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
Ministry of Agriculture & Farmers Welfare, Government of India

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Rajendra Nagar,
Hyderabad – 500 030
http://niphm.gov.in

No. 16/170/2/NIPHM/2016/5 Date: 20-04-2017

इ-निविदा सूचना

e-TENDER NOTICE

NOTICE INVITING TENDER FOR PROCUREMENT OF 'HPLC with PDA and HPLC with UV-VIS Detector'

Online bids under two bid system, through e-procurement (https://eprocure.gov.in/eprocure/***) are invited from the Manufacturers/Dealers/Agents for procurement of 'HPLC with PDA and HPLC with UV-VIS Detector'. The method of submission of tender, amount of Earnest money / Performance Security and General Terms and Conditions applicable to tender, the technical specifications have been given in the Tender document. The proforma for submission of tender has been given in Part-A, Annexures -I and II (Technical Bid) and Part-B Annexure-III (Financial Bid) of this Notice Inviting Tender. The schedule of tender is given as under:***

BID REFERENCE No.	:	*No. 16/170/2/NIPHM/2014/.....*
DATE OF COMMENCEMENT OF BIDDING DOCUMENT	:	*on 24-4-2017*
LAST DATE AND TIME FOR RECEIPT OF BIDS ON	:	*16-5-2017 up to 15.00 hrs.*
TIME AND DATE OF OPENING OF TECHNICAL BIDS ON	:	*17-5-2017 at 16.00 hrs.*
PLACE OF OPENING OF BIDS	:	*National Institute of Plant Health Management (NIPHM), Rajendranagar Hyderabad – 500 030 (Telangana) INDIA*
ADDRESS FOR COMMUNICATION	:	*The Registrar, National Institute of Plant Health Management (NIPHM) Dept. of Agriculture & Cooperation, Ministry of Agriculture and Farmer's Welfare, Government of India, Rajendranagar, Hyderabad - 500 030, (Telangana), INDIA Ph: + 91 40 24013346, 24011633 Tele Fax: +91 40 24015346 Web : http://niphm.gov.in E-mail: infoniphm@nic.in/ niphm@nic.in/ registrarniphm@nic.in*

Note:

1. ***A complete set of Bidding Documents in English may be downloaded at free of cost from 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 intimate the same to the e-mail ID: niphm@nic.in***

REGISTRAR

NOTICE INVITING TENDER FOR PROCUREMENT OF
'HPLC with PDA and HPLC with UV-VIS DETECTOR'

TABLE OF CONTENTS

No.	Details	Page No's
SECTION – I	Notice Inviting Tender and Instructions to Tenderers	3-14
SECTION – II	General Conditions of Contract (GCC)	15-26
SECTION – III	Schedule of Requirements	27-28
SECTION – IV	Technical Specifications	29-35
SECTION – V	Qualification Requirements	36
SECTION – VI	Bid Form, Price Schedules and other Formats	37-49
SECTION – VII	Integrity Pact	50-56
SECTION – VIII	Instructions for Online bid submission	57-59

SECTION – I
NOTICE INVITING TENDER AND INSTRUCTIONS TO TENDERERS

1. GENERAL

1.1 Preamble of Tender

National Institute of Plant Health Management, an autonomous Institute under Ministry of Agriculture and Farmer's Welfare, Govt. of India is mandated to promote environmentally sustainable Plant Health Management Practices in diverse and changing agro-climatic conditions and provide policy support to Central and State Government on Plant Health Management, Sanitary and Phyto-sanitary issues and emerging bio-security challenges.

NIPHM is in the process of strengthening the infrastructure facilities of different Divisions. As part of the effort to improve the infrastructure, NIPHM intends to procure equipment for Pesticide Management Division through the process of Tender.

Director General, National Institute of Plant Health Management (NIPHM), Govt. of India, Rajendra Nagar, Hyderabad, invites bids under the single stage: two bid system in two envelope (i.e. Technical proposal and Price proposal) for supply of the following equipment. The Manufacturers/Dealers/Agents may offer their most competitive rates.

Schedule No.	Item Description	Quantity (in Unit)	Bid Security (in Rs.)
I	HPLC with PDA	**01**	**1,45,600**
II	HPLC with UV-VIS Detector	01	

A complete set of Bidding Documents in English may be downloaded at free of cost by any interested Bidder from CPP Portal (URL: https://eprocure.gov.in/eprocure/) and NIPHM website http://niphm.gov.in & niphm.ap.nic.in.

Interested Bidders may obtain further information at the office of the Registrar, NIPHM at the address given below: -

National Institute of Plant Health Management (NIPHM)
Dept. of Agriculture & Cooperation, Ministry of Agriculture and Farmer's Welfare, Government of India
Rajendranagar, Hyderabad - 500 030 (Telangana) INDIA
Ph: + 91 40 24013346, 24011633
Tele Fax: +91 40 24015346

1.2 Delivery Schedule & Terms of Delivery

Delivery of the items should be effected, within 8 to 10 weeks from the date of the signing of agreement.

1.3 Deadline for submission of bids: 15.00 Hrs on ….-3-2017

The Purchaser may extend the deadline for submission of Tenders by issuing an amendment in writing in accordance with Clause 6.3 in which case all rights and obligations of the Purchaser and the Tenderer previously subject to the original deadline will be subject to new deadline.

1.4 Date & Time of opening of bids: 16.00 Hrs on …..-4-2017

1.5 Clarification Start time & date: 15.00 Hrs on …..-4-2017

1.6 Clarification End Time & date: 15.00 Hrs on …..-4-2017

2. CHECK LIST FOR SUBMISSION OF INFORMATION ON ELIGIBILITY CRITERIA

The Bidder's should meet the following Eligibility Criteria for quoting the tender and the proof for the Eligibility should be provided in the Technical Bid.

Documents required for Eligibility Criteria:

Sl. No	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility
1	The Bidder shall be a manufacturer of the equipments or an Authorized Dealer/Agent	Registration Certificate of the Company or Dealer/Agent Certificate
2	The firm should have at least 5 years experience in Manufacturing/ Dealing/Supplying such equipments as on last date of bid submission.	Documents to prove that the company/firm has supplied the equipment in their business for 5 years for which quotes has been submitted. In respect of authorised dealers, the experience of Manufacturer will be considered.
3	The Bidder's average annual gross turn over should not be less than Rs. 15 Crore for 3 years during the last five financial years. In case the dealer/Agent is quoting on behalf of the Company/Manufacturer, the experience and turnover of the manufacturer will be taken into consideration.	Audited Financial Statements/Annual Accounts duly signed by the Chartered Accountant for the three years.
4	The firm should be an income tax assessee at least for a immediately preceeding period of three financialyears.	*Self attested copies of the acknowledgement of Income tax returns on behalf of the company and PAN Card of the company should be enclosed.*
5	The firm should be registered under VAT & Service Tax.	Self attested copies of the certificates.
6.	In case a bidder bids on behalf of more than one Manufacturer for different equipment, he should be an Authorized Dealer/Agent for those manufacturers.	Dealership/Agent Certificate from each manufacturer.
7.	**Warranty:** The bidder should extend warranty for a period of three years and willing to offer AMC services for a period of 5 years beyond the warranty period.	*An undertaking to be furnished.*
8.	Bid Security	Bid security as mentioned in Section-III (Schedule of Requirement). The demand draft from a Nationalised Bank/Scheduled Bank should be drawn in favour of 'NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT' payable at Hyderabad-500 030 or Bankers Cheque drawn any of the Nationalized/Scheduled banks in an acceptable form in favour of NIPHM.
9.	Preliminary examination	Documents to be submitted as per clause 7.9.

