GOVERNMENT OF MAHARASHTRA

Food and Drugs Administration, Maharashtra State

Food and Drugs Administrations Laboratory, Nagpur

REQUEST FOR PROPOSAL

Procurement of Laboratory and Scientific Instruments (Bunch Bid)

Estimated Tender Value: Rs 1,91,76,000 (inclusive of GST)

Two envelope evaluation: Pre-Qualification, Technical Qualification, followed by Commercial (L1)

Ref No: FDALN/DRUG/INSTRU/832/26-27/07

Date of Issue: 30th October 2026

e-Tendering Portal: https://mahatenders.gov.in

Compliant with Maharashtra Public Procurement Rules 2016, GFR 2017, PPP-MII Order 2017

Section 1. Notice Inviting Tender (NIT)

The Commissioner, Food and Drugs Administration, Maharashtra State (hereinafter referred to as the Authority or Purchaser), acting through the Food and Drugs Administration Laboratory, Mumbai, invites online e-Tenders under two envelope bidding methodology from Original Equipment Manufacturers (OEMs) and their Authorised Distributors only, for the supply, delivery, installation, commissioning, validation, performance demonstration, IQ, OQ, PQ documentation, training, warranty and Annual Maintenance Contract (AMC) of nine Laboratory and Scientific Instruments as a bunch bid, at the Food and Drugs Administration Laboratory, Mumbai and other consignee locations as specified in the Bill of Quantities.

1.1 Tender Schedule and Key Information

Particular	Details
Tender Inviting Authority	Commissioner, Food and Drugs Administration, Maharashtra State
Reference Number	**FDALN/DRUG/INSTRU/832/2026-27/07**
e-Tendering Portal	https://mahatenders.gov.in (bids accepted online only)
Estimated Tender Value	Rs 1,91,76,000 (Rupees One Crore ninety one Lakh seventy six thousand only), inclusive of Goods and Services Tax
Nature of Bid	Bunch Bid: Bidder shall compulsorily bid for all nine (09) instruments
Eligibility	OEM or Authorised Distributor of the OEM only (with valid Manufacturer Authorisation Form)
Consortium or Joint Venture	Permitted with Tender Terms
Sub-contracting	Not permitted, except for installation and AMC services with prior written approval
Evaluation Methodology	Two envelope, sequential: Pre-Qualification, Technical Qualification, Commercial Bid, Award to L1
Tender Publish Date	30th October 2026, 17.00 hrs
Bid Document Availability	From 30th October 2026 to 20th November 2026, 1500 hrs on mahatenders.gov.in
Last Date for Written Pre-Bid Queries	05th November 2026, 1700 hrs, by email to fdtlnagpur@gmail.com
Pre-Bid Meeting	04th November 2026 at 1200 hrs at FDA Laboratory, BKC, Mumbai (online participation permitted)
Response to Pre-Bid Queries and Corrigendum	06 November 2026 on mahatenders.gov.in
Last Date and Time for Online Bid Submission	20th November 2026 up to 1500 hrs
Technical Bid Opening	23rd November 2026 at 1500 hrs on mahatenders.gov.in
Technical Presentation and Product Demonstration	30th November 2026 to 7th December 2026
Commercial Bid Opening	To be intimated to technically qualified Bidders through mahatenders.gov.in
Tender Fee (non-refundable)	Rs 25,000 (Rupees Twenty Five Thousand only) through online payment gateway on mahatenders.gov.in
Earnest Money Deposit (EMD)	Rs 5,75,280 (Rupees Five Lakh seventy five Thousand two hundred & eighty only), being 3 per cent of Estimated Tender Value, through online payment gateway on mahatenders.gov.in
Bid Validity Period	180 days from the last date of Bid submission
Performance Security post award	5 per cent of Contract Value through Bank Guarantee from Nationalized Bank at Annexure X.

Particular	Details
Contract Period	2 year comprehensive warranty from Final Acceptance plus 3 years Annual Maintenance Contract (AMC) equalling 5 years total support
Delivery Period	90 days from Purchase Order for all instruments
Installation and Commissioning Period	30 days from delivery
Governing Law	Indian law, Maharashtra jurisdiction; Bombay High Court exclusive

The complete tender document is available for download from https://mahatenders.gov.in and from the Departmental website at https://fda.maharashtra.gov.in from the Tender Publish Date. The Bidder shall pay the Tender Fee and the Earnest Money Deposit online only, through the payment gateway on mahatenders.gov.in, at least one day before the last date of Bid submission.

Section 2. Definitions and Interpretation

Unless the context otherwise requires, the following terms in this Request for Proposal shall carry the meanings assigned below.

