



MSME – TESTING CENTRE (W.R.)
GOVT.OF INDIA, MINISTRY OF
MICRO, SMALL & MEDIUM ENTERPRISES
KURLA ANDHERI ROAD, SAKI NAKA
MUMBAI-400 072



TENDER NOTICE

MSMETC/MUM/DC/02/2017- 18

Date: 07.11.2017

Director, MSME-Testing Centre (Western Region), Mumbai-72, invites separate sealed tenders from reputed Suppliers for supply of the Machinery & Equipments, as mentioned below:

Sr. No.	Description of Equipment/ Instruments & Accessories	Qty.
1.	<u>Resistance to Light Fastness Tester as per IS:2454-1985</u>	1 No.
2.	<u>Resistance to Washing Fastness Tester as per ISO:105-C-10-2005</u>	1 No.
3.	<u>Resistance to Perspiration testing machine as per IS:971-1983</u>	1 No.
4.	<u>Resistance to rubbing testing machine as per IS:766-1988</u>	1 No.

1. Bids shall be submitted online only at CPP website <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted.
2. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.
3. Last date for submitting the bid is 29.11.2017 till 14:00 hrs
4. The Technical bids will be opened on 29.11.2017 at 15.00 hours. Price/Financial bids of only technically qualified bidders would be opened on a later date.

**E-Mail: dctc-wr@dcmsme.gov.in&
Website: www.msmetcmumbai.gov.in**

**DIRECTOR
MSME-TESTING CENTRE (WR)
MUMBAI-400 072**

CHAPTER-1

INSTRUCTIONS TO BIDDERS

General Information and Instruction:

- (1) Bids shall be submitted online only at CPP website <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted.
- (2) During evaluation of bids, the Buyer may, at his discretion, ask the bidder for clarification on his bid. The request for clarification will be given in writing/email. No clarification on the initiative of the bidder will be entertained after opening of bid.
- (3) The bidders are required to submit soft copies of their bids (Technical and Financial) electronically on the CPP Portal, using valid Digital Signature Certificates.
- (4) More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.
- (5) Except the valid and prescribed EMD, the offer/tender will be treated as cancelled. The bid security amount is mentioned in Chapter-3.
- (6) Bidders who are registered with NSIC under single point registration of stores as per tender scheduled or Micro and Small Enterprises as defined in MSE procurement policy issued by M/o MSME are exempted from furnishing of BID SECURITY.
- (7) Scanned copy of Bid security amount/ EMD instrument is to be uploaded with techno commercial bid and original copy should be provided to this office prior to opening of bid.
- (8) The Technical bids will be opened on 29.11.2017 at 15.00 hours. Price/Financial bids of only technically qualified bidders would be opened on a later date.
- (9) The offer should valid for six months and should clearly mention in the tender to that effect.
- (10) Any kind of canvassing with regard to tender will be treated as disqualification
- (11) Price should be quoted in Indian Rupees (INR) only.
- (12) The Director, MSME Testing Centre, Mumbai reserves the right to accept or reject any Tender or the whole tender process without assigning any reason whatsoever and it shall Binding on the bidders.

CHAPTER – 2

CONDITIONS OF CONTRACT

- (1) It should be specifically stated whether GST/packing/delivery charges/insurance charges, etc. are payable in addition to the price quoted otherwise the price quoted will be assumed to be of all inclusive and no separate tax or charges will be paid in the event of the offer being accepted.
- (2) Instrument/store should be supplied and installed within 60 days of purchase order. Failure to delivery by the stipulated date may lead to cancellation of order at the discretion of the Director.
- (3) The stores to be securely packed and delivered timely to MSME Testing Centre, Mumbai shall be the sole responsibility of supplier.
- (4) Rectification of any defects noticed during a period of one year from the date of supply shall be the responsibility of supplying firm at their own cost and risk.
- (5) Manufacturer's warranty on instruments and accessories must be a minimum of 12 months. Warranty must include all parts; Travel and Labour at no cost to MSME-TC, Mumbai, if warranty is otherwise limited indicate what is covered by warranty.
- (6) Supplier shall provide sufficient in house training to the concerned officers of MSME-TC, Mumbai at no additional cost. It is treated as a part of installation.
- (7) BID SECURITY will be acceptable in form of Demand Draft, Banker's cheque or bank guarantee from any of the commercial banks in favour of the "Director, MSME Testing Centre" payable at MUMBAI. The Bid Security should remain valid for a period of 45 days beyond the final bid validity period.
- (8) BID SECURITY Deposit amount is of as mentioned chapter 3 for the Instruments. No interest is payable on the BID SECURITY deposit amount.
- (9) The validity of the Bank Draft/Bank Guarantee submitted as the Bid Security should be suitably extended by the bidder, if needed beyond validity of the tender.
- (10) The Bid Security will be returned to unsuccessful bidder. It will be returned to the successful bidder after receipt of the PERFORMANCE SECURITY DEPOSIT from them.
- (11) In case of withdrawals or amends or impairs or derogates for non-compliance of tender condition(s) of the offer in any respect within the validity period of the tender are refusal of furnishing PERFORMANCE SECURITY DEPOSIT. In the event of

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getting intimation of avoiding the purchase order, the BID SECURITY amount is to be forfeited.

(12) The successful bidder irrespective of his registration status (i.e. NSIC) has to submit PERFORMANCE SECURITY DEPOSIT amount (approx. 5% of the order value – to be intimated later) before issuing Purchase Order. This Performance Security Deposit should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period.