3. QUALIFICATION CRITERIA TO BE SATISFIED

3.1 The Qualification Criteria to be satisfied are given at Annexure I enclosed.

3.2 **Whether Technical Bid (Envelope A) contains:**

3.2.1 Bid Security amount as mentioned in Section-III (Schedule of Requirement).

3.2.2 Pre-Qualification details as laid down in the Tender under Eligibility Criteria.

3.2.3 Technical Bid in the original Tender document and other supportive documents including leaflets/pamphlets.

3.2.4 Filled up and signed Bidder's Profile statement viz., Annexure 1

3.2.5 Technical proposal submission sheet – Annexure 2

3.2.6 Bid Security Form – Annexure 7

3.2.7 Contract Form – Annexure 8

3.2.8 Performance Security Form – Annexure 9

3.2.9 Manufacturer's Authorisation Form – Annexure 10

3.2.10 Proforma for Performance Statement – Annexure 11

3.2.11 Audited Annual reports

3.3 Whether Financial Bid (Envelope-B) contains:

3.3.1 Price Proposal Submission Sheet – Annexure 3

3.3.2 Price Schedule for Domestic Goods – Annexure 4

3.3.3 Price Schedule for goods to be imported from Abroad – Annexure 5

3.3.4 Price Schedule for AMC – Annexure 6

4. CONTENTS OF TENDER DOCUMENT

4.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

(a) Instruction to Bidders;
(b) General Conditions of Contract;
(c) Schedule of Requirements;
(d) Technical Specifications;
(e) Technical proposal submission form, Price proposal submission form and Price Schedules;
(f) Bid Security Form;
(g) Contract Form;
(h) Performance Security Form;
(i) Performance Statement Form;
(j) Manufacturer's Authorization Form;
(k) Integrity Pact
(l) Bidder's Profile
(m) Qualification Requirement

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents [in every respect] will be at the Bidder's risk and may result in rejection of bid.

5. CLARIFICATION OF BIDDING DOCUMENTS

5.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing by **Tele Fax: +91 40 24015346** or **e-mail: registrarniphm@nic.in ; niphm@nic.in.**

5.2 The Purchaser will respond in writing to any request for clarification of the Bidding Documents, which it receives not later than 07 days prior to the deadline

for submission of bids prescribed in clause 1.3. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be notified in the NIPHM website.

6. AMENDMENT OF BIDDING DOCUMENTS

6.1 NIPHM may amend the Tender Conditions up to 05 days prior to the time fixed for last date of the Bid submission.

6.2 Amendment to the tender, in response to clarifications sought by prospective Bidder's, is solely at the discretion of NIPHM. Such amendments will be notified on e-procurement CPP portal and NIPHM's website.

6.3 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, if any, will be notified on e-procurement CPP portal and NIPHM's website.

6.4 All the Bidder's are advised to periodically browse NIPHM website http://niphm.gov.in and e-procurement CPP Portal (URL: 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 Bidder's' failure to update the bid documents based on changes announced through the website.

7. PREPARATION AND SUBMISSION OF BIDS

7.1 Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of all the passages in the English language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

7.2 After downloading / getting the tender document/schedules, the Bidder should go through carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the Bid Submission manual available on CPP portal (URL: https://eprocure.gov.in/eprocure/).

7.3 Bidders must ensure that all the pages of the documents mentioned in Clause 28 must be signed & stamped by authorised signatory and serially numbered.

7.4 The Technical Proposal shall contain the following :

(a) Technical Proposal Submission Sheet;

(b) Bid Security, in accordance with Clause 7.12;

(c) Documentary evidence in accordance with Clause 2 & 7.10 establishing the Bidder's eligibility to bid;

(d) Documentary evidence in accordance with Clauses 7.11 and 7.17, that the Goods and Related Services conform to the Bidding Document;

7.5 The Price Proposal shall contain the following :

(a) Price Proposal submission sheet and the applicable Price Schedules, in accordance with clause 7.8 & 7.9

(b) Annual Maintenance Charges (AMC) with & without spares and consumables

7.6 The Bidder shall submit the Technical Proposal and the Price Proposal using the appropriate Submission Sheets furnished in Section VI, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

7.7 The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section VI, Bidding Forms.

7.8 Bid Prices

7.8.1 (a) The bidder can quote for any one or more Schedules, mentioned in the Schedule of Requirement (Section – III), separately.

(b) The Bidder shall indicate on the appropriate Price Schedule attached to these documents the unit prices [wherever applicable] and total Bid Prices of the goods it proposes to supply under the Contract.

7.8.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

For goods offered from within the Purchaser's country:

(i) The price of the goods quoted Freight on Road (FOR) i.e. final destination at NIPHM, Hyderabad (as specified in Schedule of Requirements Section–III) including all customs, excise, any other duties, sales and other taxes legally leviable.

(ii) The price of other (incidental) services; listed in the General Conditions of the contract.

For goods offered from outside the Purchaser's country:

(i) **The price of the goods should be quoted as CIP-NIPHM, Hyderabad.**

(ii) The price of other (incidental) services; listed in the General Conditions of the contract.

Cost of Annual Maintenance Charges (AMC) year wise <u>with & without</u> spares and consumables, for a period of five years after completion of three years warranty period.

7.8.3 The term FOR shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.

7.8.4 The Bidder's separation of price components in accordance with Clause 7.8.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

7.8.5 <u>Prices quoted by the Bidder shall be fixed during</u> the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

7.9 Bid Currencies

7.91. Prices shall be quoted in the following currencies:-

(a) For goods and services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the Indian Rupees.

(b) For goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in any one of the easily convertible foreign currency.

7.92. Agents and service facilities in India:

(a) If a foreign bidder has engaged an Indian agent, he will be required to give the following details in the offer;
(i) the name and address of the local agent;
(ii) what service the agent renders; and
(iii) the fixed amount of remuneration for the agent included in the offer.

(b) The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in India in Indian Rupees using the Telegraphic Transfer buying market rate of exchange ruling on the date of award of contract notified by State Bank of India and shall not be subject to any further exchange variation.

7.10 Documents establishing Bidder's Eligibility and Qualifications.

7.10.1 The Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

7.10.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Purchaser's satisfaction.

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder does not manufacture or otherwise produce, the Bidder has been duly authorized as per the authorization form in Section VI by the goods' manufacturer or producer to supply the goods in the Purchaser's country.

(b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract

(c) that, in the case of a Bidder not doing business within the Purchaser's country, the bidder is or will be (if awarded the contract) represented by an agent in that country equipped and able to carry out the supplier's maintenance/servicing, repair and spare-parts stocking obligations prescribed by the conditions of contract and/or technical specifications.