Term	Meaning
Authority or Purchaser	The Commissioner, Food and Drugs Administration, Maharashtra State, acting through the Food and Drugs Administration Laboratory, Mumbai.
Bidder	The OEM or Authorised Distributor of the OEM submitting a Bid in response to this Request for Proposal.
OEM	Original Equipment Manufacturer of the Instrument, being the entity that designs, manufactures and sells the Instrument in its own brand name.
Authorised Distributor	An Indian legal entity that holds a valid, current Manufacturer Authorisation Form (MAF) from the OEM, permitting the entity to bid for, supply, install and service the OEM Instrument in India.
Manufacturer Authorisation Form (MAF)	Original letter of authorisation on the OEM letterhead, in the format prescribed at Annexure III, valid for this Tender Reference Number, permitting the Distributor to bid, supply, install and service the Instrument during the entire Contract Period including AMC.
Bid	The complete submission of the Bidder, comprising the Pre-Qualification Bid, the Technical Bid and the Commercial Bid, submitted online on mahatenders.gov.in.
Contract	The Contract to be entered into between the Authority and the Successful Bidder for the supply and support of the Instruments.
Contract Value	The total value of the Contract as awarded to the Successful Bidder, exclusive of Goods and Services Tax.
Instrument	Each of the nine (09) Laboratory and Scientific Instrument/ Furniture/ HPLC Columns described in the Bill of Quantities and the Technical Specifications of this Request for Proposal.
Bunch Bid	The bidding methodology under which the Bidder shall compulsorily quote for all nine (09) Instruments/ Furniture/ HPLC Columns in a single Bid. Partial or item-wise Bids shall be rejected.
AMC	Annual Maintenance Contract covering labour, preventive maintenance and consumables (excluding notified exceptions) for the three years following the two-year warranty period.
MahaTenders	The Government of Maharashtra e-Tendering portal at https://mahatenders.gov.in on which this Tender is exclusively hosted.
PPP-MII Order 2017	The Public Procurement (Preference to Make in India) Order 2017 issued by the Department for Promotion of Industry and Internal Trade, as amended from time to time.
Maharashtra PPR 2016	The Maharashtra Public Procurement Rules 2016 as amended from time to time.
Third Party Independent Auditor (TPIA)	The auditor engaged by the Authority (STQC or NABL empanelled) to certify Site Acceptance Test, calibration and payment milestones.

Section 3. Scope of Supply

The scope of supply under this Tender comprises the supply, delivery, installation, commissioning, validation, performance demonstration, IQ, OQ, PQ documentation, user training, two-years comprehensive warranty from Final Acceptance and three years Annual Maintenance Contract of the following seven (Sr. No. 01 to 07),) Laboratory Instruments in the quantities specified in the Bill of Quantities.

Sr. No.	Instrument	Bill of Quantities (Qty)	Consignee Location(s)
1	HPLC with UV -Visible Detector	02	Food & Drugs Adminstrations Laboratory (M.S.), Plot No. E-1 to E-3, Bhugaonkar Building, First Floor, Shrinath Sainagar, Omkarnagar, Manewada, Ring Road, Nagpur - 440027 Tel. No. 0712- 26789858 Email: fdtlnagpur@gmail.com
2	Water purification system	01	
3	UPS 20KVA with batteries (Heavy duty)	01	
4	Digital Butyro Refractometer	01	
5	Air conditioner 2 Ton	04	
6	All in one personal computer	02	
7	Printer	02	
8	Instrument table with granite top & drawer as per specification (15 ft x 3 ft x 3 ft)	1	
9	HPLC columns of different specification	25	

Detailed Technical Specifications for each Instrument are set out in Annexure I. The Bidder shall submit a line-by-line Technical Compliance Statement (in the format at Annexure IV) against every parameter of every Instrument, with supporting technical literature and OEM brochure. Any critical non-compliance shall render the Bid technically disqualified.

3.1 Deliverables per Instrument

- New, unused, current-model Instrument as per Technical Specifications, in factory-sealed original packaging.
- Original licensed software (21 CFR Part 11 compliant where indicated), permanent licence, no time-lock, no seat lock.
- Complete set of accessories, spares and consumables as listed per Instrument specification.
- On-site delivery to the Consignee, uncrating, positioning, utility connection.
- On-site Installation, Commissioning, Calibration and Method Validation for at least three Indian Pharmacopoeia methods per Instrument.
- Performance Demonstration in the presence of the Technical Committee at the Consignee site.

- IQ, OQ, PQ documentation, calibration certificate, NABL-traceable reference standards where required.
- On-site user training for a minimum of 5 personnel per Instrument per Consignee site, for a minimum of 5 working days per training programme.
- Two years comprehensive warranty from date of Final Acceptance.
- Three years Annual Maintenance Contract (AMC) commencing on expiry of warranty, priced included in the Commercial Bid & considered as 2 % of the each instrument value / year.
- Suitable Uninterruptible Power Supply / Voltage Stabiliser, dedicated computer with Windows 11 and licensed MS Office, laser printer, dust cover and starter consumables per Instrument as per Annexure - I.

