



राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान

National Institute of Plant Health Management

कृषि एवं सहकारिता विभाग, कृषि एवं किसान कल्याण मंत्रालय, भारत सरकार

Department of Agriculture, Cooperation & Farmers Welfare

Ministry of Agriculture & Farmers Welfare, Government of India



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No. 8.8.003/PBD/Digital Keys/2017-18/06

Date: 17.04.2018

इ-निविदा सूचना e-TENDER NOTICE

Sub: Invitation of **Online bids through e-procurement system in Two Cover** for development of software i.e., web portal and android app under project: 'Computer assisted digital identification keys for stored grain insect pests and fruit flies of import and export concern' of Plant Bio-security Division, NIPHM– Reg.

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Sir/Madam,

National Institute of Plant Health Management (NIPHM) an autonomous Institute under Ministry of Agriculture & Farmers Welfare, Govt. of India invites '**Online bids through e-procurement system (<https://eprocure.gov.in/eprocure/>)** for development of software i.e., web portal and android app for Plant Biosecurity Division' in '**Two Cover**' system from the reputed agencies/firms. The list of requirement mentioned in the Annexure-II enclosed.

The schedule of receipt and opening of quotations is as under:-

- | | |
|---|---------------------------|
| 1. Pre-Bid Meeting | 15.00 hrs. on 23.04.2018. |
| 2. Last Date & Time for submission of online bids | 15:00 hrs. on 01.05.2018. |
| 3. Date & Time for Opening online bids (Technical bids) | 16:00 hrs. on 02.05.2018. |

Note:

1. Copy of Tender document is available in CPP Portal (URL: <https://eprocure.gov.in/eprocure/>) and NIPHM, Hyderabad website (URL: <https://niphm.gov.in>). Corrigendum/addendum, if any, will be published only in the website and separate communication will not be sent for the same.
2. Instructions regarding submission of online bids are available at URL: <https://eprocure.gov.in/eprocure/>
3. **Bids should be submitted through online only. Manual/ physical bids will not be accepted.**
4. On submission of online bid, please intimated the same to the e-mail ID: niphm@nic.in

REGISTRAR

SUBMISSION OF TENDER THROUGH ONLINE:

The Tender proposes two stage tender systems viz. **(1) Technical Bid** and **(2) Price Bid**.

- I Technical Bid (Cover-1) : Bidders are requested to upload the required scanned copies of files as per the following:**
- File-1 :** Profile of the Company – stating whether the firm is partnership/registered under the Companies Act along with its necessary enclosures.
Scanned copy of Company Information (filled & signed) as per Annexure – I
- File-2 :** **Proofs in support of eligibility criteria as per the tender.**
Scanned copies of the documents / information (filled & signed) as per the ‘Eligibility Criteria’ Clause – 4
- File-3 :** Scanned copy of Technical compliance sheet (filled & signed) for the item mentioned at Annexure – II
- File-4 :** Authorization letter and undertaking (as per Annexure-IV and Annexure-V) from the Competent Authority of the Company to sign this Tender document. Documents received without such authorization will not be considered for further processing. This is not applicable if the proprietor signs himself as competent authority.

Details to be furnished in the Envelope-B i.e., Price Bid

- I Price Bid (Cover-2) : Bidders are requested to upload the required scanned copies of files as per the following:**
- File-1 :** Scanned copy of Commercial Bid (filled & signed) as per Annexure – III

Note:

1. The Bidders should furnish the location with addresses and license details of the firm.
2. The Bidders shall furnish as part of the bid, documents establishing the Bidders eligibility to bid and its qualifications to perform the Contract if their tender is accepted.
3. The documentary evidence of the Bidder's qualifications shall be established to the satisfaction of NIPHM. However, the decision of Director General, NIPHM will be final in this regard.

1. GENERAL INSTRUCTIONS:

- a. The Bidders are requested to examine the instructions, terms & conditions and specifications given in the Tender. Failure to furnish requisite information in all respects may result in rejection of the bid.
- b. The Bidder(s) are required to study the Institute’s process and complete set-up while quoting for the development, implementation and maintenance charges for the proposed Software and android app. The vendor may accordingly submit the details of hardware as required from NIPHM for implementation of the Web Based Application Software as a part of the technical bid itself.