(d) that the bidder meets the qualification criteria listed in the section V.

(e) If an agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate bid form for each bid and a separate bid security, when required, for each bid and authorization from the respective Manufacturer, all such bids will be rejected as non-responsive."

7.11 Documents establishing the Conformity of the Goods and Related Services to the Bidding Document

(a) To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidence specified in Section V.

(b) The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V.

(c) Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V.

7.12 Bid Security

7.12.1 The Bidder shall furnish, as part of its bid, bid security equivalent of rupees as indicated in the schedule of requirements (Section-III).

7.12.2 The bid security is required to protect the Purchaser against risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 7.12.7.

7.12.3 The bid security shall be denominated in the currency of the bid or in US dollar or Indian Rupees and shall:

(a) at the bidder's option, be in the form of either a banker cheque, a demand draft from nationalized/Scheduled Bank in favour of "National Institute of Plant Health Management, payable at Hyderabad" located in India.
(b) be submitted in its original form; copies will not be accepted; and
(c) remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under Clause 7.13.2.

7.12.4 Any bid not secured in accordance with Clause 7.12.1 and 7.12.3 above shall be rejected by the Purchaser as non-responsive, pursuant to Clause 7.19.

7.12.5 Unsuccessful Bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser, pursuant to Clause 7.13.

7.12.6 The successful Bidder's bid security will be discharged upon the Bidders executing the Contract, pursuant to Clause 7.29, and furnishing the performance security, pursuant to Clause 7.30.

7.12.7 The bid security may be forfeited:

(a) if a Bidder:
  (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
(b) in case of a successful Bidder, if the Bidder fails:
  (i) to sign the Contract in accordance with Clause 7.29; or
  (ii) to furnish performance security in accordance with Clause 7.30.

7.12.8 The bid security amount deposit with NIPHM till it is returned to the Bidder will not earn any interest thereof.

7.13 Period of Validity of Bids

7.13.1 Bids shall remain valid for the period of 120 days after the date of bid opening prescribed by the Purchaser, pursuant to Clause-1.4. **A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive**.

7.13.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by e-mail or telex or fax). The bid security provided under Clause 7.12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify his bid.

7.14 MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF BIDS

Modification and withdrawal of Bids, once submitted, shall not be allowed.

7.15 Tender opening, evaluation and clarifications

7.15.1 The Purchaser will open all the Tenders received, in the presence of the Tenderers or their representatives who choose to attend at 16.00 Hrs. on -03-2017 at National Institute of Plant Health Management (NIPHM), Rajendrangar, Hyderabad (Telangana) India. In the event of the specified date of the opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.

7.15.2 Opening of bids will be done through online process. NIPHM reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at NIPHM website.

7.15.3 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder's representatives, who are present, shall sign in an attendance register. NIPHM shall subsequently examine and evaluate the bids in accordance with the provision set out in the tender document.

7.15.4 It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work. Additionally, information shall also be sent by system generated e-mail to bidder regarding deficiencies in the documents, if any and also request for clarification from the bidder. No separate communication will be sent in this regard. Non-receipt of e-mail will not be accepted as a reason of non-submission of deficient documents or confirmatory documents within prescribed time.

7.15.5 The bids will be evaluated for qualifying criteria as mentioned in Clause 2 hereinbefore. NIPHM shall not be responsible for any postal delay in receipt of all original documents including the cost of tender document and EMD. In case of non-receipt of these documents in original within the aforesaid period, the bid will be treated as non-responsive.

7.16 Clarification of Bids

To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

7.17 Responsiveness of Technical Proposal

7.17.1 The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

7.17.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(i) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.

7.17.3 **If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission**.

7.18 Nonconformities, Errors and Omissions:

Once technical bid is opened, no correspondence shall be entertained.

7.19 Preliminary Examination

7.19.1 The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in Clause 7.4 have been provided, and to determine the completeness of each document submitted.

7.19.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.

i. Technical Proposal Submission Sheet in accordance with Clause 7.6;
ii. written confirmation of authorization to commit the Bidder;
iii. Bid Security, if applicable; and
iv. Manufacturer's Authorization, if applicable.

7.19.3 Likewise, following the opening of Price Proposals, the Purchaser shall examine the Price Proposals to confirm that all documents and financial documentation requested in Clause 7.5 have been provided, and to determine the completeness of each document submitted.

7.19.4 The Purchaser shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be rejected.

i. Price Proposal Submission Sheet in accordance with Clause 7.5; and
ii. Price Schedules, in accordance with Clauses 7.5, 7.8 and 7.9.

7.20 Examination of Terms and Conditions; Technical Evaluation

7.20.1 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

7.20.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with Clause 7.11, to confirm that all requirements specified in Section IV of the Bidding Document have been met without any material deviation or reservation.

7.20.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not substantially responsive in accordance with Clause 7.17, it shall reject the Bid.

7.21 Conversion to Single Currency

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in foreign currencies in which the bid prices are payable to the local currency of the Purchaser's Country at the bill currency (B.C.) selling market exchange rate notified by the State Bank of India in the Purchaser Country for similar transactions, as on the date of bid opening.

7.22 Evaluation and Comparison of Bids

7.22.1 The Purchaser shall evaluate and compare the Price Proposals of each Bid for which the Technical Proposal has been determined to be substantially responsive.

7.22.2 To evaluate a Price Proposal, the Purchaser shall only use all the criteria and methodologies defined as below.

7.22.3 To evaluate a Price Proposal, the Purchaser shall consider the following:

i. The Bid Price (FOR Final destination);
ii. Custom Duty Charges for foreign bidders /ED and sales taxes (or any other taxes) for Indian bidders as applicable.
iii. Cost of Annual Maintenance Charges (AMC) with & without spares and consumables for a period of five years after completion of three years warranty period.

7.23 Contacting the Purchaser

From the time of bid opening to the time of contract award, if any bidder wishes to contact the purchaser on any matter related to the bid, it should do so in writing.

7.24 Rejection of Bid

Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award decisions shall result in rejection of the Bidder's bid.

7.25 Award of Contract

Subject to Clause 7.28, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

7.26 Purchaser's right to vary Quantities at Time of Award

The Purchaser reserves the right to increase the quantity of goods, originally specified in the Schedule of Requirements, **by one number** without any change in unit price or other terms and conditions.

7.27 Purchaser's right to Accept Any Bid and to Reject Any or All Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.

7.28 Notification of Award

7.28.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by e-mail or fax , that its bid has been accepted.

7.28.2 The Notification of Award (NOA) will constitute the formation of the Contract.

7.28.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 7.30, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 7.12.

7.28.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

7.29 Signing of Contract

7.29.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

7.29.2 Within Twenty One (21) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

7.30 Performance Security

7.30.1 Within Twenty One (21) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to the Purchaser.

7.30.2 Failure of the successful Bidder to comply with the requirement of Clause 7.29.2 or Clause 7.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

7.31 Corrupt or Fraudulent Practices

7.31.1 Bidders should observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, following definitions are relevant:-

(i) "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; and

(ii) "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;

iii) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

7.31.2 After the Public Opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning to the award of contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process.