Section 4. Pre-Qualification Criteria (Envelope 1)

The Bidder shall satisfy every one of the Pre-Qualification Criteria below, and shall upload the corresponding documentary evidence, in the order set out below, in Envelope 1 of the online Bid on mahatenders.gov.in. Any Bidder failing any single Pre-Qualification Criterion shall be rejected and the Technical and Commercial Bids of such Bidder shall not be opened.

4.1 Bidder Eligibility

Sr	Criterion	Threshold or Requirement	Documentary Evidence
1	Legal Entity	Company incorporated in India under the Companies Act 2013 (or predecessor Act), or a Partnership Firm registered under the Indian Partnership Act 1932, or a Limited Liability Partnership registered under the LLP Act 2008, or a Proprietorship with valid registrations	Certificate of Incorporation or Registration Certificate or GST Registration in the name of the Firm
2	Years in Business	Minimum 3 completed financial years in the business of supply, installation and service of Laboratory, Analytical, Scientific Instruments as on the last date of Bid submission	Certificate of Incorporation showing date plus self-declaration
3	Bidder Type (mandatory)	Bidder shall be one of the following two types only: (a) OEM of the Instrument, or (b) Authorised Distributor of the OEM with valid Manufacturer Authorisation Form for this Tender. Consortium allowed for OEM / Authorized Distributor as a lead bidder.	For OEM: OEM declaration on Company Letterhead. For Distributor: valid original Manufacturer Authorisation Form (MAF) in the format at Annexure III, on OEM letterhead, for each Instrument quoted, valid for this specific Tender Reference Number, valid throughout the Contract Period including AMC. Photocopy or expired MAF shall be rejected.
4	OEM Requirement	The Instrument OEM shall have manufactured and sold the Instrument quoted, in commercial quantities globally, for at least 5 continuous years preceding the Bid submission date. Discontinued or end-of-life models shall not be quoted.	OEM official brochure with year of launch, OEM declaration on letterhead, or OEM global installation reference list
5	Manufacturer Authorisation Form (MAF)	For a Distributor Bidder, the Bidder must furnish a separate MAF from each of the OEMs whose Instrument the Bidder is quoting. Since this is a Bunch Bid for 09 Instruments, up to 09 separate MAFs may be required, one per OEM. The MAF shall be issued specifically for this Tender	Original MAF(s) at Annexure III

Sr	Criterion	Threshold or Requirement	Documentary Evidence
		Reference Number and shall confirm the OEM back-to-back commitment for warranty, AMC and spares availability.	
6	Annual Turnover (Financial Capacity)	Average annual turnover from supply of Laboratory, Analytical, Scientific Instruments in each of the preceding five completed financial years (2021-22, 2022-23, 2023-24, 2024-25, 2025-26) shall be not less than Rs 10.00 crore, and turnover in each of the said five years individually shall be not less than Rs 5.0 crore.	Chartered Accountant certified Turnover Certificate in the format at Annexure V, and audited Financial Statements (Balance Sheet, Profit and Loss Account, Auditor Report) for each of the said five financial years
7	Net Worth	Positive Net Worth in each of the preceding three completed financial years	Chartered Accountant certificate
8	Prior Similar Supply Experience	The Bidder shall have supplied, installed and commissioned the quoted Instruments to Central Government, State Government, PSU, NABL-accredited laboratory, autonomous body or reputed private laboratory in India, in the preceding 5 financial years.	Copies of Purchase Orders plus Performance Certificates issued by the Purchasers, in the format at Annexure VI
9	GST Registration	Valid GSTIN under the Goods and Services Tax Act 2017	GST Registration Certificate plus latest GST return acknowledgement (up to the quarter immediately preceding Bid submission)
10	PAN and TAN	Valid Permanent Account Number and Tax Deduction Account Number	PAN and TAN cards
11	Income Tax Returns	Filed for the last 3 assessment years	ITR-V acknowledgement for last 3 assessment years
12	ISO 9001:2015 Certification	Valid, in the name of the Bidder (Distributor) for its service delivery organization, and separately for the OEM for its manufacturing operation. For OEM Bidder, one ISO certificate suffices.	ISO 9001:2015 Certificate(s), current and valid

