|  |  |  |
| --- | --- | --- |
|  | राष्‍ट्रीय वनस्‍पति स्‍वास्‍थ्‍य प्रबंधन संस्‍थानNational 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 |  |
| Telephone: 9140-24015374  E-mail: niphm@nic.in  Tele-Fax: 9140-24015346 | | Rajendra Nagar,  Hyderabad – 500 030  [*http://niphm.gov.in*](http://niphm.gov.in) |

No. NIPHM/4(11)/Comp. Perp./ICT/2015-16/17 Date: 23-11-2015

To

लिमिटेड निविदा सूचना

LIMITED TENDER NOTICE

*\*(The tender document is also being uploaded* on *the NIPHM website* [*http://niphm.gov.in*](http://niphm.gov.in) *&* [*www.eprocure.gov.in*](http://www.eprocure.gov.in) *and the other prospective bidders can make use of the document down loaded from the website)*

Sub: Invitation of sealed quotations for supply of **Printer Cartridges** under Annual Rate Contract for the year 2015-16 – Reg.

\* \* \*

Sir/Madam,

National Institute of Plant Health Management (NIPHM) invites ‘**Sealed quotations for supply of Printer Cartridges under Rate Contract for the year 2015‑16’** under ‘Two cover system’ from the reputed manufacturers/authorized distributors/dealers for supply of Printer Cartridges. The participating parties may submit their offer of discounts on each item/each category of items along with the catalogue/price lists of the items which they are dealing and willing to supply the same at offered discount/price up to one year from the date of award of contract. The tentative list of items & quantities mentioned in the Annexure-II enclosed. The quantity of items may increase or decrease at the time of award of purchase order depending on the actual need/requirement of NIPHM to an extent of ±50%.

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

Last date and time for receipt of bids :: 14:00 hrs on 08-12-2015

Date & Time for opening of bids :: 15:00 hrs on 08-12-2015

**REGISTRAR I/c.**

|  |  |  |
| --- | --- | --- |
|  | राष्‍ट्रीय वनस्‍पति स्‍वास्‍थ्‍य प्रबंधन संस्‍थानNational Institute of Plant Health Management कृषि एवं सहकारिता विभाग, कृषि मंत्रालय, भारत सरकार  Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India |  |
| Telephone: 9140-24015374  E-mail: niphm@nic.in  Tele-Fax: 9140-24015346 | | Rajendra Nagar,  Hyderabad – 500 030  [*http://niphm.gov.in*](http://niphm.gov.in) |

**निविदा दस्‍तावेज**

**TENDER DOCUMENT**

**वार्षिक दर संविदा के तहत्**

**प्रिंटर कार्ट्रिज आपूर्ति करने हेतु**

**TENDER DOCUMENT**

**FOR**

**SUPPLY OF**

**PRINTER CARTRIDGES**

**UNDER ANNUAL RATE CONTRACT**

**FOR THE YEAR 2015-16**

**Note:**

1. **The bidders are requested to sign on all the pages.**
2. **This tender document can be downloaded from website** <http://niphm.gov.in> **,** www.eprocure.gov.in
3. **The tender document is to be put in a cover which should also be sealed & superscribed “TENDER FOR SUPPLY OF PRINTER CARTRIDGES UNDER RATE CONTRACT FOR THE YEAR 2015-16”**

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### निविदा की उद्देशिका

### PREAMBLE OF TENDER:

राष्‍ट्रीय वनस्‍पति स्‍वास्‍थ्‍य प्रबंधन संस्‍थान, कृषि एवं किसान कल्‍याण मंत्रालय , भारत सरकार के अन्‍तर्गत एक स्‍वायत्‍त निकाय है, जो पर्यावरणीय सतत् पादप स्‍वास्‍थ्‍य प्रबंधन प्रणाली को विविध रूप एवं बदलते हुए कृषि-जलवायु परिस्‍थितियों में बढ़ावा देने के लिए प्रतिबद्ध है तथा केन्‍द्रीय एवं राज्‍य सरकार को पादप स्‍वास्‍थ्‍य प्रबंधन, सफाई एवं पादपस्‍वच्‍छता जैसी मुद्दों एवं उभरती हुई जैवसुरक्षा चुनौतियों से निपटने के लिए नीति समर्थन प्रदान करता है।

National Institute of Plant Health Management, an autonomous Institute under Ministry of Agriculture & Farmers 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.