7.32 Purchase Preference

As per Govt. of India's Policy from time to time, Purchase Preference as applicable to Indian Central Public Sector Undertaking will be given. Such bidders must submit the letter of extension of the period of the circular issued by the concerned department/ministry along with their bid to avail the same.

SECTION – II

GENERAL CONDITIONS OF CONTRACT (GCC)

7.32.1.1 Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
(c) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
(e) “GCC” mean the General Conditions of Contract contained in this section;
(f) Consignee means the person to whom the equipments are required to be delivered and final acceptance certificate to be issue on behalf of Purchaser.
(g) "The Purchaser" means the Organization purchasing the Goods;
(h) “The Purchaser’s country” is India;
(i) "The Supplier" means the individual or firm supplying the Goods under this Contract;
(j) “The Project Site”, is as per details given in the schedule of requirements.
(k) “Day” means calendar day.
(l) Effective date of contract shall mean the date on which the contract will be signed and issued by the purchaser.
(m) Government means Government of India.
(n) “SCC” mean Service Conditions of the Contract.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

3.1 For the purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information;

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser/consignee and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser’s country.

7. Performance Security

7.1 Within twenty one (21) days after the receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser for an amount of 5% of the contract value, valid up to 60 days after the completion of Performance obligations and warranty obligations.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

(a) A Bank guarantee or irrevocable Letter of Credit, issued by a reputable bank located in Purchaser’s country or abroad (in case of Bank Guarantee issued by the foreign bank must be confirmed by any commercial bank operating in India) acceptable to Purchaser, and in the form provided in the Bidding Documents; or

(b) A cashier's cheque, certified cheque or crossed Demand Draft of Pay Order in favour of The Registrar, National Institute of Plant Health Management (Department of Agriculture & Co-operation) Ministry of Agriculture, Govt. of India, Rajendranagar, Hyderabad-30. Payable at Hyderabad.

7.4 **The performance security will not be discharged by the purchaser and will not return to the supplier till** performance obligations and satisfactory working performance of analytical instruments up to the **warranty**, under the contract are accomplished.

7.5 In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the contract, as amended for 60 days after the implementation of Performance obligations including warranty obligations.

7.6 The performance security deposited with NIPHM will not earn any interest thereof.

8. Inspections and Tests

8.1 The Supplier shall get goods inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.

8.2 The Purchaser or its representative shall inspect and/or test any or all item of the goods to confirm their conformity to the Contract and technical specifications prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination. In the event the manufacturer's premises are outside India, the Purchaser/consignee may waive pre-dispatch inspection.

8.3 If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective component/ equipment to the satisfaction of the Purchaser/consignee.

9. Packing/ Packaging

9.1 The Supplier shall provide such -packing of the Goods as is required to prevent their damage or deterioration during the transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, as specified below:

Packing Instructions: . Each package will be marked on three sides with proper paint/indelible ink with the following:

(i) Project Name; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v)Packing List Reference number (vii) Name & Address of the consignee (vii) Govt. of India Supply – Not For Sale

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in clause 10.3.

10.2 For purposes of the Contract "FOR" used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are specified below:

(a) *For Goods supplied from abroad*:

Upon delivery of the goods to the consignee the supplier shall notify the purchaser and mail the following documents to the purchaser and Bank (in case of LC payment):

(i) One original and two copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
(ii) Copy of Airway Bill marked freight prepaid;
(iii) Three Copies of packing list identifying contents of each package;
(iv) Insurance certificate;
(v) Manufacturer's/Supplier's warranty certificate;
(vi) Inspection certificate issued by the nominated inspection agency/the Supplier's factory inspection report; and
(vii) Certificate of origin.
(viii) Delivery note and acknowledgement of receipt of goods from the consignee.

(b) *For Goods from within India*:

Upon delivery of the goods to the consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:

(i) One original and 02 copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;
(ii) Delivery note and acknowledgement of receipt of goods from the Consignee;
(iii) 3 copies of packing list identifying contents of each package;
(iv) Insurance Certificate;
(v) Manufacturer's/Supplier's warranty certificate;
(vi) Inspection Certificate issued by the nominated inspection agency, and
(vii) Certificate of Origin.

11. Insurance

11.1 The insurance shall be in an amount equal to 110 percent of the "Contract value" of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes

11.2 As delivery of the Goods is required by the Purchaser on FOR (final destination), the Supplier shall arrange and pay for insurance.

12. Transportation

12.1 As the Supplier is required under the Contract to deliver the Goods on FOR (final destination), transport of the Goods to the final destination in the Purchaser's country, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

13. Incidental Services

13.1 The incidental services to be provided are as under. The costs shall be included in the contract price

(a) Performance and start-up of the equipment;
(b) Furnishing the detailed operation and maintenance manuals for each items of supply at each location;

(c) Train two operators/users at each location in operating the equipment, to the satisfaction of the client. This would be in addition to the training requirements, if any, mentioned in the Technical Specification (Section – IV).

(d) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

14 **Spare Parts & Services**

14.1 All services mentioned therein are required. Suppliers shall ensure the availability of spare parts and after sales service, through their own service centre

14.2 Suppliers shall carry sufficient inventories to assure ex-stock supply of all consumables and spares for the Goods. Other spare parts and components shall be supplied as promptly as possible but in any case within one month or 04 weeks of placement of order.

15. Warranty

15.1 The Supplier shall warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier shall further warrant that all Goods supplied under this Contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in conditions prevailing in the country of final destination.

15.2 The warranty period shall be **thirty six (36) months** from the date of final acceptance of goods by the consignee, this includes the spares and consumables,(excluding solvents and columns.)

15.3 The Purchaser/consignee shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 "Upon receipt of such notice, the Supplier shall within one week repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of **thirty six (36) months**."

The period for correction of defects in the warranty period is one week days

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within one week the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. If the equipment is not rectified within one week, then warranty will be extended by to the extent of instrument lying idle without repair, and impose a penalty over it @ Rs.500/- day for HPLC with PDA and HPLC with UV-Vis Detector.

15.6 Maintenance Service

a) Free Maintenance Services shall be provided by the supplier during the period of warranty. After warranty period, **Annual Maintenance and Repairs** with spares and consumables of the entire systems for next **five years** will be done by the suppliers.

b) The maximum response time for a maintenance complaint from any of the destination specified in the schedule of requirements shall not exceed 24 hours

16. Payment

16.1 Payment shall be made in the currency specified in the Contract in the following manner.

Payment for Goods and Services supplied (excluding Annual Maintenance Charges)will be made after successful installation and satisfactory demonstration of the equipment and the same is duly certified by the head of the division where the installation are made:

16.2 Payment for Annual Maintenance Charges.

The annual maintenance and repair cost (after warranty period) shall be paid in equal half yearly installments at the end of each period within 30 days of receipt of claim at the start of the next period/ 6 months period, as per completion of warranty/maintenance obligations of the previous half year period, at the rates quoted in the price schedule. In case the purchaser prefers the CMC for the equipment, the bidder/supplier shall be paid, in this equal installments at the beginning of half year period, on signing the agreement and on submission of bank guarantee for 5% of the total cost of equipment (excluding the cost of CMC) valid for 15 months. (the bank guarantee will be released after the guarantee period).