Sr	Criterion	Threshold or Requirement	Documentary Evidence
13	ISO 14001 (Environmental Management)	Valid, for the OEM manufacturing facility	ISO 14001 Certificate of the OEM
14	After-Sales Service Network in Maharashtra	The Bidder shall have at least one owned or exclusively contracted after-sales service centre in Nagpur with permanent full-time service engineers on the Bidder payroll (minimum 2 engineers), and coverage across Nagpur, through service engineers on payroll or contracted agreements. Response time on any breakdown call shall be within 24 hours.	Self-declaration plus list of engineers on payroll plus EPFO or ESIC contribution proof plus rent agreement or ownership proof of the service centre premises
15	Non-Blacklisting	The Bidder, its Directors, Partners, promoters and its OEM(s) shall not have been blacklisted, debarred or declared ineligible by any Central Government, State Government, PSU, Autonomous Body, Regulatory Authority in India or by the World Bank, Asian Development Bank or other multilateral agency in the preceding 5 years	Self-declaration on Rs 500 non-judicial stamp paper at Annexure VII, OR screenshot of the CVC Portal check
16	Conviction Record	Nil conviction under the Prevention of Corruption Act 1988, the Prevention of Money Laundering Act 2002, the Companies Act 2013 penal provisions, in the preceding 5 years	Self-declaration on Rs 500 non-judicial stamp paper
17	Solvency Certificate	Solvency Certificate from a Scheduled Commercial Bank for an amount not less than Rs 95.5 Lakhs (approximately 50 per cent of the Estimated Tender Value), dated within 90 days of Bid submission	Original Solvency Certificate
18	Tender Fee and EMD payment	Tender Fee of Rs 25,000 and Earnest Money Deposit of Rs 5,75,280 paid online through the payment gateway on mahatenders.gov.in	Payment reference number and portal screenshot
19	Bidder Authorised Signatory	The Bid shall be digitally signed by the Authorised Signatory of the Bidder, whose authorisation is evidenced by a Power of Attorney executed on a Rs 500 non-judicial stamp paper	Power of Attorney in the format at Annexure VIII

Sr	Criterion	Threshold or Requirement	Documentary Evidence
20	Compliance with PPP-MII Order 2017 declaration	Declaration of local content status under the Public Procurement (Preference to Make in India) Order 2017: whether the Bidder is a Class-I Local Supplier, Class-II Local Supplier or Non-Local Supplier, per Instrument	Self-declaration at Annexure IX, supported by CA certification of local content percentage
21	Integrity Pact	The Bidder shall sign an Integrity Pact with the Authority per the CVC template	Integrity Pact signed by the Bidder
22	Bid Validity Undertaking	The Bidder shall undertake that the Bid is valid for 180 days from the last date of Bid submission and shall not be withdrawn	Undertaking on Company Letterhead

4.2 Rules on OEM and Distributor Participation

1. A Bidder can be either an OEM or an Authorised Distributor, not both, in respect of the same Instrument.

2. An OEM shall not authorise more than one Distributor to bid in this Tender. If more than one Distributor of the same OEM submits a Bid, the Bids of all such Distributors and of the OEM itself (if bidding independently) shall be rejected, unless the OEM issues a single revised MAF nominating one Distributor before the Bid submission deadline.

3. A single Distributor may aggregate MAFs from up to nine different OEMs to cover all nine Instruments, subject to the OEM authorisation exclusivity rule above.

4. Sub-agents, sub-distributors, second-tier resellers and traders without a direct MAF from the OEM are not eligible and their Bids shall be rejected.

5. The MAF shall be issued in original on the OEM letterhead, shall be dated within 30 days of Bid submission, shall reference this Tender Reference Number, shall specifically name each Instrument being quoted, shall confirm OEM back-to-back commitment for warranty, AMC and 10 year spares availability, and shall be countersigned by an authorised representative of the OEM (name, designation, contact details).

Section 5. Technical Qualification (Envelope 2)

The Technical Bid of only those Bidders who satisfy every Pre-Qualification Criterion shall be opened and evaluated. The Technical Qualification is scored on a 100 mark scale. The minimum qualifying Technical Score is 70 out of 100. Bidders scoring below 70 shall be technically disqualified and their Commercial Bids shall not be opened.

5.1 Technical Evaluation Framework

Head	Criterion	Maximum Marks	Scoring Basis
A	Compliance with Technical Specifications (per Instrument, line by line)	40	For each Instrument, marks awarded per per-cent of parameters meeting or exceeding specification. Any Critical parameter non-compliance equals 0 marks for that Instrument. Score aggregated across all 09 Instruments.
B	OEM Strength and Product Standing (per Instrument)	15	Global installations of the product (100 installed equals 5 marks, 250 equals 10, 500 plus equals 15). Indian installations similarly weighted. Certifications: ISO 17025 traceability, CE, FDA registration.
C	Bidder Capability (turnover, past supplies, service network)	15	Slab-based: Turnover Rs 1.5 to 2.5 crore equals 5, Rs 2.5 to 3.5 crore equals 10, Rs 3.5 crore plus equals 15. Past supplies at Government, PSU or NABL labs beyond the eligibility minimum equals additional marks. Service centre count in Maharashtra: 1 equals 3, 2 equals 5, 3 plus equals 7.
D	Warranty, AMC scope and Uptime commitment	10	Standard 2 years warranty plus 3-years AMC equals 5 marks. Extended 3-years AMC at same annual rate equals 8. Uptime SLA above 95 per cent commitment equals 10.
E	Training scope (person-days, on-site plus at OEM factory)	10	10 person-days equals 3, 15 person-days equals 6, 20 plus person-days including 5 at OEM factory abroad or in India equals 10.
F	Product Demonstration and Bidder Presentation before Technical Committee	10	As per Section 5.3 Self declaration to provide demonstration for Seven Instruments (Sr. No. 01 to 07) at FDA Lab Mumbai or within Maharashtra at customers place or Bidders / OEM application Lab to cross verify against each Technical Parameter also Marked on operational demonstration, method validation, software walkthrough, question handling and application support quality. Bidder has to declare no. of sites in Maharashtra.
	Total Maximum Marks	100	