- c. The vendor would ensure that the deputed manpower at the site is not changed frequently and without the consent of the NIPHM. In any case more than one change per year is not permissible.
- d. NIPHM would provide only seating space at NIPHM's premise and the onsite available Network Connectivity for the vendor's officials. Any other infrastructure like computer / laptop, data card, dongle etc. have to be provided by the vendor.
- e. The Contract shall be interpreted under Indian laws and all disputes will be resolved **within Hyderabad Jurisdiction**. In case of any dispute, the decision of NIPHM, Hyderabad shall be final and binding.
- f. The firm shall not make or allow making an unauthorized copy, use, access or other utilization of these materials commercially or otherwise, directly or indirectly except as agreed to by the NIPHM. The firm shall also ensure complete confidentiality of the information and data provided to carrying out the job.
- g. The firm has to complete the job assigned within the joint agreement time and if the job is not completed within the stipulated time, a suitable penalty as decided by NIPHM will be imposed on the firm.
- h. The NIPHM will have no liability regarding transportation, boarding and loading of firm and their staff.
- i. Under no circumstances the firm shall not appoint any sub-contractor or sub lease the contract. If violated the conditions, the firm will be terminated.
- j. It is not binding on NIPHM to accept the lowest of the bidding.
- k. The firm shall host a server at their end for the entire assignment.
- l. The price accepted by the committee is final and no deviation from it will be accepted in this regard.
- m. The selected service provider/publishers will have to complete the job as per term and conditions specified above.
- n. Quotation should be valid for a minimum period of 90 DAYS from opening of tender. The NIPHM reserves the right to accept or reject the quotation without assigning any reasons whatsoever.
- o. The rates quoted should be inclusive of all charges and bidder should undertake to develop the software and android app at NIPHM at his cost.
- p. The GST where legally leviable and intended to be claimed should be distinctly shown along with the price quoted. Where this is not done it will be treated that the price is inclusive of GST & other taxes. GST registration No. and date of its validity should be indicated. The firm must quote their TIN No. , PAN No., (IT returns) etc. in the quotation (attested copies to be enclosed).
- q. The rates should be mentioned clearly in both figures and words in the bid. If there is any variation in figures and words, rates quoted in words will be taken in to consideration. The overwriting, cutting, erasing, if any should clearly be indicated duly attested.

2. CLARIFICATIONS IN THE TENDER

- a. A prospective Bidder requiring any clarification regarding the Tender may address the Tender Inviting Authority through online up to 6 days prior to the last date. NIPHM will respond in writing to any request for clarification in the Tender.
- b. The responses to the clarifications will also be notified on NIPHM's website <http://niphm.gov.in> and <https://eprocure.gov.in/eprocure/>

I. Amendments to the Tender

- a. NIPHM may amend the Tender Conditions up to 5 days prior to the time fixed for receipt of the Tender.
- b. Amendment to the tender, in response to clarifications sought by prospective Bidders, is solely at the discretion of NIPHM. Such amendments will be notified on NIPHM's website and CPP Portal <https://eprocure.gov.in/eprocure/>
- c. NIPHM, at its discretion, may or may not extend the due date and time for the submission of bids on account of amendments. Extension of time will be notified on NIPHM's website and CPP Portal <https://eprocure.gov.in/eprocure/>
- d. All the Bidders are advised to periodically browse NIPHM website <http://niphm.gov.in> and CPP Portal <https://eprocure.gov.in/eprocure/> for any amendments or corrigenda issued in connection with this Tender. NIPHM will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidders' failure to update the bid documents based on changes announced through the website.

II. The supplier/developers shall not be entitled to any increase in the rates.

III. The agency shall not transfer or assign sub-contract to any other party.

IV. The Price should be quoted only in Indian Rupees.

V. **Corrupt or Fraudulent Practices:** Bidders should observe the highest standard of ethics during the procurement and execution of such contracts.