16.3 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by documents submitted pursuant to Clause 10, and upon fulfillment of other obligations stipulated in the contract.

16.4 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.

16.5 Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

17. Prices

17.1 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to any adjustment during performance of the Contract.

18. Change Orders / Modification / Amendment

18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, modify/amend within the general scope of the Contract in any one or more of the following:

(a) the method of shipment or packing;
(b) the place of delivery; or
(c) the services to be provided by the Supplier.

18.2 If any such modifications/amendment causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty(30) days from the date of the Supplier's receipt of the Purchaser's change order. Will there be any amendment in cost once quoted?

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the both parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. Subcontracts

21.1 The sub contract is not allowed as per the terms and specifications laid down for the Analytical Instruments and the bidder himself have to execute the contract of supplying the instruments. Further all the analytical Instruments must have been manufactured by the same Industry/Company, except the Personal computer & UPS.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.

22.2 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages.

22.3 Except as provided under GCC Clause 25, ***a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.***

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods 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 delayed Goods 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 pursuant to GCC Clause 24.

24. Termination for Default

24.1 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 deliver any or all of the Goods within the period(s) specified in the Contract, or with any extension thereof granted by the Purchaser pursuant to GCC Clause 22; 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.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, 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.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, 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.

25.2 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.

25.3 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.

26. Termination for Insolvency

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

27.1 The Purchaser, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

28.2.2 The 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.

28.3 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.

29. Limitation of Liability

29.2 Except in case of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

(a) the supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential, loss or damage, loss of use, loss of production, or loss of profit or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

30.1 The contract shall be written in the English language. The version of the Contract written in the English language shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in English only.

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

32. Notices

32.1 Any notices given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the purchaser's address specified below:

The Registrar
National Institute of Plant Health Management (NIPHM)
Dept. of Agriculture & Cooperation, Ministry of Agriculture,
Government of India
Rajendranagar, Hyderabad - 500 030 (Telangana) INDIA

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33 Taxes and Duties

33.1 A Foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the India as well as within India till the delivery of the contracted goods to the purchaser.

33.2 A Local Supplier shall be entirely responsible for all taxes, duties, and license fees etc., incurred until delivery of the contracted Goods to the Purchaser (consignee).

SECTION – III

SCHEDULE OF REQUIREMENTS

(a) Schedule-wise Quantity and their bid security

Sch. No.	Item Description	Qty. (in Unit)	Bid security (in Rs.)
I	**HPLC with PDA**	**1**	**1,45,600**
I	HPLC with UV-Vis Detector	1	

Project site:
National Institute of Plant Health Management
Department of Agriculture & Cooperation
Ministry of Agriculture, Government of India
Rajendranagar, Hyderabad – 500 030
Telangana, Inida

Delivery Schedule & Terms of Delivery:
Delivery of the items shall be effected, within 8-10 weeks from the date of the issue of order.

SECTION – IV

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

NOTE:

1. **Equipment, materials and workmanship that meet other authoritative standards and which ensure at least substantially equal quality than the standards mentioned below will also be acceptable.**

2. Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standards or codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Schedule No. I

High Performance Liquid Chromatograph (HPLC) with PDA

The HPLC must be capable of analyzing compounds with varied columns, with extensive self-diagnostics and can be operated by an external PC through chromatography software besides the following configuration and specifications. The standard accessories and spares will have to be supplied **with the equipment**.

The Pump:

- High Pressure binary gradient **pump System**
- Should deliver constant and pulse free solvent ranging from 0.01ml to 5.0ml/min or better with a precision of 0.1% RSD or better.
- Should meet a flow accuracy of +1% or 10 ul /min, whichever is greater.
- Should have a pressure range of 0 to 8500 psi or more for entire flow range and should be compatible to use 2.5 microns particle size columns.
- Should have a composition accuracy of ±0.5% absolute, independent of backpressure.
- pH range: 1 to 12 or better.
- Should have the facility to calibrate the flow and readjust the real time flow values.
- Should have the facility to monitor the pump status like flow, pressure etc.,

In line degasser:

- A degasser to de gas in line of all the solvents lines including **normal phase solvents** should be supplied which works continuously and efficiently.

Column Oven (optional):

- Column oven to accommodate up to two or more 30cm Columns, preferably a microprocessor based, conforming to ISO 17025 with the NABL accredited lab certificate.
- Should have a range of ambient to 75°C
- Should have an accuracy of 1°C
- Should have indicators/monitors to know the status of the instrument.

Injector Port: Rheodyne fixed loop injector assembly with trigger type should be supplied along with the instrument. Should be provided variable pre calibrated sample loops (5,10,20,5ouL) with maintenance kit.

Auto sampler (optional):

- Should have Injection range of 0.1 - 100µl in 0.1µl increments. Should be upgradable to 1500µl or more.
- Injection cycle time should be 20µl or less
- Injection precision should be less than 0.3% RSD or better.
- Sample Capacity should be 100 x 2ml vials or more.
- Carryover: should be less than 0.05% or better

PDA Detector with following specifications:

- The detector should have wavelength range of 190-800 nm or more
- Wavelength accuracy of ± 1 nm
- Wavelength Repeatability: ± 0.1 nm
- Should be operable at high resolution mode (resolution : 1.2 nm per photodiode) with a total of 512 Photo diodes or better, digital, and optical (3D mode)
- Should be operable at noise level $1.0x10^{-5}$ AU at 254 nm or better
- Drift: <1.0x10-3/Au/hr/°C
- Base line noise: 10x10-6 Au
- Slit width :1.2 nm or better
- Data Acquisition : Up to 80 Hz or better
- Path-length : 10 mm or better
- Flow cell Design and cell volume : 10 µL or better and should have minimum RI effect
- Deuterium lamp should be used as light source with minimum life of 2000 hrs or more.
- Should have provision to control peak purity using software.

Columns: The following columns may be supplied along with instrument

1. Silica column 250mm X 4-6mm id, 5 mic 2 no.
2. C_{18} column 250mm X 4.6mm id, 5mic 4 no.
3. C_{18} column 250mm X 4.6mm id, 10mic 1 no.

Guard Column: Suitable guard column sets (2 no's) with C_{18} inserts should be supplied along with each instrument.

Sample clarification kit: Stain steel sample clarification kits 2 No's along with membranes should be supplied.

UPS: An uninterruptable power supply system (of reputed brand with proven performance record) of 5 KVA capacity with 1 hours backup supported by maintenance free sealed batteries (65Ah batteries or better) should be supplied with each equipment.