Head	Criterion	Maximum Marks	Scoring Basis
	Minimum Qualifying Marks	70	

5.2 Technical Compliance Statement Format

The Bidder shall submit a line-by-line Technical Compliance Statement for every parameter of every Instrument, in the tabular format at Annexure IV. Non-submission of the Technical Compliance Statement for even one Instrument shall render the Bid technically disqualified. The Bidder shall support each compliance entry with a page-number citation to the OEM brochure or technical literature attached with the Bid.

5.3 Mandatory Product Demonstration

Bidders qualifying at the Pre-Qualification and Technical evaluation stage after awarding L1 must demonstrate all Seven instruments (Sr. No. 01 to 07) at the FDA Laboratory, Nagpur or at a customer site within Maharashtra, or at the bidder's/OEM's application laboratory. The demonstration shall verify compliance with each technical parameter and include operational performance, method validation, software walkthrough, query resolution, and application support quality, in the presence of the Technical Evaluation Committee on the date announced via mahatenders.gov.in.

All expenses and risks related to the demonstration are the bidder's sole responsibility, with no additional financial support provided. Failure to demonstrate on the scheduled date will result in disqualification from the technical evaluation process.

If L1 fails to demonstrate or found incapable in terms of arrangements or not satisfying the tender requirements, FDA, Mumbai reserves rites to disqualify L1 and take demonstration for L2. So every bidder should be ready to demonstrate all the instruments.

5.4 Reserve Power to Verify

The Authority reserves the right to inspect the Bidder premises, service centre, and OEM manufacturing facility (in India or abroad, at Authority cost); to verify the authenticity of the Manufacturer Authorisation Forms directly with the OEM; to seek clarification on any technical parameter; and to obtain feedback from the Bidder stated customers referenced in Annexure VI.

Section 6. Commercial Bid and Financial Evaluation (Envelope 3)

The Commercial Bid of only those Bidders who satisfy Pre-Qualification and secure a minimum Technical Score of 70 out of 100 shall be opened. Commercial evaluation shall be on Lowest Price (L1) basis on the total Bunch Bid value.

6.1 Bill of Quantities and Commercial Bid Format

The Bidder shall submit the Commercial Bid exclusively in the Bill of Quantities format at Annexure II (BOQ.xls Excel file). The Bidder shall quote a firm all-inclusive price per Instrument per Consignee, and separately a three years AMC price per Instrument per year. The Bidder shall also quote the total Bunch Bid price. Commercial Bid submitted in any other format shall be rejected.

6.2 Selection Rule

- Award is on Lowest Total Bunch Bid Price (L1) among technically qualified Bidders.
- Item-wise splitting is not permitted. The Contract shall be awarded to a single Bidder on the entire Bunch of 09 Instruments.
- If two or more Bidders quote the identical L1 total, tie-breaker is (a) higher Technical Score, then (b) higher aggregate turnover, then (c) drawing of lots in the presence of the tied Bidders.

6.3 Firm Price

The Commercial Bid shall be firm and fixed for the entire Contract Period. No price variation, escalation or currency variation shall be permitted. All import duties, freight, insurance, customs clearance, installation, commissioning, training, warranty, AMC and any other cost shall be included in the quoted price. Only Goods and Services Tax shall be paid additionally by the Authority against a valid tax invoice at the prevailing rate on the date of invoice.

6.4 Purchase Preference under PPP-MII Order 2017

A purchase preference of 20 per cent margin shall be extended to Class-I Local Suppliers over Class-II Local Suppliers and Non-Local Suppliers, in accordance with the Public Procurement (Preference to Make in India) Order 2017 as amended, provided the L1 Bidder is a Class-II or Non-Local Supplier. The methodology of application of the purchase preference shall be as per the said Order.

6.5 Negotiation with L1

Negotiation with the L1 Bidder is permitted on a single-round basis in accordance with the Central Vigilance Commission Circulars on negotiation, and shall be conducted transparently, on record, in the presence of the L1 Bidder Authorised Signatory.