एनआईपीएचएम **‘दो कवर सिस्‍टम**  के तहत् **यथा संलग्‍नित संलग्‍नक -II** में ख्‍यात विनिर्माताओं/

वितरकों/ प्राधिकृत डीलरों/एजेंटों से **वर्ष 2015-16 हेतु वार्षिक दर संविदा के तहत् प्रिंटर कार्ट्रिज की आपूर्ति हेतु ‘मोहरबंद बोली’** आमंत्रित करता है।

NIPHM invites ‘**Sealed Bids**’ under ‘**two cover system**’ from the reputed manufacturers / distributors / authorized dealer / agents for supply of **Printer Cartridges under Annual Rate Contract for the year 2015-16 as enclosed at Annexure‑II.**

1. **CHECK LIST**

### BIDDER TO FILL IN THE CHECK LIST GIVEN BELOW

### (State YES/NO for each item)

|  |  |  |
| --- | --- | --- |
| **क्र.सं. Sl. No.** | **विवरण/ Details** | **हां/ना**  **YES / NO** |
| 1 | **Whether the Technical Bid (envelope A) and Price Bid (envelop B) are submitted in separate covers and both the covers enclosed in a common envelop.** |  |
| 2 | **Whether Technical Bid (Envelope A) contains:** |  |
|  | 1. Pre-Qualification details as laid down in the Tender under Eligibility Criteria. |  |
|  | 1. Technical Bid in the original Tender document and other supportive documents including leaflets / pamphlets |  |
|  | 1. Filled up and signed Bidders profile statement viz., Annexure I |  |
|  | 1. Schedule of requirement Annexure – II |  |
|  | 1. Letter of Authorization for signing the Tender document viz., Annexure – IV & Under taking as per Annexure – V |  |
|  | 1. Audited Annual reports |  |
| 3 | **Whether Envelope-B contains:**  Filled up and signed Price Bid documents, viz., Annexure – III |  |

NOTE: Please ensure all the relevant boxes are marked YES / NO against each column.

IMPORTANT NOTE: **Tenderers must ensure that all the required documents indicated in the Tender documents are submitted without fail. Tenders received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.**

1. **SALIENT FEATURES OF THE TENDER**

|  |  |  |  |
| --- | --- | --- | --- |
| **Tender For Supply of Printer Cartridges under Annual Rate Contract for the year 2015-16** | | | |
| **1** | Tender inviting Authority Designation and Address | | The Registrar I/c.  National Institute of Plant Health Management  Rajendranagar  HYDERABAD – 500 030, Telangana.  Phone No. 24015346/043/374  Telefax No. 24015346  Email : [niphm@nic.in](mailto:niphm@nic.in) ; [registrarniphm@nic.in](mailto:registrarniphm@nic.in)  Website : <http://niphm.gov.in> |
| **2** | a | Name of the Work | **Supply of Printer Cartridges under Annual Rate Contract for the year 2015-16** |
| b | Tender reference | No. NIPHM/4(11)/Comp. Perp./ICT/2015-16/17 |
| c | Place of contract | NIPHM, Rajendranagar, Hyderabad – 500 030, Telangana |
| d | Contract Period/validity period of Bids | Bid prices shall remain **valid upto One year** fromthe date of award of contract. However, the purchaser reserves the right to seek consent for an extension of the period of validity. **A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive**.  And the Purchaser reserves the right to increase/decrease the quantity of goods upto ±50%, originally specified in the Schedule of Requirements. |
| **3** | Availability of  Tender documents | | Tender documents can be downloaded from [*http://niphm.gov.in*](http://niphm.gov.in)*. &* [*www.eprocure.gov.in*](http://www.eprocure.gov.in) free of cost. |
| **4** | Earnest Money Deposit(EMD) | | Bidders are exempted from Earnest Money Deposit. |
| **5** | Due Date, Time and Place of Submission of Tender | | **Up to 14.00 hrs on 08-12-2015**at the address mentioned in (1) |
| **6** | Date, Time and Place of Opening of Bidder’s Profile-A | | **On 08-12-2015****at 15.00 hrs** at the address mentioned in (1) |
| **7** | **Other important criteria specified by the Tender Inviting Authority:**   1. **Eligibility Criteria:** 2. The firm should have at least 3 years experience in supplying of Printer Cartridges as on 31-3-2015. 3. The Annual Gross turnover for the firm should be Rs. 15.00 lakhs at least for one year during last three years. 4. **The firm should be registered under Income Tax Act.** 5. **The firm should be registered under VAT.** | | |