Data Handling Software and PC :

- Computer of standard make like HP, Dell or Lenevo should be supplied with mentioned specification: Processor: i5-quard core, 3.0 GHz, or higher version; 6GB RAM, 1TB hard drive; DVD Read Write Drive, 22'' or more wider LED colour monitor; 101 keys key board, Mouse and Mouse Pad; with latest version of windows based operating software;
- Laser jet Printer
- The latest software which is compatible with the chromatography software should be supplied. A Original windows latest software which is compatible with the chromatography software be supplied with the system.
- The chromatography software should be of latest of its version and be able to collect the data from two Detectors simultaneously .

- The software should facilitate easy method building, data integration and custom report generation.
- The software should facilitate manual as well as auto integration of the data.
- The software should have all the features required for audit trail under GLP/GMP with a password locking facility.
- The software should have a real time display of the chromatogram and the process sample details.

Other conditions:

- The specifications are only a guide line and the supplier is at liberty to quote the better options also, but the Instrument model should have been brought in to the market recently with a proven record whose working demonstration can be arranged within the town in a short notice.
- Should have a three years warranty period for the equipment including the PC and should be willing to undertake AMC/CMC for five years after warranty period.
- Quotation for AMC/CMC (for five years) should be shown under a separate head in the price bid.
- The manufacturer/supplier preferably provide support with required spares and services for a minimum period of ten years of the model of the instrument quoted.
- All the required accessories should be supplied along with the instruments for its optimum performance.

- The manufacturer/ supplier should have their presence in India by way of supplying and providing after sales service of their instrument including the annual maintenance after the guarantee period.
- The manufacturer/supplier should arrange the training program in India for at least two analysts in operation of the instrument, its simple maintenance as well as thoroughness in application of software either at our laboratories or their manufacturing site or any of their centralized laboratory/application center/learning school.
- **The cost of the consumables during warranty period may be quoted along with main bid.**

Service: There must be manufacturer's after sales Service Centre in Telangana / Andhra Pradesh to provide regular servicing of the systems.

Important Note: *The Instrument supplier must be either the original manufacturer or their authorized distributor/dealer and an authorization letter to that effect must be enclosed along with the quotation in case of latter.*

Schedule No. II

High Performance Liquid Chromatograph (HPLC) with UV-Vis detector

The HPLC must be capable of analyzing compounds with varied columns, with extensive self-diagnostics and can be operated by an external PC through chromatography software besides the following configuration and specifications. The standard accessories and spares will have to be supplied **with the equipment**.

The Pump:

- High Pressure binary gradient **pump System**
- Should deliver constant and pulse free solvent ranging from 0.1ml to 5.0ml/min or better with a precision of 0.1% RSD or better.
- Should meet a flow accuracy of +1% or 10 ul /min, whichever is greater.
- Should have a pressure range of 0 to 5000 psi or better
- Should have a composition accuracy of ±0.5% absolute, independent of backpressure.
- pH range: 1 to 12 or better.
- Should have the facility to calibrate the flow and readjust the real time flow values.
- Should have the facility to monitor the pump status like flow, pressure etc.,

In line degasser:

- A degasser to de gas in line of all the solvents lines including **normal phase solvents** should be supplied which works continuously and efficiently.

Column Oven (optional):

- Column oven to accommodate up to two or more 30cm Columns, preferably a microprocessor based, conforming to ISO 17025 with the NABL accredited lab certificate.
- Should have a range of ambient to 75°C
- Should have an accuracy of 1°C
- Should have indicators/monitors to know the status of the instrument.

Injector Port: Rheodyne fixed loop injector assembly with trigger type should be supplied along with the instrument. Should be provided variable pre calibrated sample loops with maintenance kit.

Auto sampler (optional):

- Should have Injection range of 0.1 - 100µl in 0.1µl increments. Should be upgradable to 1500µl or more.
- Injection cycle time should be 20µl or less
- Injection precision should be less than 0.3% RSD or better.
- Sample Capacity should be 100 x 2ml vials or more.
- Carryover: should be less than 0.005% or 50 ppm.

The Detector: UV-Vis. Detector with the following specifications.

- should have a wave length range of 190 – 600 nm
- should have a wave length accuracy of ±1 nm
- should have a base line Noise less than $\pm 0.5 \times 10^{-6}$ AU, 230 nm.
- should have a drift less than $+ 1 \times 10^{-4}$ AU/hr/ ^{o}C, 230 nm.
- Linearity range: <5% at 2 AU
- Slit width :1.2nm or better

- Should have the lamp health check facility to track the usage of lamp.
- should have self-diagnostics to check the system function and calibration
- should have an easy operation to calibrate the system

Columns: The following columns may be supplied **along with each instrument**

1. Silica column 250mm X 4-6mm id, 5 mic 2 no.
2. C_{18} column 250mm X 4.6mm id, 5mic 4 no.
3. C_{18} column 250mm X 4.6mm id, 10mic 1 no.

Guard Column: Suitable guard column sets (2 no's) with C_{18} inserts should be supplied along with each instrument.

Sample clarification kit: Stain steel sample clarification kits 2 No's along with membranes should be supplied.

UPS: An uninterruptable power supply system (of reputed brand with proven performance record) of 5 KVA capacity with 1 hours backup supported by maintenance free sealed batteries (65Ah batteries or better) should be supplied with each equipment.

Data Handling Software and PC :

- Computer of standard make like HP, Dell or Lenevo should be supplied with mentioned specification: Processor: i5-quard core, 3.0 GHz, or higher version; 6GB RAM, 1TB hard higher drive or; DVD Read Write Drive, 22'' or more wider LED colour monitor; 101 keys key board, Mouse and Mouse Pad; with latest version of windows based operating software;
- Laser jet Printer
- The latest software which is compatible with the chromatography software should be supplied. A Original windows latest software which is compatible with the chromatography software be supplied with the system.
- The chromatography software should be of latest of its version and be able to collect the data from two Detectors simultaneously .
- The software should facilitate easy method building, data integration and custom report generation.
- The software should facilitate manual as well as auto integration of the data.
- The software should have all the features required for audit trail under GLP/GMP with a password locking facility.
- The software should have a real time display of the chromatogram and the process sample details.

Other conditions:

- The specifications are only a guide line and the supplier is at liberty to quote the better options also, but the Instrument model should have been brought in to the market recently with a proven record whose working demonstration can be arranged within the town in a short notice.
- Should have a three years warranty period for the equipment including the PC and should be willing to undertake AMC/CMC for five years after warranty period.
- Quotation for AMC/CMC (for five years) should be shown under a separate head in the price bid.
- The manufacturer/supplier preferably provide support with required spares and services for a minimum period of ten years of the model of the instrument quoted.
- All the required accessories should be supplied along with the instruments for its optimum performance.

- The manufacturer/ supplier should have their presence in India by way of supplying and providing after sales service of their instrument including the annual maintenance after the guarantee period.
- The manufacturer/supplier should arrange the training program in India for at least two analysts in operation of the instrument, its simple maintenance as well as thoroughness in application of software either at our laboratories or their manufacturing site or any of their centralized laboratory/application center/learning school.
- **The cost of the consumables during warranty period may be quoted along with main bid.**

Service: There must be manufacturer's after sales Service Centre in Telangana / Andhra Pradesh to provide regular servicing of the systems.