Section 7. Performance Security

7.1 Single Bank Guarantee Framework

The Contract carries only one Nationalized Bank Guarantee, being the Performance Security in the form of a Bank Guarantee and subject to verification. No retention is held on payment. No mobilisation advance Bank Guarantee is required (no mobilisation advance is paid). No separate warranty Bank Guarantee is required (the Performance Security remains live through the warranty). This preserves the Bidder working capital and gives the Authority a full contractual remedy through the single Bank Guarantee.

7.2 Amount and Format of Performance Security

- Amount: 5 per cent of the Contract Value (Approximately Rs.9.60 Lakhs).
- Format: Bank Guarantee from a National Bank on Rs 500 non-judicial stamp paper in the format at Annexure X, e-verified through the RBI Positive Pay System.
- Validity: from the date of issue of the Purchase Order until the expiry of the warranty period
- Submission: within 21 days of the issue of the Letter of Award.
- Release: within 30 days after Warranty period, subject to satisfactory closure of all obligations.

7.3 Grounds for Invocation of Performance Security

- Failure to deliver, install, commission any Instrument within the stipulated timeline.
- Failure of any Instrument to meet the Technical Specifications on Site Acceptance Test.
- Breakdown or Uptime SLA breach beyond the cure period during warranty or AMC.
- Withdrawal of MAF by the OEM without prior written approval of the Authority.
- Any other material breach of the Contract.

Section 8. Warranty, AMC and Service Level Agreement

8.1 Warranty

Every Instrument carries a two years Comprehensive On-site Warranty commencing on the date of Final Acceptance, covering all parts, labour, preventive maintenance and consumables except for a defined list of Consumables (columns, gases, cylinders, printer cartridges) notified in Annexure I. During the warranty period, the OEM back-to-back commitment stands and the Distributor shall not disclaim any warranty obligation on the ground of OEM issue.

8.2 Annual Maintenance Contract (AMC)

- Duration: 3 years commencing on expiry of the 2 years warranty (total support period 5 years from Final Acceptance).
- Coverage: Preventive maintenance (minimum 2 visits per year for basic instruments), unlimited breakdown visits, calibration, method updates, software patches, remote diagnostics.
- Extension: The Authority reserves the right to extend the AMC by a further 2 years at the same annual rate.
- AMC Rate: Quoted separately in the Commercial Bid, per Instrument per year, firm and fixed for the entire AMC period and any extension.

8.3 Uptime Service Level Agreement

Metric	Target	Penalty for shortfall
Uptime per Instrument, monthly	95 per cent or above	2 per cent of monthly AMC value per full-day downtime beyond the permitted 5 per cent, cap 20 per cent monthly
Response time to breakdown call	Within 4 hours (remote diagnosis) and 24 hours (on-site)	0.5 per cent of monthly AMC per hour of delayed response, cap 5 per cent
Preventive maintenance schedule adherence	As per calendar published within 30 days of Contract signing	1 per cent of quarterly AMC per missed visit, cap 5 per cent
Spares availability commitment	10 years from date of installation	Continuing obligation, breach equals Performance Security invocation

8.4 Software and Firmware Upgrades

All software upgrades, firmware upgrades and patches issued by the OEM during the warranty and AMC period shall be installed by the Bidder at the Consignee site at no additional cost. Compatibility with Windows 11 and successor operating systems shall be maintained.

Section 9. Delivery, Installation and Acceptance

9.1 Delivery Period

- For Instruments: 120 days from Purchase Order (including customs clearance).
- Delivery is complete on physical arrival at the Consignee address, uncrated and verified for physical damage.

9.2 Delivery Terms

Delivered Duty Paid (DDP) Consignee, all inclusive: import duty, freight, insurance in transit, customs clearance, transportation to Consignee site, unloading. The Bidder shall insure the Instrument in transit at own cost till Final Acceptance, with the Authority named as loss payee.

9.3 Installation and Commissioning

- Period: 60 days from date of delivery at Consignee site.
- Bidder to undertake site survey within 15 days of Purchase Order and communicate site-readiness requirements (electrical, plumbing, gas, HVAC, bench) to the Consignee for preparation.
- Bidder to install, connect utilities, calibrate, validate method for at least 3 Indian Pharmacopoeia or FSSAI methods per Instrument, and demonstrate performance.
- Bidder to conduct on-site user training for at least 5 personnel per Consignee for at least 5 working days per Instrument.
- Bidder to hand over IQ, OQ, PQ documentation, calibration certificates, method validation report, licensed software, brochure, user manuals, dust cover, UPS, starter consumables.