1. GENERAL INSTRUCTIONS:
2. The Bidders are requested to examine the instructions, terms & conditions and specifications given in the Tender. Failure to furnish requisite information in all respects may result in rejection of the bid. **Tenders received after due date and time shall be rejected**.
3. Any offer made in responses to this tender when accepted by NIPHM will constitute a contract between the parties.
4. The Contract shall be interpreted under Indian laws and all disputes will be resolved **within Hyderabad Jurisdictions.** In case of any dispute, the decision of NIPHM, Hyderabad shall be final and binding.
5. The supplier will be fully responsible for any loss in transit and will also be responsible for safe delivery of the goods/stores in good condition at NIPHM.
6. The quantity of items may increase or decrease at the time of award of purchase order depending on the actual need/requirement of NIPHM to an extent of ±50%.
7. Quotation should be valid upto one year from the date of award of contract. The sealed quotation duly super scribing on the envelop **“Tender for supply of Printer Cartridges under Annual Rate Contract for the year 2015-16 with tender no. and due date”** should reach on or before the specified date and time to the Registrar NIPHM, Rajendranagar, Hyderabad-500 030.
8. The NIPHM takes no responsibility for delay, loss or non-receipt of quotations/documents sent by post and reserves the right to accept or reject any part/full of the quotation without assigning any reasons whatsoever.
9. Tenders received after due date and time shall be rejected.
10. The rates quoted should be inclusive of all charges such as Octroi, packing, forwarding, insurance and loading, unloading, freight and clearance etc. and bidder should undertake to supply goods at NIPHM at his cost.
11. The VAT/Sales/General taxes where legally leviable and intended to be claimed should be distinctly shown along with the price quoted. Where this is not done it will be treated that the price is inclusive of VAT & other taxes. VAT/CST registration No. and date of its validity should be indicated. This Institute will not provide “C” & “D” forms, hence quote for the taxes actually leviable. The firm must quote their TIN No. , PAN No., (IT returns) VAT registration no. etc. in the quotation (attested copies to be enclosed).
12. The rates should be mentioned clearly in both figures and words for each item in the quotation. If there is any variation in figures and words, rates quoted in words will be taken in to consideration. The overwriting, cutting, erasing, if any should clearly be indicated duly attested.
    1. **CLARIFICATIONS IN THE TENDER**
13. A prospective Bidder requiring any clarification regarding the Tender may address the Tender Inviting Authority by letter or by Fax 6 days prior to the last date. NIPHM will respond in writing to any request for clarification in the Tender.
14. The responses to the clarifications will also be notified on NIPHM’s website [http://niphm.gov.in](http://niphm.nic.in) as well as www.eprocure.gov.in
    1. **AMENDMENTS TO THE TENDER**
15. NIPHM may amend the Tender Conditions up to 5 days prior to the time fixed for receipt of the Tender.
16. Amendment to the tender, in response to clarifications sought by prospective Bidders, is solely at the discretion of NIPHM. Such amendments will be notified on NIPHM’s website and e-procurement portal.
17. NIPHM, at its discretion, may or may not extend the due date and time for the submission of bids on account of amendments. Extension of time will be notified on NIPHM’s website.
18. All the Bidders are advised to periodically browse NIPHM website <http://niphm.gov.in> or e-procurement portal [www.eprocurement.gov.in](http://www.eprocurement.gov.in) for any amendments or corrigenda issued in connection with this Tender. NIPHM will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidders’ failure to update the bid documents based on changes announced through the website.
    1. **THE TENDER SHOULD BE ADDRESSED TO**

