

### 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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Date: 01.11.2016

#### No. 16/PMD/Rate Contract/2016-17/23

#### **EXPRESSION OF INTEREST (EOI)**

# NOTICE INVITING EXPRESSION OF INTEREST FOR EMPANELMENT OF SUPPLIERS FOR SUPPLY OF LABORATORY CONSUMABLES FOR THE YEAR 2016-17

National Institute of Plant Health Management (NIPHM) an autonomous Institute under Ministry of Agriculture & Farmers Welfare, Govt. of India invites **expression of interest for empanelment of suppliers for supply of Laboratory Consumables for the year 2016-17**<sup>°</sup> from the reputed manufacturers/authorized distributors/dealers. The analytical activity majorly in the filed of pesticide residue and formulatory analysis and hence consumables include certified reference material (CRMs) of pesticides, PSA, PR grade Chemicals and solvents, GC, LC, MS columns. The participating parties may submit expression of interest in the Proforma attached at Annexure-I, giving list of items (Chemicals , glassware, plasticware and miscellaneous lab items etc.,) along with the catalogue of the items which they are dealing and willing to supply to NIPHM.

#### REGISTRAR

#### **ELIGIBILITY CONDITIONS:**

The firm should submit the following supporting documents in an envelope super scribed "EXPRESSION OF INTEREST FOR EMPANELMENT OF VENDORS FOR SUPPLY OF CHEMICALS, GLASSWARE, PLASTICWARE AND MISCELLANEOUS LAB ITEMS)" to fulfill the eligibility criteria:

- 1. Copies of Registration Certificate of CST / VAT / TIN No.
- 2. The firm should have 3 years experience in supply of similar items.
- 3. The firm should have gross Annual turnover of Rs. 50 lakhs for the last 3 financial years.
- 4. The copies of Audited Statement of Accounts (Balance Sheet, Profit and Loss statement, Notes on Accounts) for the last three financial years along with the Statutory Audit report have to be furnished.
- 5. Registration Certificates with DGS&D /NCCF /ICAR / Govt. Sectors. Previous empanelment with DGS&D/NCCF/ICAR/ Universities etc will be preferred.
- 6. Copy of PAN Card of the firm.
- 7. List of products (ie., chemicals, glassware, plastic ware and misc. lab items) along with catalogue specifications, make and model etc details shall be furnished.
- 8. Current dealership agreement from Principal/Manufacturer (Authorization letter) along with SSI/NSIC certificate
- 9. Affidavit/ undertaking of not being blacklisted by any Govt. Agency/ department.
- 10. Bank Details on letter head along with cancelled cheque.
- 11. Offers should be accompanied by a **DD of** Rs. **1000/-** (**non-refundable**) **in favour of 'NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT'** payable at Hyderabad towards the processing fee.
- 12. On receipt of the registration form along with the requisite documents as mentioned above, the supplier shall be empanelled with the NIPHM after Scrutiny.
- 13. Mere fulfilling the eligibility conditions will not entail a right of claim of empanelment.

#### **TERMS & CONDITIONS:**

1. The vendor from the empanelled list winning specific quotation will be responsible for supplying the items in required quality and quantity.

2. The validity of empanelment will be for two years.

3. The decision of NIPHM on both the empanelment and award of specific order shall be final and no queries or appeal for review shall be entertained.

4. NIPHM reserves the right to cancel the panel and a specific job at any time without assigning any reason, whatsoever.

5. NIPHM also reserves the right to restrict the opportunity to bid for a specific supply to a limited number of vendors in the panel.

6. The said registration, only qualifies a particular vendor for consideration for issue of tender papers in case of limited tenders for relevant category only for which vendor is registered /empanelled. However, this will not give any claim to the party for award of work/ purchase order.

7. NIPHM reserves the rights to accept, consider or reject any or all applications without assigning any reasons thereof. The decision of NIPHM, in respect of registration of parties for various categories of work / items shall be final & binding on all concerned registered firms / vendors in the panel of NIPHM.

8. Vendors once empanelled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of NIPHM and keep the Institute informed of new products/ developments / innovative ideas that shall help reduce the cost and improve quality, reliability, etc.

9. Two-part tendering is done where technical screening/clear technical specifications are not available. In such cases vendors will be asked to submit both techno commercial and price bids separately. Price bids of technically accepted bids only will be opened.

10. This document is treated as a valid contract between NIPHM and Vendor, and adherence to all aspects of fair trade practices in executing the purchase orders/ work orders placed by NIPHM from time to time during the registration period.

11. In case of empanelled vendor is found in breach of any terms & condition(s) of NIPHM or supply/work order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits shall be forfeited by NIPHM, besides debarring and blacklisting the vendor concerned for at least three years, for further dealings with NIPHM.

12. The vendor should not assign or sublet the empanelment or any part or it to any other vendor in any form. Failure to do so shall result in termination of empanelment.

13. Any vendor can get registered and empanelled any time throughout the year. All those firms which are registered and confirmed shall be entertained for various queries.

14. All registered firms are expected to maintain absolute integrity, follow a decent standard of business ethics and do nothing unbecoming of a registered supplier.