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution, and

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

NIPHM will reject a proposal for award if it is found that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

3. पात्रता मानदंड/ ELIGIBILITY CRITERIA:

निविदाकारों को निविदा को कोटिंग करने के लिए निम्नलिखित पात्रता मानदंड को पूरा करना होगा एवं खंड-1 के अनुसार अपनी पात्रता प्रमाणित करने के लिए स्कैन हुई दस्तावेजों की प्रतियां अपलोड की जानी चाहिए।

The Bidders should meet the following Eligibility Criteria for quoting the tender and the scanned document copies to prove their Eligibility should be uploaded as per the Clause-1.

Sl. No	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility
1	बोली लगाने वाला मद का विनिर्माता या प्राधिकृत डीलर/एजेंट होगा। The Bidder shall be a manufacturer of the items or an Authorized Dealer/Agent	कंपनी या डीलर का पंजीकरण प्रमाणपत्र/एजेंट प्रमाणपत्र Registration Certificate of the Company or Dealer/Agent Certificate
2	30.10.2017 को पिछले 5 वर्षों के दौरान वेब और मोबाइल ऐप डेवलपमेंट सेवाएं प्रदान करने में फर्म का कम से कम 5 वर्ष का अनुभव होना चाहिए, जिसमें केंद्रीय स्वायत्त / पीएसयू / सरकारी विभाग में संभाला कम से कम एक परियोजना है The firm should have at least 5 year experience in providing Web and Mobile App development services during the last five years as on 31.03.2018 with at least one project handled in central autonomous/ PSU/ Government department	ऐसे दस्तावेज (काम के आदेश) यह साबित करने के लिए कि कंपनी / फर्म ने अपने व्यवसाय में 5 साल के लिए ऐसे सॉफ्टवेयर विकसित किए हैं। Documents (work orders) to prove that the company / firm has developed such software in their business for 5 years.
3	एजेंसी का वार्षिक सकल वार्षिक कारोबार होगा पिछले तीन वर्षों के दौरान कम से कम एक वर्ष के लिए 20 लाख The agency shall have gross annual turnover of Rs. 20 lakhs at least for one year during last three years एमएसएमई, उद्योग, एन एस आई सीके साथ पंजीकृत एजेंसियों के लिए टर्नओवर लागू नहीं है। Turnover is not applicable to registered agencies with MSME, Udyog adhar , NSIC etc.	विधिवत तौर पर हस्ताक्षरित वार्षिक लेखा की प्रति/सनद लेखाकार द्वारा प्रमाणित Copy of Annual Accounts duly signed and attested by a Chartered accountant may be enclosed for FY 2014-15, FY 2015-16 & FY 2016-17.
4	कंपनी का आयकर निर्धारण कम से कम पिछले 03 वर्षों की अवधि का होना चाहिए। The firm should be income tax assessee at least for a period of three years.	आयकर विवरणी की पावती की प्रतियां स्व अनुप्रमाणित एवं कंपनी का पैन कार्ड संलग्न होना चाहिए। Self- attested copies of the acknowledgments of Income tax returns for AY 2015-16, AY 2016-17 and AY 2017-18and PAN Card of the firm should be enclosed.
5	कंपनी/व्यवसाय जी एस टी के तहत पंजीकृत होना चाहिए The firm should be registered under GST.	वैट पंजीकरण जी एस टी प्रमाणपत्र की स्वयं अनुप्रमाणित प्रतियां Self-attested copy of the certificate of GST registration.
6	विभिन्न मदों के लिए बिडरों की ओर से एक से अधिक विनिर्माता होने पर वह उन विनिर्माताओं के लिए एक प्राधिकृत डीलर/एजेंट होना चाहिए। In case a bidder bids on behalf of more than one Manufacturer for different items, he should be a Authorized Dealer/Agent for those manufacturers.	प्रत्येक विनिर्माता से डीलरशीप/एजेंट प्रमाणपत्र होना चाहिए। Dealership/Agent Certificate from each manufacturer, along with authorization to participate in the tender on behalf of the manufacturer/company.