The Registrar

National Institute of Plant Health Management

Rajendranagar, **HYDERABAD – 500 030, Telangana**

Phone No. 24015346/043/374 Tele Fax No. 24015346

Email : [niphm@nic.in](mailto:niphm@nic.in) ; [registrarniphm@nic.in](mailto:registrarniphm@nic.in) ;  
Website : <http://niphm.gov.in>

* 1. Any offer made in response to this tender when accepted by NIPHM will constitute a contract between the parties.
  2. The supplier shall not be entitled to any increase in the rates.
  3. The agency shall not transfer or assign sub-contract to any other party.
  4. The Price should be quoted only in Indian Rupees.
  5. **NIPHM NOT BOUND BY ANY PERSONAL REPRESENTATION**

The supplier shall not be entitled to any increase in the rates or any other right or claim whatsoever by any representation, explanation or statement or alleged representation, promise or guarantee give or alleged to have been given to him by any person of the NIPHM.

* 1. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between the amount quoted in words and figures, amount quoted in words shall prevail.
  2. **Indemnity:** The Contractor shall warrant and be deemed to have warranted that all goods supplied against this contract are free and clean of infringement of any Patent, copy right or trade mark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the goods for infringement of any right protected by patent.
  3. ***The employees of the NIPHM and their near relatives are not entitled to participate in this tender. If it is noticed at a later date that this condition is violated, the agreement in consequence of this tender is liable to be cancelled forthwith apart from legal action.***
  4. **Corrupt or Fraudulent Practices:** Bidders should observe the highest standard of ethics during the procurement and execution of such contracts.

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

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

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

1. पात्रता मानदंड/ **ELIGIBILITY CRITERIA:**

निविदाकारों को निविदा को कोटिंग करने के लिए निम्‍नलिखित पात्रता मानदंड को पूरा करना होगा एवं तकनीकी बोली में पात्रता प्रमाण प्रस्‍तुत करना होगा।