9.4 Site Acceptance Test (SAT) and Final Acceptance

Site Acceptance Test is conducted in the presence of the Consignee, the Third Party Independent Auditor (TPIA) engaged by the Authority (STQC or NABL empanelled), and the Bidder Application Specialist. On successful SAT plus method validation plus 7 continuous days of satisfactory operation, Provisional Acceptance is granted. On 90 days of satisfactory operation from Provisional Acceptance, Final Acceptance is granted. Warranty period commences on Final Acceptance.

Section 10. Payment Terms

Payment mode is direct e-transfer (NEFT, RTGS) to the Bidder Bank account within 30 days after installation, calibration and handing over IQ/OQ/PQ certification along with proper hands on training on instrument to the staff. All invoices shall be e-Invoices under the GST regime, auto-verified through the GSTN Invoice Registration Portal.

Section 11. Penalties and Liquidated Damages

Breach	Liquidated Damages
Delay in delivery beyond scheduled Delivery Period	0.5 per cent of PO value per week of delay, cap 10 per cent
Delay in installation beyond scheduled Installation Period	0.5 per cent of PO value per week of delay, cap 5 per cent
Failure of any Instrument to meet Technical Specification on SAT (non-remediable)	Rejection of the Instrument, forfeiture of the corresponding Performance Security portion, replacement at Bidder cost within 60 days
Uptime SLA breach (AMC period)	As per Section 8.3, capped at 20 per cent of monthly AMC value
Preventive Maintenance schedule breach	1 per cent of quarterly AMC per missed visit, cap 5 per cent per quarter
Withdrawal of MAF by OEM	Bidder to arrange replacement Instrument from another OEM of equivalent specification within 90 days at own cost, else contract termination with invocation of Performance Security
Blacklisting for false representation	Debarment for 3 to 5 years across all Central and State Government plus forfeiture of Performance Security
Total cap on Liquidated Damages	10 per cent of Contract Value

Section 12. General Terms and Conditions

12.1 Bid Submission. Online Only

- Bids shall be submitted online, in three envelopes (Pre-Qualification, Technical, Commercial), on mahatenders.gov.in only. Offline or physical submission shall be rejected.
- The Bidder shall use a valid Class-3 Digital Signature Certificate issued by a Certifying Authority under the Information Technology Act 2000.
- The Bidder is responsible for timely upload. Submission after the deadline is not accepted by the portal.
- Tender Fee (Rs 25,000) and Earnest Money Deposit (Rs 5,75,280) shall be paid online through the payment gateway on mahatenders.gov.in only, at least one day before the Bid submission deadline.

12.2 Rights of the Authority

- Right to accept or reject any or all Bids without assigning any reason.
- Right to annul the tender process at any stage prior to Letter of Award without incurring any liability.
- Right to seek clarification, additional documentation, or verification of any claim during evaluation.
- Right to verify MAF authenticity directly with OEM.
- Right to inspect Bidder premises, OEM factory (at Authority cost) and past supply references.
- Right to negotiate with L1 in a single round, on record, per CVC Circulars.
- Right to extend Bid submission deadline by corrigendum.
- Right to split award only across Consignees, not across Instruments (Bunch Bid rule).

12.3 Bidder Undertakings

- Bidder acknowledges reading and accepting all terms of this RFP.
- All information furnished is true, correct and complete.
- Bid is valid for 180 days from Bid submission and shall not be withdrawn.
- Bidder shall abide by the Minimum Wages Act 1948, EPF and MP Act 1952, ESIC Act 1948 and all other applicable labour laws for its personnel.
- Bidder shall pay statutory contributions for its personnel deployed at Consignee sites.
- Bidder shall maintain confidentiality of Authority data accessed during the Contract.
- Bidder shall comply with WEEE and e-waste Management Rules 2022, and shall arrange end-of-life buy-back of hazardous components.
- Bidder acknowledges that the Authority is not liable for any bid preparation cost.

12.4 Corrigenda and Clarifications

Any change to this RFP, including amendment of specifications, dates or clauses, shall be issued as a Corrigendum on mahatenders.gov.in only. Corrigenda are binding on all Bidders. Bidders shall check mahatenders.gov.in daily during the Bid submission window for Corrigenda. Non-checking is not a defence.

12.5 Force Majeure

Force Majeure events include war, riot, earthquake, flood, epidemic, pandemic, embargo, government order preventing performance. Party affected shall notify the other within 15 days of the event, with supporting evidence. Neither party is liable for delay caused by Force Majeure. If Force Majeure continues beyond 180 days, either party may terminate the Contract without liability.

12.6 Termination

- Termination for default: 30 day cure period after written notice of breach. If uncured, Contract terminated, Performance Security invoked, engagement of successor at defaulter cost.
- Termination for convenience: 90 days notice by the Authority. Payment for supplies accepted till date of termination plus reasonable demobilisation.
- Termination for insolvency: Immediate, if the Bidder becomes insolvent, files for bankruptcy, or is subjected to insolvency proceedings under the Insolvency and Bankruptcy Code 2016.