7	Proof of Concept	The firm should submit proof of concept, stating the process and prototype of the web and mobile app development in context. (it could be in PPT/ PDF /Ms. Word)
8	Photographer	The firm is responsible to hire a photographer to collect live pictures of insects on daily/weekly/monthly basis
9	बयाना जमा राशि Earnest Money Deposit	The earnest money shall be Rs. 14000/- (Rupees fourteen thousand only). The Demand Draft from a nationalized bank/ scheduled bank should be drawn in favour of 'NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT', payable at Hyderabad-500030 or it can be in the form of a Banker Cheque form any of the Nationalized bank/Scheduled bank in an acceptable form.

4. SCOPE OF THE WORK, TERMS OF DEVELOPMENT AND PRICE BID VALIDITY:

- a. To development of software which substantially match the specifications laid down by NIPHM. The specifications of software offered shall be mentioned in the comparative statement vide Annexure – II.
- b. The agency\firm should have following competencies in development of software and android app
 - I. Past experience in creating and maintaining very professionally and exceptionally creative mobile applications
 - II. Excellent I.T. skills and project management skills.
 - III. Strong editorial team with communications skills to write clearly and compellingly in English, Hindi and regional languages.
 - IV. Ability to juggle priorities and deadlines and perform well under pressure;
 - V. Ability to respond quickly to the maintenance requirement in the post commissioning phase.
 - VI. Awareness on the latest smart technologies for mobile application.
 - VII. Ability to regularly maintain, update a mobile application.
- c. The agency\firm should have following Essential knowledge and experience in development of software and android app
 - I. Good information technology skills, with previous experience of maintenance, management, editing, and/or development of mobile applications.
 - II. Expertise with android and content-management systems and latest trends and technology in IT developments for mobile applications.
 - III. Strong analytical and research skills, including the ability to analyse audiences, attitudes, communications products and messages.
 - IV. All information, document, photos and data coming in the possession of firm, as a result of the execution of the job shall all at time remain the property of NIPHM.
- d. The Bidder should provide Warranty for a minimum **period of 5 (five) years** for software quoted. The firm shall provide free maintenance and updation of further information/pictures in the web application for the period of 5 years from the date of completion of the work. For defects noticed during the Warranty period, replacement/rectification should be arranged **free of cost within a month**.
- e. The software and android app to be developed should be of as per specifications provided.
- f. Director General, NIPHM reserves the right to reject any or all the quotations received without assigning any reason whatsoever.

- g. **Terms of Supply:** The firm should develop the software and android app **within 9 months** from the date of issue of work order.
- h. **Price Bid Validity: Bids shall remain valid for 90 DAYS from the date of opening of Price bid.** However, the purchaser reserves the right to seek consent for an extension of the period of validity.
- i. **Rates and Prices** Bidders should quote the rates in the format given in Price Bid - Annexure – III. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over writings are permissible. Price quoted shall be firm and final.
- j. The percentage of GST, surcharge, if applicable and other levies legally leviable and intended to be claimed should be clearly indicated in the tender. Where this is not done, no claim on these accounts would be admissible later.
- k. GST should be indicated clearly.

5. **TENDER COST:** The Tender document can be downloaded from NIPHM website at free of cost.

6. SIGNING OF BIDS

Individual signing the tender or other documents connected with contract must specify whether he / she signs as:

- i) **A "Sole proprietor" of the concern or constituted attorney of such sole proprietor;**
- ii) **A partner of the firm, if it is a partnership firm in which case he must have authority to execute on behalf of the firm.**
- iii) **Director or a Principal Officer duly authorized by the Board of Directors of the Company, if it is a Company.**

- a. The bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. **Bidders are requested to sign each and every page of the tender document including Annexure(s) attached thereto.**
- b. Any alterations, erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorised to sign the bid. Tender documents should be free from over writing.

7. ACCEPTANCE OF TENDER / CONDITIONS OF THE CONTRACT

- a. The final acceptance of the Tender is entirely vested with NIPHM which reserves the right to accept or reject any or all of the Tenders in full or in part.
- b. After acceptance of the Tender by NIPHM, the Bidder shall have no right to withdraw his Tender and **Prices payable to the Supplier as stated in the Contract shall be final and not subject to any adjustment during performance of the Contract.**
- c. If a Tenderer withdraws the tender after the closing date specified in the tender (or) in the case of the Successful Tenderer failing to develop the software as per specification mentioned in the work order or does not accept the work order for any reason, whatsoever, penalty of 5% of value of order shall be imposed/levied as liquidated damages, apart from forfeiture of EMD/Performance Security.