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

|  |  |  |  |
| --- | --- | --- | --- |
| **क्रमांक**  **Sl. No.** | **न्‍यूनतम पात्रता मानदंड**  **Minimum Eligibility Criteria** | **पात्रता को पूरा करने हेतु प्रस्‍तुत किये जाने वाले प्रमाण**  **Proof to be submitted for fulfilling the Eligibility** | **पृष्‍ठ सं./**  **Page No.** |
| 1 | बोली लगाने वाला मद का विनिर्माता या प्राधिकृत डीलर/एजेंट होगा।  The Bidder shall be a manufacturer of the items or an Authorized Dealer/Agent | कंपनी या डीलर का पंजीकरण प्रमाणपत्र/एजेंट प्रमाणपत्र  Registration Certificate of the Company or Dealer/Agent Certificate |  |
| 2 | कंपनी/प्रतिष्‍ठान को ऐसे तरह की मदों की व्‍यवसाय/आपूर्ति करने से संबंधित दिनांक 31-03-2015 तक कम से कम 03 वर्षों का अनुभव होना चाहिए।  The firm should have at least 3 year experience in dealing/supplying such items as on 31-3-2015**.** | ऐसे दस्‍तावेज (कार्य आदेश) प्रमाणित करता हो, कि कंपनी/प्रतिष्‍ठान के पास इस तरह की मदों की आपूर्ति करने से संबंधित 03 वर्षों का अनुभव है।  Documents (work orders) to prove that the company / firm has supplied such items in their business for 3 years. |  |
| 3 | पिछले 03 वर्षो के दौरान कम से कम 01 वर्ष के लिए सकल वार्षिक टर्नओवर रू. 15 लाख का होना चाहिए।  The gross annual turnover should be of Rs. 15.00 lakhs at least for one year during last three years  एनआईपीएचएम / डीजीएस एवं डी / क्रीडा-आईसीएआर / एनएसआईसी इकाईयों के साथ पंजीकृत आपूर्तिकर्ताओं के लिए टर्नओवर लागू नहीं है।  Turnover is not applicable to registered suppliers with NIPHM / DGS&D / CRIDA-ICAR / NSIC Units | विधिवत तौर पर हस्‍ताक्षरित वार्षिक लेखा की प्रति/सनद लेखाकार द्वारा प्रमाणित  Copy of Annual Accounts duly signed / certified by the Chartered accountant. |  |
| 4 | कंपनी का आयकर निर्धारण कम से कम पिछले 03 वर्षो की अवधि का होना चाहिए।  The firm should be income tax assessee at least for a period of three years. | आयकर विवरणी की पावती की प्रतियां स्‍व अनुप्रमाणित एवं कंपनी का पैन कार्ड संलग्‍न होना चाहिए।  Self attested copies of the acknowledgments of Income tax returns or PAN Card of the firm should be enclosed. |  |
| 5 | कंपनी/प्रतिष्‍ठान वैट के तहत् पंजीकृत होना चाहिए।  The firm should be registered under VAT. | प्रमाणपत्रों की स्‍व अनुप्रमाणित प्रतियां  Self attested copy of the certificate. |  |
| 6 | यदि कोई बोली लगाने वाला विभिन्‍न मदों के लिए एक या अधिक विनिर्माता की ओर से बोली लगाता है, तो उसे उन विनिर्माताओं के प्राधिकृत डीलर/एजेंट होना चाहिए।  In case a bidder bids on behalf of more than one Manufacturer for different items, he should be an Authorized Dealer/Agent for those manufacturers. | प्रत्‍येक विनिर्माता से डीलरशीप/एजेंट प्रमाणपत्र  Dealership/Agent Certificate from each manufacturer. |  |
| 7 | बयाना जमा राशि  Earnest Money Deposit | बोली लगाने वालों को बयाना जमा राशि से छूट प्राप्‍त है।  Bidders are exempted from Earnest Money Deposit. |  |

1. SCOPE OF THE WORK, TERMS OF SUPPLY AND PRICE BID VALIDITY:
2. To supply quality products which substantially match the specifications laid down by NIPHM. The specifications of items shall be mentioned in the comparative statement vide Annexure – II.
3. The items to be supplied should be of standard quality.
4. Director General, NIPHM reserves the right to reject any or all the quotations received without assigning any reason whatsoever.
   1. **TERMS OF SUPPLY: The orders will be placed on quarterly requirement basis or as per requirement.** The firm should supply the items **within 7 days** from the date of purchase order.
   2. **PRICE BID VALIDITY: Bids shall remain valid upto one year from the date of award of contract.**  However, the purchaser reserves the right to seek consent for an extension of the period of validity.
      1. TENDER COST
   3. COST OF TENDER DOCUMENT:

The Tender document can be downloaded from NIPHM website at free of cost.