15. In all future correspondence with NIPHM, empanelled vendors are required to quote the Registration No.

16. The NIPHM has all the rights reserved to add / delete / alter any of the items and to amend / add any of the terms and conditions included in the registration granted to firms with effect from any date, without assigning any reason(s) for the same.

17. Incomplete expressions of interest or expressions not in proper format or received after the due date shall not be entertained.

18. Vendors / Firms registered with DGS&D, NSIC, NCCF (for items specified by NCCF), shall be considered for registration/empanelment at NIPHM, on the basis of registration certificate of such agencies along with other certified documents.

19. Service Centers: Service Centre in Hyderabad as well as in major cities, operational for more than 3 years, may be given. For authorized distributor / OEM centers the vendor shall produce a copy of the valid agreement / undertaking from authorized distributor / OEM. On verification of the information, if at any time the furnished information is found incorrect the registration is liable to be cancelled and the firm may be black listed. & the EMD / SD will be forfeited by the Institute.

20. <u>Price Variation Clause</u>: During the validity of the empanelment including the extended period, if the vendor sells any empanelled item to any other department / Organization at a price lower than the price fixed for NIPHM, the vendor must voluntarily pass on the price difference to NIPHM with immediate effect. 21. <u>Disclosure of Rate Contracts</u>: The firm should submit the self attested rate contracts executed with other department /organizations.

22. <u>Indemnity</u>: The selected vendor shall indemnify the NIPHM and user departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. NIPHM/ User department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders.

23. <u>Termination for Default</u>: Default is said to have occurred i) if the vendor fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by NIPHM. ii) If the vendor fails to perform any other obligation(s) under the empanelment.

24. If the vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from NIPHM (or takes longer period in-spite of what NIPHM may authorize in writing), NIPHM may terminate the empanelment/ purchase order in whole or in part.

25. All disputes in this connection shall be settled in Hyderabad (Telangana) jurisdiction only.

26. Excise Duty: Institute is exempted fro payment of Customs / Central Excise Duty charges vide Govt. of India, Ministry of Science and Technology, Dept. of Science and Industrial Research, vide Letter No. TU/V/RG-CDE (1176)/2015, 05-11-2015.

- 27. <u>Payment Terms</u>: No advance payment is permissible. Payment will be made only after satisfactory acceptance of stores by the concerned in-charge, within 30 days.
- 28. In the event of the date & time specified for EOI opening being declared as closed holiday for purchaser's office, the date for opening of tenders will be the following working day at the specified timings.

29. The rates quoted should be inclusive of all charges such as Octroi, packing, forwarding, insurance and loading, unloading, freight and clearance etc. and bidder should undertake to supply goods at NIPHM at his cost.

30. The supplier will be fully responsible for any loss in transit and will also be responsible for safe delivery of the goods/stores in good conditions at NIPHM.

31. Wherever applicable minimum warranty should be one year.

## 32. Supply to be made from the latest batch at production with maximum life period in original packing.

33. <u>Liquidated Damages</u>: If the firm failed to delivery any or all of the goods or to perform the services within the delivery period specified above, a some equivalent 1.0% of the contract price per week or part thereof off delay until actual delivery or performance shall be deducted from the bill up to a maximum deduction of 10% of the contract price. Once the maximum is reached, we may consider termination of the contract.

34. Sales tax/VAT, excise duty and other Govt. levies will be paid extra as applicable under rule. Interested vendors may submit their applications superscribing "EXPRESSION OF INTEREST FOR EMPANELMENT OF VENDORS FOR SUPPLY OF CHEMICALS, GLASSWARE, PLASTICWARE AND MISCELLANEOUS LAB ITEMS)" to the Registrar, NIPHM, Rajendrangar, Hyderabad 500030 latest by 04.11.2016 by 3.00 p.m..

Last Date & Time of Submission of EOI:	15.11.2016 by 3.00 p.m.
Date & Time of Opening of EOI :	15.11.2016 at 4.00 p.m.

**ANNEXURE-I** 

### National Institute of Plant Health Management Registration of Vendors for Supplying Goods

(Format for Expressions of Interest)

#### Manufacturer Authorized Dealer/Agent Retailer Service Provider

Firm's Name:			
Owner's Name:			
Full Postal Address:			
City			
Email Address:			
Contact Person's Name:			
Contact No. :			
Fax No.:	Email id:		
CST / VAT / TIN No.Registration No. :			
PAN of the firm:			
Authorization Letter/Dealership Certificate:			
Current Bank Alc No. :			
(Statement of last twelve months should be en	nclosed)		
Annual Turnover for last 3 years:			
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(Audited Statements of Accounts of last three financial Years should be enclosed)

Documents (Audit Report, Balance Sheet, Profit and Loss statement, Notes on Accounts) to prove that the company / firm has supplied such items in their business for 3 years.

Details of the DD:	
Signature with Seal: _	
Date:	

**ANNEXURE-II** 

#### ACCEPTANACE CERTIFICATE

Signature of the authorized person of the Bidder with Company Seal with date