8. Liquidated Damages

If the Supplier fails to develop the software or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, at the rate of 1% of the delivered price of the development of software or unperformed Services for each week or part thereof of delay until actual delivery, submission of documents and performance, up to a maximum deduction is 10% of the contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

9. Termination for Default

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or part:

- (a) if the Supplier fails to develop the software within the period(s) specified in the Contract, or with any extension thereof granted by the Purchaser; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

‘For the purpose of this clause

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition.

- 9.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. The same may at any time thereafter be deducted from any amount that may become due to the supplier this or any other contract or from the Performance Security or may be demanded of him to be paid within 7 days to the credit of the NIPHM. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

10. REJECTION OF TENDER:

NIPHM also reserves the right to reject/cancel the tender without assigning any reason thereof.

11. PAYMENT OF PERFORMANCE SECURITY (PS):

The Successful firm(s) shall require to deposit 5% of the order value as Security deposit/Performance Security either by means of demand draft or irrevocable Bank Guarantee obtained from any nationalized/Scheduled banks in favour of National Institute of Plant Health Management (NIPHM), Hyderabad which should be valid beyond 60 days from the date of completion of all contractual obligations of the supplier including warranty obligation. The security deposit will be released/discharged after 60 days of completion all contractual obligations of the supplier including warranty obligation.

12. EMD Amount and Mode of Submission:

The bidders should submit EMD of Rs. 14,000/- for the equipment quoting in the form of demand draft/Bankers Cheque drawn on any Nationalized bank/Scheduled Bank should be drawn in favour of "NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT", payable at Hyderabad-500 030 and should be submitted to the office on or before tender closing date & time. If EMD is not received by closing date & time, tender shall be rejected.

- a) "The EMD amount of the unsuccessful Tenderers will be returned after the acceptance of the successful Tenders within a reasonable time on or before 30th day of the award of the contract.
- b) The EMD amount held by NIPHM till it is returned to the unsuccessful Tenderers will not earn any interest thereof.
- c) The EMD amount of Successful Tenderers will be adjusted as part of the Security Deposit (SD) due for successful execution of the contract.
- d) Tenders **without** EMD amount will be **rejected** by NIPHM as non-responsive. If the tenderer is exempted from submission of EMD, he should enclose the copy of the supporting document / certificate issued by Government along with the Tender.
- e) If a Tenderer withdraws the tender during the period of tender validity specified in the tender (or) in the case of the Successful Tenderers, if the Tenderer fails to sign the contract or to remit Security Deposit, the EMD amount shall be forfeited to the NIPHM.

13. INDEMNITY: If the tenderer fails to provide the required services are goods as per the tender conditions the Bidder shall indemnify, defend and hold and keep indemnified, the NIPHM from and against all actions, suits, decree proceedings, claims, damages, compensations, costs, expenses, liabilities and demands brought or made against the NIPHM in respect of any matter or thing done or omitted to be done by the Bidder / Vendor or its employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Bidder's performance under this Tender and against any loss, compensations or damage to the NIPHM in consequence of any action or suit or proceedings being brought against the Bidder or its employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work under this Tender, including but not limited to non-compliance with the applicable laws, rules, regulations and directions, orders etc. of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights

14. CONFIDENTIALITY:

Bidder / Vendor shall not use or disclose any Confidential Information of the NIPHM except as specifically contemplated herein. For purposes of this Tender "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

15. Inspection and Testing:

The inspection of installation of software and mobile app shall be carried out to check whether the software and mobile app are in conformity with the mentioned in the tender. The bidder will test all operations and accomplish all adjustments (tuning) necessary for successful and continuous operation of the systems to the satisfaction of the NIPHM.