* 1. **COST OF BIDDING**

The Tenderer shall bear all costs associated with the preparation and submission of tender and the buyer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

* 1. **RATES AND PRICES**

1. Bidders should quote the rates in the format given in the Financial Bid - Annexure – III. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers shall have to be signed in full by the Bidder with date. No erasing or over writings are permissible. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall result in forfeiture of Security Deposit.
2. Prices quoted should be ‘FOR’ at NIPHM. (Prices quoted should be for free delivery at NIPHM, Rajendranagar, Hyderabad-500 030)

The percentage of sales tax/VAT, surcharge, if applicable, and other levies legally leviable and intended to be claimed should be clearly indicated in the tender. Where this is not done, it will be presumed that the price is inclusive of such taxes and no claim on these accounts would be admissible later.

* + 1. **SUBMISSION OF TENDER:**

**Submission of Tender: Two-cover system will be followed:**

* 1. **GENERAL INSTRUCTIONS:**

1. The Tender proposes two stage tender systems viz. **(1) Technical Bid** and **(2) Price Bid**. The first stage enables the buyer to know whether the Tenderer is technically competent and capable of executing the order. Only those who qualify in the first stage would be eligible to take part in the second stage viz. Price Bid. The Price Bids of Tenderers who fail in the first stage will not be opened.
2. The bids should be submitted in two envelopes viz.

**Envelope-A:** Bidder Profile / PART – A (Annexure I & II)

**Envelope-B:** Price Bid/Price Bids / PART – B (Annexure III)

1. Both the covers must be sealed separately and super scribed with Tender number, due date and Name of the Envelope on the respective covers. These two covers should be enclosed in a separate cover and addressed to the Inviting Authority i.e., Registrar, NIPHM, Rajendranagar, Hyderabad – 500 030.
   1. **DETAILS TO BE FURNISHED IN THE ENVELOPE-A TECHNICAL BID:**
2. Profile of the Company – stating whether the firm is partnership/registered under the Companies Act along with its necessary enclosures.
3. **Fulfilling eligibility criteria and Technical specification as per schedule of requirement - Annexure-II.**
4. Authorization letter and undertaking (as per Annexure-IV and Annexure-V) from the Competent Authority of the Company to sign this Tender document. Documents received without such authorization will not be considered for further processing. This is not applicable if the proprietor signs himself as competent authority.
5. The Bidders should furnish the location with addresses and license details of the firm.
6. 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.

The documentary evidence of the Bidder's qualifications shall be established to the satisfaction of NIPHM. However, the decision of Director General, NIPHM will be final in this regard.

* 1. **SIGNING OF BIDS**

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

1. ***A “Sole proprietor” of the concern or constituted attorney of such sole proprietor;***
2. ***A partner of the firm, if it is a partnership firm in which case he must have authority to execute on behalf of the firm.***
3. ***Director or a Principal Officer duly authorized by the Board of Directors of the Company, if it is a Company.***
   1. The bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. **Bidders are requested to sign each and every page of the tender document including Annexure(s) attached thereto.**
   2. Any alterations, erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorised to sign the bid. Tender documents should be free from over writing.
   3. **DETAILS TO BE FURNISHED IN THE ENVELOPE-B I.E., PRICE BID**

Prices must be quoted only in the Price Bid Form (Please see the “**PART-B- PRICE BID – ANNEXURE III”.**

* 1. **MODE OF SUBMISSION**:

1. Both the Envelopes viz. **Envelope-A** and **Envelope-B** must be put in a single cover, sealed and must be super scribed **“Tender for supply of Printer Cartridges under Annual Rate Contract for the year 2015-16’.**  It shall be addressed to The Registrar, National Institute of Plant Health Management, Rajendranagar, Hyderabad – 500 030, Telangana.
2. The Tender may be dropped in the Tender box kept at NIPHM office.
3. Alternatively, the Tenders must reach NIPHM on or before the due date and time by registered post/courier. NIPHM will not be liable or responsible for Postal/Courier delay, if any.
4. The Tenders received after Due Date and Time or Unsealed or incomplete shape or Tenders submitted by Facsimiles (FAX) or by Electronic mail will be summarily **rejected.**
5. A Tender once submitted shall not be permitted to be altered or amended.
   1. **FORCE MAJEURE CONDITIONS**