12.7 Confidentiality and IP

- All information relating to the Authority is confidential. Obligation survives Contract for 5 years.
- Instrument-embedded software licence vests with the Consignee (not with the Bidder). Consignee has a perpetual right to use, upgrade, port to replacement hardware.
- Calibration files, method validation files, historical data files vest with the Consignee.

12.8 Dispute Resolution

- Amicable settlement through joint discussion within 30 days of dispute notice.
- Failing that, arbitration by a sole arbitrator appointed by mutual consent, seat Mumbai, language English, per the Arbitration and Conciliation Act 1996 as amended.
- Bombay High Court has exclusive jurisdiction for interim relief and award enforcement.

12.9 Compliance with Statutes

- Maharashtra Public Procurement Rules 2016 as amended.
- General Financial Rules 2017 as amended.
- Public Procurement (Preference to Make in India) Order 2017 as amended.
- Public Procurement Policy for Micro and Small Enterprises 2012 as amended.
- Central Vigilance Commission Circulars on procurement, negotiation and integrity pact.
- Right to Information Act 2005.
- Information Technology Act 2000 for digital signatures and electronic records.
- Goods and Services Tax Act 2017.
- Digital Personal Data Protection Act 2023.
- WEEE and e-waste Management Rules 2022.
- Legal Metrology Act 2009 (for weighing, measuring instruments).
- Bureau of Indian Standards Act 2016 (for BIS certified items).

Section 13. Procurement Timeline (Best Practice)

Event	Day (from Tender Publish Date)	Deliverable
Tender publication on mahatenders.gov.in	Day 0 equals 30 October 2026	NIT plus full RFP plus BoQ Excel plus all Annexures
Written Pre-Bid queries deadline	Day 08 equals 05 November 2026	Email at fdatender2025@gmail.com
Pre-Bid Meeting at FDA Lab BKC	Day 07 equals 04 November 2026, 1200 hrs	On-site plus online participation
Corrigendum or Response to queries	Day 09 equals 06 November 2026	Published on mahatenders.gov.in
Last date for Bid submission	Day 21 equals 20 November 2026, 1500 hrs	Online only on mahatenders.gov.in
Technical Bid opening	Day 22 equals 23 November 2026, 1500 hrs	Envelopes 1 and 2
Technical evaluation, MAF verification with OEMs	Day 23 to 35	Committee scrutiny
Commercial Bid opening for technically qualified	Day 35 to 45	At FDA Lab Mumbai
L1 identification and negotiation (single round)	Day 46 to 48	On record
Bidder Presentation and Product Demonstration	Day 49 to 52	As per section 5.3
Letter of Award	Day 60	Issued through mahatenders.gov.in
Contract signing and Performance Security submission	Day 80 (LoA plus 21 days)	Signed Contract plus PBG
First Purchase Order (staggered)	Day 90 onwards	As per Consignee readiness
Delivery period	PO plus 120 days	DDP Consignee
Installation and Commissioning	Delivery plus 60 days	IQ, OQ, PQ plus method validation
Provisional Acceptance	SAT plus 7 days satisfactory operation	PAT certificate
Final Acceptance	Provisional Acceptance plus 90 days	FAT certificate. Warranty begins.

Section 14. Annexures Index

Annexure	Title	Format	Page no.
I	Detailed Technical Specifications for the 09 Instruments	As per existing RFP pages **1 to**	
II	Bill of Quantities (BOQ.xls)	Excel. Bidder to fill firm all-inclusive prices	
III	Manufacturer Authorisation Form (MAF)	On OEM letterhead	
IV	Technical Compliance Statement	Tabular, line by line per Instrument	
V	CA-Certified Turnover Certificate	On CA letterhead with Membership No plus UDIN	
VI	Prior Similar Supply Experience	PO copies plus Performance Certificates	
VII	Self-Declaration of Non-Blacklisting	Rs 500 non-judicial stamp paper	
VIII	Power of Attorney for Authorised Signatory	Rs 500 non-judicial stamp paper, notarised	
IX	PPP-MII Local Content Declaration	Self-declaration plus CA certification	
X	Format of Performance Bank Guarantee	Bank BG format on Rs 500 stamp paper	
XI	Integrity Pact	CVC template signed by Bidder	
XII	Bid Submission Checklist	Comprehensive checklist	
XIII	Consignee Delivery Locations and Contact Details	Site addresses and site-in-charge contacts	
XIV	Site Readiness Certificate Template	For Consignee use	
XV	SAT, Provisional Acceptance, Final Acceptance Certificate Templates	For TPIA use	

End of Request for Proposal Document

Detailed Technical Specifications (Annexure I) to be attached as separate volume, and BoQ (Annexure II) as separate Excel file, both uploaded to mahatenders.gov.in.