The acceptance test will be conducted by NIPHM or any other person nominated by NIPHM, at its option. There shall not be any additional charges for conducting acceptance tests. All software should be complete. The bidder shall maintain necessary log in respects of results

of the tests to establish to the entire satisfaction of NIPHM, the successful completion of the test specified.

16. TERMS OF PAYMENT:

The term of payment, for the work awarded by the respective departments are as follows:

- a. The vendor shall also submit a staggered bank guarantee equal to 10% (Ten percent) of the Order value, drawn in the name of NIPHM. Hyderabad.
- b. Payment will be made in Indian Rupees. Payment will be made only after receiving recommendation by project in charge of respective department and committee for satisfactory completion of the work as mentioned in the work order. Vendor need to obtain sign off from the respective department, on achieving every milestone.
- c. Payments shall be subject to deduction of any amount for which the Vendor is liable as per the penalty clause of this tender document.
- d. The payment will be made on the milestone basis and will be as per the agreed terms and conditions between NIPHM and the successful bidder:

Sr. No	Milestone	Payment %
1	Completion of 3 months	30%
2	Completion of 6 months	30%
3	Completion of 9 months	30%
4	Completion of Entire project	10%

17. Force Majeure

- 1 Notwithstanding the provisions of the tender conditions, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Rules of procedure for arbitrations proceedings shall be as:

(a) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.).

- (b) If one of the parties fails to appoint its arbitrator in pursuance of above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.) both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Registrar of the Indian Council of Alternate Dispute Resolution (I.C.A.D.R.), making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Hyderabad, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (e) Where the value of the contract is up to Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.), Hyderabad.

19. Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The purchaser shall pay the Supplier any monies due the Supplier.

20. Pre- bid Meeting: Pre- bid meeting will be conducted at NIPHM, Hyderabad on **18.04.2018** at 3.00 p.m. as the solution expected by the technical personnel needs to be clearly understood by the prospective bidders.

* * * * *

21. BIDDER'S PROFILE- PART-A:**SUPPLY OF Laboratory Equipment:**

1	THE FIRM a) Name b) Regd. Address c) Address for correspondence d) <u>Contact Person's</u> i) Name & Designation ii) Address iii) Tel. No. Landline & mobile iv) Email ID	
2	Type of Firm	Sole Proprietor / Private Ltd. / Partnership / Co-operative / Public Co. (Pl. tick and enclose copy of Memorandum/Articles of Association/ Certificates of Incorporation)
3	Please mention PAN/GIR NO. & date & year of Registration. (please enclose photocopy)	
4	GST registration No. (please enclose photocopy)	
5	The annual gross turnover during last three years. (Please enclose copies of ITR/Audited balance sheet and P&L account etc.)	
6	Technical specifications supported by printed literature of the manufacturer, giving all the details of conformity and non-conformity if any. Additional features if any with support. *	
7	The firm should be income tax assessee at least for a period of three years (Income Tax returns to be enclosed).	
8	Experience as on the last date of the submission	

* Detailed information in the form of printed brochures, catalogue, forms and formats and certificates be annexed.

Signature of authorised signatory

Name : _____

Designation _____

Seal :

22. तकनीकी विनिर्देशन | Technical specifications and scope of work:**COMPUTER ASSISTED DIGITAL IDENTIFICATION KEYS FOR STORED GRAIN INSECT PESTS AND FRUIT FLIES OF IMPORT AND EXPORT CONCERN****SCOPE OF WORK:**

- i. To develop pictorial identification keys for insects of export/import concern to India i.e. storage pests and fruit flies
- ii. To develop identification keys with descriptions of each part for identification of the insects and it shall be indicated from each part of the insect picture.
- iii. To design and develop the website as per GOI guidelines in English (No Google translation to be used).
- iv. Comprehensive search facility of individual section of the website as well as entire website in English.
- v. Graphical, Pictorial and audio video interfaces, wherever and whenever needed.
- vi. The user's particulars with user id and passwords.
- vii. Addition of content as per the requirement.
- viii. To provide web space and link to NIPHM website.
- ix. To provide clearance of website from CERT-In empanelled agency or any Government of India Agency for security audit certificate / safe to host certificate.
- x. Design and Composition of Home page of the Website and its approval:**