(13) PERFORMANCE SECURITY DEPOSIT is to be furnished in the form of Bank Guarantee. The Bank Guarantee should be issued by any commercial Bank in Mumbai and should remain valid for 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

(14) In case of non-delivery of the ordered materials in time or/any for any other bad delivery performance or/and failure to render contracted service during the warranty period (summarily noncompliance of due performance of contract by the supplier to whom order has been awarded), the Performance Security Deposit will be forfeited and supplier will be blacklisted.

(15) The Performance Security Deposit amount will be returned to the Supplier after satisfactory completion of the delivery as well as the warranty period of the delivered stores as per terms and condition of the Purchase Order.

(16) The Bid Security/Earnest Money of the successful Tenderer shall be refunded after performance security deposit as required vide Rule 171 of the General Financial Rule 2017 is furnished. If the successful Tenderer fails to furnish the Performance Security Deposit as required vide Rule 171 of the General Financial Rule 2017, then the Bid Security/Earnest Money shall be liable to be forfeited.

(17) The Bid Security/Earnest Money of the unsuccessful Tenderers will be returned as early as possible after the expiration of the period of tender validity (but not later than 30 days of the award of contract).

(18) The Tenderer shall send a pre receipted challan along with their tender so that the refund of Bid Security/Earnest Money, after the tender is rejected, can be made within the stipulated period.

(19) Delivery period: Expected delivery period for supply of items/rendering services would be 60 days from the effective date of the Contract. Please note that the Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period with/without LD

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clause will be at the sole discretion of the Buyer. Delivery Period is inclusive of supply and its acceptance and also installation/commissioning wherever applicable.

(20) Consignee Details: The Director
MSME Testing Centre (WR)
KurlaAndheri Road, Sakinaka,
Mumbai – 400 072.

(21) Payment Terms

- a) 100% after receipt, satisfactory installation, demonstration and acceptance of stores/equipment in good condition or the date of receipt of the bill whichever is later.
- b) Advance Payment; No advance payment will be made.
- c) Part Supply and Pro rata payment: Part supply will not be acceptable.
- d) Mode of Payment; It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS/EFT mechanism instead of payment through cheque, wherever feasible.

(22) Documents to be furnished for claiming payment

The payment of the bills will be made on submission of the following documents by the Seller to the Buyer:

- i) Ink signed copy of Original Invoice
- ii) Bank Guarantee for advance, if applicable
- iii) Guarantee/Warranty Certificate
- iv) Performance Bank Guarantee/Indemnity Bond, if applicable
- v) Details for Electronic payment viz. Bank name, Branch Name and address, Account No.IFS Code, MICR Code
- vi) Original copy of the contract and amendments thereon, if any,
- vii) Self certification from the Seller that theCGST/SGST/IGST received under the contract would be deposited to the concerned taxation authority. In this regards, extant Government orders will be applicable as communicated by O/o Development Commissioner, MSME, New Delhi.
- viii) Any other document/certificate that may be provided for in the Contract.

CHAPTER – 3

(SCHEDULE OF REQUIREMENTS)

DETAILS OF STORES

DESCRIPTION OF STORES

S.No.	Instruments	Bid Security (inRs.)
1.	Resistance to Light Fastness Tester as per IS:2454-1985.	5,000/-
2.	Resistance to Washing Fastness Tester as per ISO:105-C-10-2006.	5,000/-
3.	Resistance to Perspiration testing machine as per IS:971-1983	1,000/-
4.	Resistance to rubbing testing machine as per IS:766-1988	1,000/-

Note: - The above stated stores required to meet the successful installation and commissioning of the Tendered equipment.

Chapter- 4

Technical Specifications

S.No.	Instruments
1.	Resistance to Light Fastness Tester along with standard patterns from rating No. 1 to rating No. 8 and other accessories, as per IS:2454-1985.
2.	Resistance to Washing Fastness Tester along with standard accessories like mechanical stirrer (minimum 1000RPM), S.S. washing balls, Beaker 500ml. 6 Nos. & Gray scale as per ISO:105-C-10-2006.
3.	Resistance to Perspiration testing machine along with standard grey scale, as per IS:971-1983
4.	Resistance to rubbing testing machine along with rubbing fingers of 32 mm & 16 mm. grating of SS wire, rubbing cotton cloths and grey scale for evaluating staining, as per IS:766-1988



Annexure-I

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,

Sub:- ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER

Tender Reference No. _____

Name of Tender. _____

Dear Sir,

1. I/We have downloaded/obtained the tender documents (s) for the above mentioned tender/work from website namely: _____ as per your advertisement, given in the above mentioned website.
2. I/We hereby certify the I/We have ready the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like Annexure(s), Schedule(s) etc., which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. I/We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public Sector Undertaking.
6. I/We certify that all information furnished by our Firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder with Official Seal)

BANK GUARANTEE FORMAT FOR FURNISHING E.M.D/BID SECURITY

Whereas..... (Hereinafter called the “Tenderer”) has submitted their offer dated.....for the supply of (Hereinafter called the “Tenderer”) KNOW ALL MEN by these presents that WE.....of..... having our registered office at.....are bound unto.....(Hereinafter called the “Bank”)in the sum of (hereinafter called the “Purchaser”)for which payment will and truly to be made to the said purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with Common Seal of the said Bank this..... Day of 20....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of this tender by the Purchaser during the period of its validity.
 - a. If the Tenderer fails to furnish the Performance Security for the duePerformance of the contract.
 - b. Fails or refuses to execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

The guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

..... (Signature of the Bank).