Important Note: *The Instrument supplier must be either the original manufacturer or their authorized distributor/dealer and an authorization letter to that effect must be enclosed along with the quotation in case of latter.*

SECTION – V
QUALIFICATION REQUIREMENTS

1. (a) The bidder should be a manufacturer who must have manufactured, tested and supplied the equipment (s) similar to the type specified in the 'Schedule of Requirements' up to at least the quantity indicated in the table furnished below in any three years of the last five calendar years. The equipments offered for supply up to the quantity indicated below should have been in successful operation in India for at least two years as on date of bid opening:-

Sch.No.	Item Description	Qty.(in Unit)
I	**HPLC with PDA (for PT)**	**05**
II	HPLC with UV-Vis Detector	05

(b) Bids of bidders quoting as authorised representative of a manufacturer, meeting with the above requirements in full, can also be considered, provided:

(i) the manufacturer furnishes a legally enforceable authorisation in the prescribed form, assuming full guarantee and warranty obligations as per GCC, for the goods offered; and

(ii) the bidder, as authorised representative, has supplied, installed and satisfactorily commissioned and provided after sales service for similar equipment, at least the quantity specified below in any one of the last 3 years which must be in satisfactory operation in India for at least one year on the date of bid opening:

Sch.No.	Item Description	Qty.(in Unit)
I	**HPLC with PDA (for PT)**	**03**
I	HPLC with UV-Vis Detector	03

(iii) The manufacturer whose product is being offered by authorized representative, must fulfill the requirement of clause (a) above.

2. The bidder should furnish the information on all past supplies and satisfactory performance in proforma under Section VII, Annexure 11.

3. All bids submitted shall also include the following information:

(i) The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all their current commitments.

(ii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection

(iii) **Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificates, etc.**

Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the equipment as specified above.

SECTION – VI

BID FORM, PRICE SCHEDULES AND OTHER FORMATS

Annexures

a) Filled up and signed Bidder's Profile statement viz., Annexure 1
b) Technical proposal submission sheet – Annexure 2
a) Price Proposal Submission Sheet - Annexure 3
b) Price Schedule for Domestic Goods – Annexure 4
c) Price Schedule for goods to be imported from Abroad – Annexure 5
d) Price Schedule for AMC – Annexure 6
c) Bid Security Form – Annexure 7
d) Contract Form – Annexure 8
e) Performance Security Form – Annexure 9
f) Manufacturer's Authorisation Form – Annexure 10
g) Proforma for Performance Statement – Annexure 11

Annexure - 1

PART –A

Bidder's Profile

16. Supply of Analytical Instruments and equipments

1. THE FIRM i) Name ii) Regd. Address iii) Address for correspondence iv) Contact Person's a. Name & Designation b. Address c. Tel. No. Landline d. mobile e. 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. PAN/GIR NO. (please enclose photocopy)	
4. Sales Tax/VAT registration No. (please enclose photocopy)	
5. Service Tax registration No. (Please enclose photocopy)	
6. The annual gross turnover of the firm should be not less than Rs.25.00 Crore at least for three years during last five financial years. (Pl. enclose copies acknowledgement of ITR/Audited financial statements, Annual Accounts and P&L a/c etc.)	
9. 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. * ***i. List of important supplies made during the last three years*** ***ii. Select list of Major customers may be given on a separate sheet.***	
10. Infrastructure details :* *Servicing centre details for after sales service and AMC and the relevant data and certificates prescribed under eligibility criteria*	
11. Bid Security Details	**Bid security as mentioned in Section-III (Schedule of Requirement). The demand draft from a Nationalised bank/Scheduled Bank should be drawn in favour of 'NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT' payable at Hyderabad-500 030 or it can be in the form of or Bankers Cheque or DD from any of the Nationalized/Scheduled banks in an acceptable form in favour of NIPHM.** **Banker's Cheque / Demand Draft _____.** **Dated _____** **Rs._____.**

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

Signature of Authorised Signatory

Name : _____

Designation _____

Seal :

Annexure - 2

Technical Proposal Submission Sheet

Date: _____
ICB No.: _____
Invitation for Bid No.: _____

To: _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.:_____

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule as specified in Section-III, Schedule of Requirements, the following Goods and Related Services: _____

(c) Our Bid shall be valid for a period of ____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of ____ percent of the Contract Price for the due performance of the Contract;

(e) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

(f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the NIPHM, HYDERABAD;

(g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name _____
In the capacity of _____
Signed _____
Duly authorized to sign the Bid for and on behalf of _____
Date _____

Price Proposal Submission Sheet

Date: _____
ICB No.: _____
Invitation for Bid No.: _____

To: _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.:_____

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule as specified in Section-III, Schedule of Requirements, the following Goods and Related Services: _____

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____
_____

(d) The discounts offered and the methodology for their application are: _____
_____

(e) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

Name _____
In the capacity of _____
Signed _____

Duly authorized to sign the Bid for and on behalf of _____
Date _____

_____

Annexure 4

PRICE SCHEDULE FOR DOMESTIC GOODS

1	2	3	4				5	6	7	8
Schedule.	Item	Quantity	Price for each unit				Unit price	Sales and other taxes payable	Final Unit Price	Total price (all inclusive
No	Description	& Unit	Ex-factory Ex-warehouse Ex-showroom Off-the-shelf (including Excise duty, if any)	Packing & Forwarding	Inland transportation, insurance & other local Cost incidental to Delivery (final destination) As per schedule of requirement	Incidental Services Listed in GCC Clause 13				FOR destinations)
			(a)	(b)	(c)	(d)	a+b+c+d		5+6	3 x 7

Note: Total bid price
Currency:_____

In figures:
In words
Signature of Bidder
Name
Business address

Place:
Date:

Annexure – 5

PRICE SCHEDULE FOR GOODS TO BE IMPRTED FROM ABROAD
(For Foreign Bidders)

1	2	3	4	5				6	7	8	9
Schedule.	Item	Country of	Quantity	Price for each unit				Unit price	Total price	Indian Agent's Name	Indian Agent's Commission as a %
No	Description	Origin	& Unit	FOB port of loading	CIP Hyderabad/ Airport	Inland transportation, insurance & other local Cost incidental to Delivery (final destination) As per schedule of requirement	Incidental Services Listed in GCC Clause 13				Of FOB price Included in the quoted price
				(a)	(b)	(c)	(d)	b+c+d	4 x 6		

Note:
a) In case of discrepancy between unit price and total price, the unit price shall prevail.
b) In case of discrepancy between figures and words, the price in words shall be prevailing.