The identified agency / vendor must study the existing website of the NIPHM and design the homepage as per the above mentioned features and scope of the work. The agency / vendor needs to prepare different templates for the homepage, Contents of the website and sitemap which would be presented to and finalized after consultation with NIPHM.

xi. Web Development Standards:

The Website should be developed with the latest technology, using up-to-date and well established development tools and software. The development approach should conform to the best practices in the Website development and maintenance industry. Generally it should ensure the following:

- a. Adherence to commonly accepted standards and practices, including W3C compliance.
- b. Using latest website design technologies with acceptability on all current user technology platforms; browsers, operating systems, client systems.

SECURITY:**The vendor will provide for the following security features:**

- i. Tools for control and monitoring Website security
- ii. Protection against defacement, hacking
- iii. Design should incorporate security features to protect the site from Session Hijacking, Sql injection, Cross scripting, Denial of Service etc.

SECURE HOSTING:

The vendor shall specify and recommend suitable systems to ensure complete security and performance of the Website. The proposal should include details as under:

- Systems required
- Software required including control and monitoring tools
- Security of systems- databases, software; access controls

The proposal should include details of security architecture proposed for the Website incorporating various systems required, control and monitoring tools, access control etc. The vendor should also provide the list of agencies providing secure hosting services within India who are complying with the Cert-in security norms.

1. Disaster Recovery and Business Continuity Plan:

A detailed DRP/BCP for the Website services should be submitted as a part of the proposal.

Copyright / License Violations & Provision of Legal Copies:

NIPHM will not be responsible against any liability for the use of Software with regard to copyright / license if any.

2. Confidentiality & Non-disclosure agreement:

The vendor undertakes to comply with all the confidentiality and non-disclosure conditions spelt out in the contract agreement, and confirms that this will be binding upon the company and all its employees, and associate partners if any who are or may be involved in the project at any stage.

BROAD DETAILS OF SCOPE OF WORK:(Web Application)

1) Image in Slices:

The Slicing and presentation of images so as to depict each part of the insects in a more detailed view, The individual parts when clicked should be zoomed out and present a detailed description of each part with multiple colour coding.

The high-resolution pictures are to be provided by NIPHM and the associated content as well.

2) Identification using characteristics:

Each characteristic of the insect has to be depicted in a visually appealing manner where all the characteristics have to be fed to the database given by NIPHM and those have to be selected or discarded with each element highlighted.

3) Lucid Keys:

The associated lucid keys have to be developed and deployed/integrated whichever optimises the effort.

SCOPE OF MOBILE APPLICATION:

The features in above have to be carried in mobile application (ANDROID) as well.

Along with it, there should be an option for the farmers to send pictures of fruit Flies to NIPHM via ANDROID APP. Identify and report the same with the help of latitude /longitude of the sender location.

The bidder must employ adult and skilled photographer only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.

Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis should be maintained by the Supervisor of the bidder and will be countersigned by the NIPHM officer-in-charge at regular intervals and finally at the end of each month.

The bidder should possess or procure needful infrastructure, gadgets and other material required for smooth application development services. No additional cost towards this will be borne by NIPHM.

JOBS TO BE CARRIED OUT WEEKLY

Weekly updates on collection of pictures of all available species (insects) provided by NIPHM. A knowledge transfer is provided on the characteristics of the insects at NIPHM. The supervisor or any other resource is anticipated to be in NIPHM to receive the same on a weekly basis. In case the resource seizes his services to the rendering company, he/she needs to transfer the knowledge to his replacement, thereby saving the time and efforts by NIPHM.

The Website should be developed using Free and Open Source Software (FOSS) solutions for platform independence using Linux Operating System along with content management software (CMS like Joomla or Drupal) and web analytics on all Operating System.

23. कीमत बोली/ PRICE BID – PART-B

Name of the item: Laboratory Equipment (As per specifications mentioned at Annexure-II)

क्र.सं . Sl. No.	मद का विवरण / Item Description	Quantity परिमाण	Software development amount (Rs.)	GST	Total Amount (Incl. GST)
1	Development of web application with android App, identification of different fruit files and storage pests with high resolution pictures and taxonomic characters.				