Total bid price
Currency:_____

In figures:
In words

Signature of Bidder
Name
Business address

Place:
Date:

Annexure 6

COMPREHENSIVE PRICE SCHEDULE FOR ANNUAL MAINTENANCE AND REPAIR COST AFTER WARRANTY PERIOD

(ITB Clause 8.2.1)

(Common to Domestic and Foreign Bids)

A	**B**	**C**	**D**	**E**	**F**	**G**
Pack No.	Item Description	Qty (in Unit)	Annual Maintenance & repair cost for each unit with "spares and consumables" ; (GCC Clauses 15.6)	Total Maintenance charges & repair cost with "spares and consumables" (Col. C X Col. D)	Annual Maintenance & repair cost for each unit without "spares and consumables" ; (GCC Clauses 15.6)	Total Maintenance charges & repair cost without "spares and consumables" (Col. C X Col. F)
			Indian Rupees	Indian Rupees	Indian Rupees	Indian Rupees
1	Year 4					
	Year 5					
	Year 6					
	Year 7					
	Year 8					
	Total					

Note: In case of discrepancy between unit price and total price, the unit price shall prevail

Signature of Bidder_____

Name _____

Business Address _____

Place :

Date :

Annexure 7

BID SECURITY FORM

Whereas .....*(hereinafter called "the Bidder")* has submitted its bid dated ..... *(date of submission of bid)* for the supply of ..... *(name and/or description of the goods)* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE ..... *(name of bank)* of ..... (name of country), having our registered office at ..... *(address of bank)* (hereinafter called "the Bank"), are bound unto ..... *(name of Purchaser)* (hereinafter called "the Purchaser") in the sum of _____for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20___

THE CONDITIONS of this obligation are:

1. If the Bidder

   (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

   (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

   (a) fails or refuses to execute the Contract Form if required; or

   (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the Bank..
Official and seal)

Annexure 8

CONTRACT FORM

THIS AGREEMENT made the .....day of....., 20... Between ..... *(Name of purchaser)* of ..... *(Country of Purchaser)* (hereinafter called "the Purchaser") of the one part and ..... *(Name of Supplier)* of ..... *(City and Country of Supplier)* (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz., ... *(Brief Description of Goods and Services)* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of ..... *(Contract Price in Words and Figures)* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (1) the Purchaser's Notification of Award.
   (2) Instruction to Bidder
   (3) the Technical Specifications;
   (4) the General Conditions of Contract;
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

   Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL NO	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said ..... (For the Purchaser)
in the presence of:.....
Signed, Sealed and Delivered by the
said ..... (For the Supplier)
in the presence of:.....

Annexure 9

PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS ..... (Name of Supplier) (hereinafter called "the Supplier") has undertaken , in pursuance of Contract No..... dated,..... 20... to supply..... .....(Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of .... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

.....

Date.....20.....

.....

.....

Address:.....

.....

.....

Annexure 10

MANUFACTURERS' AUTHORIZATION FORM

No. _____ dated

To

Dear Sir:

IFB No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ (*address of factory)* do hereby authorize M/s _____ *(Name and address of Agent)* to submit a bid, and sign the contract with you for the above goods manufactured by us against the above IFB.

No company or firm or individual other than M/s _____are authorised to bid and conclude the contract for the above goods manufactured by us against this specific IFB.

We hereby extend our full guarantee and warranty and also supply of spares during the period of AMC as per Clause 15 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Name)
(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

Annexure 11

Proforma for Performance Statement (for a period of last five years)

IFB No. _____Date of opening_____Time _____ Hours _____

Name of the Firm_____

Order placed by (full address of Purchaser)	Order No. and Date	Description and quantity of ordered equipment Make & Model No.	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning ? (Attach a certificate from the Purchaser/Consignee)
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

_____

(Countersigned by Chartered Accountant/CPA)
Name: _____
Address:_____
Date: _____

SECTION – VII

INTEGRITY PACT

INTRODUCTION:

NIPHM as one of its endeavour to maintain and foster most ethical and corruption free working environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Organization (NIPHM) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Appendix-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Appendix-2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

APPENDIX-1

Bidder is required to sign the Integrity Pact with NIPHM as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY":

a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with NIPHM.
b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
c) The counterparty will not pass NIPHM's confidential information to any third party unless specifically authorized by NIPHM in writing.
d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
e) The Counterparty shall inform the Independent External Monitor.
   (i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
   (ii) If it comes to know of any unethical or illegal payment / benefit;
   (iii) If it makes any payment to any NIPHM associate.
   (iv) The Counterparty shall not make any false or misleading allegations against NIPHM or its associates.

II VIOLATIONS & CONSEQUENCES:

a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the NIPHM business in future.
b) In case of violation of the Integrity pact by Counterparty after award of the Contract, NIPHM shall be entitled to terminate the Contract. NIPHM would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,
c) Subject to satisfaction of the Independent External Monitor, NIPHM may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until NIPHM is satisfied that the Counterparty shall not commit any such violation in future.
d) In addition to above, NIPHM reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

INDEPENDENT EXTRNAL MONITORS (IEMS)

The following Independent External Monitor (IEM) have been appointed by Department of Agriculture and Cooperation (DAC) for NIPHM, in terms of Integrity Pact(IP) which forms part of NIPHM Tenders / Contracts.

i) Shri D. Bhattacharya (email id: dipankarh969@yahoo.com)

This IEM is authorised to examine / consider all references made to it under this tender. The bidder(s) , in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in NIPHM or directly with the IEMs on the panel c/o Chief Vigilance Officer, National Institute of Plant Health Management (NIPHM), Rajendranagar, Hyderabad, 500030 (TS).

INTEGRITY PACT

(To be executed on plain paper)

Between National Institute of Plant Health Management (NIPHM), Rajendranagar, Hyderabad, 500030 (TS). , an autonomous body under Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India New Delhi, (here-in-after referred to as "Principal ").

AND

_____(here-in-after referred to as "The Bidder/ Contractor").

(Principal and the Bidder / Contractor are here-in-after are referred to individually as "Party" or collectively as "Parties").

PREAMBLE

The Principal intends to award under laid down ~~organizational procedures~~, contract/s for_____

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal co-operates with the TI & DAC. Principal will appoint with consultation / approval of DAC an Independent External Monitor who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
   i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
   ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.
   iii) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

   i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

   ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

   iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.

   iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.

1. If the Bidder / ~~Contractor has committed a transgression~~ through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GAIL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 - Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit/ bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/ Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

Section 6 - Equal treatment to all Bidders / Contractors / Subcontractors

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 - Criminal charges against violating Bidders / Contractors Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.

Section 8 -Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual

relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Monitor shall be entitled to compensation by the Principal on the same terms & conditions as being extended to/provided to Outside Expert Committee Members of DAC.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the NIPHM. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 - Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section 10 - Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

(Name & Designation) For the Principal	(Name & Designation) For the Bidder/Contractor

Witness 1:
Witness 2:

Place:
Date:

SECTION - VIII

1. SUBMISSION OF TENDER THROUGH ONLINE:

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

I Technical Bid : 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 – 1

File-2 : Scanned copy of EMD amount in the form DD/FDR/BC/BG

File-3 : Proofs in support of eligibility criteria as per the tender.
Scanned copies of the documents / information (filled & signed) as per Clause – 2 (Eligibility Criteria)

File-4 : Scanned copy of Technical Proposal submission sheet (filled & signed) for the item mentioned at Annexure – 2 as per technical specifications given at Section – IV

File-5 : Authorization letter and undertaking (as per Annexure-4 and Annexure-5) 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.

File-6 : Proforma for performance statement (as per Annexure-11) under Section-VI & Integrity pact as per Section VII

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

I Price Bid : 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 – 3

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.

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 while 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.