- Note:** 1. Items should be delivered and installed at NIPHM.
2. GST should be indicated clearly.
3. Prices should be quoted only in Indian rupees.

We are herewith undertaking that the details provided above are true and to abide by the terms and conditions contained in the bid document of NIPHM.

प्राधिकृत पदाधिकारी का हस्ताक्षर
Signature of authorised official
(मोहर एवं स्टांप सहित/
With seal and stamp)

नाम/ Name:

पदनाम/ Designation:

i. प्राधिकार पत्र हेतु प्रपत्र / FORMAT FOR AUTHORISATION LETTER

सेवा में/To,

रजिस्ट्रार/ The Registrar,
 राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान
 National Institute of Plant Health Management,
 राजेन्द्रनगर/ Rajendranagar,

हैदराबाद/Hyderabad-500 030.

तेलंगाना / Telangana,

महोदय/महोदया

Sir/Madam,

हम एतद्वारा ----- को बोली(बिड) प्रस्तुत करने एवं भाग लेने हेतु तथा प्रस्तुत किए गए संविदा संदर्भ ----- पर हस्ताक्षर करने के लिए प्राधिकृत करते हैं। इस संबंध में उनके द्वारा लिया गया कोई भी निर्णय हमें स्वीकृत है।

We hereby authorise _____ to submit a Bid and subsequently participate and sign the contract submitted against the Ref.: _____. We hereby accept his decision taken, if any, in this regard.

(प्रतिनिधि के तौर पर एवं कंपनी की ओर से हस्ताक्षर)

(Signature for and on behalf of the Company)

स्थान/Place :

दिनांक/Date :

ii. FORMAT FOR UNDER TAKING

UNDERTAKING

- a. मैं/हम वचन देता हूं /देते हैं कि मैंने/हमने सभी निबंधन एवं शर्तों को सावधानीपूर्वक अध्ययन कर लिया है एवं रावस्वाप्रसं (एनआईपीएचएम) के प्रस्तावित आपूर्ति संबंधी मानदण्डों को समझ लिया है तथा उल्लिखित सभी मानदंडों का अनुपालन करूंगा/करेंगे।

I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed supplies of the NIPHM and shall abide by them.

- b. I / हम यह भी कार्य करते हैं कि मैं हम / _____ के निविदा के अनुलग्नक-2 में उल्लिखित विकास के सॉफ्टवेयर" के लिए पैरामीटर और तकनीकी विनिर्देश और हैं चुके समझ को " विकसित सॉफ्टवेयर से सख्ती अनुसार के विनिर्देशों तकनीकी और पैरामीटर" लिए के सॉफ्टवेयर ।"करेंगे

I/We also undertake that I/We have understood "Parameters and Technical Specifications for developing the software" mentioned in Annexure-II of the Tender dated _____ and shall develop the software strictly as per these "Parameters and Technical Specifications for the software".

- c. मैं/हम आगे यह भी वचन देता हूं /देते हैं कि इस निविदा में सभी संदर्भों में दी गई सूचनाएं मेरी अधिकतम जानकारी के अनुसार सही और सत्य है एवं मैं/हम इसके प्रति पूरी जिम्मेदारी लेता हूं /लेते हैं। और फर्म / कंपनी को किसी भी सरकारी कार्यालय / मंत्रालय / विभाग / पीएसयू / प्रतिष्ठित संगठन और बैंक आदि द्वारा सूचीबद्ध नहीं किया गया है।

I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same and the firm / company has not been black listed by any Government Office/Ministry/ Department/PSUs/reputed organisation and banks etc.

दिनांक : (कंपनी के मोहर सहित निविदाकार के हस्ताक्षर एवं दिनांक)

Dated at

(Dated signature of Bidder with stamp of the firm)

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION :

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Click here to Enroll**" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sift' / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS :

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS :

- 1) Bidder should log into the e-procure website well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable **and** enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details(such as name of the bidder). No other cells should be changed. Once the

Details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.