If at times during the continuance of the Agreement/Contract, it becomes impossible by reason of war or war-like operations, epidemics, pestilence, earthquake, fire, storm or floods, natural calamity, strike etc. the firm shall during the continuance of such contingencies not be bound to execute the contract as per the agreement/contract. NIPHM shall have the power during such stoppage to get the supplies obtained elsewhere without charging the supplier. The supply shall be resumed immediately after the contingency/ies has / have ceased or otherwise determined and the Successful Bidder’s obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The Successful Tenderer shall however inform the NIPHM by registered post/fax immediately the beginning and end of the above causes of delay within 10 (ten) days of occurrence and cessation of such Force Majeure conditions.

In the event of delay lasting over one month, if arising out of cause of Force Majeure, the NIPHM reserves the right to cancel the contract without any compensation.

Only events of Force Majeure which affects the order progressing at the time of its occurrence shall be taken into cognizance. The NIPHM shall not be liable to pay extra costs due to delayed supplies made under Force Majeure.

* 1. **DISPUTES AND ARBITRATION**
  2. All matters relating to any dispute which may arise during the execution of the contract shall be referred to Arbitration or an Arbitrator to be mutually agreed upon between the parties. In the case of failure, the dispute shall be referred to the Award of two Arbitrators, one to be appointed by Contractor and the other by NIPHM. The two Arbitrators shall appoint an Umpire in advance of their consideration of any point of dispute. The decision of the Arbitrator in the case of former and that of the Umpire in the case of latter shall be final and conclusive and binding on both the parties. The provisions of the Indian Arbitration Act, 1996 and the Rules made there-under and any statutory modification thereof shall be deemed to form a part of contract.
  3. The venue of such Arbitration shall be at Hyderabad only. Arbitration suits or any other claims filed in any Court of Law outside Hyderabad City will not be binding on NIPHM.
  4. **JURISDICTION**

Subject to the above Clause, it is hereby made clear that courts at Hyderabad City will have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this contract agreement. The contract shall be governed by the Laws of Union of India in force.

* 1. **SERVICE OF NOTICE:**

Any notice hereunder may be served on the Successful Bidder by Registered Post at his last known address. Proof of issue of any such notice should be conclusive of the Successful Bidder having been duly informed.

* + 1. OPENING OF TENDERS:
  1. **TENDER OPENING:**

1. Tenders will be opened at the prescribed date and time in the presence of Bidders or their representatives who choose to be present. The representatives of Bidders must bring the authorization letter from the bidding companies for attending the Tender opening. Not more than two representatives for each Bidder would be allowed to take part during the bid opening process.
2. **Envelope-A** containing Technical Bid would be opened first. Eligibility Criteria such as pre-qualification conditions will be checked and the supporting documents would be cross checked wherever required.
3. Only the Technical Bid will be opened on the due date.
4. The date, time and venue of opening the Price Bid will be intimated separately. The price bids will be opened at the appointed time in the presence of bidders who choose to be present.
5. Tenders non compliant with any of the tender terms will **not** be considered for the next stage i.e. for opening of the Price Bid.
6. **TENDER EVALUATION CRITERIA:**

The evaluation of Tenders will be done by NIPHM as detailed below:

* 1. **Technical Bid evaluation:**

Bidders will be eligible for further processing only if they fulfill the following criteria

1. Compliance with the eligibility Criteria.
2. Compliance with Technical and capacity requirements.
3. The literature/pamphlets with specifications of the equipment quoted should be supplied along with the technical bid.
4. A table comparing the NIPHM specification and with that of the firm’s specification and remarks as per the enclosed annexure-II.

NIPHM will prepare a list of Bidders whose bids are substantially responsive with the technical and capacity requirements as given in Tender form. The Bidders who do not match eligibility criteria or which do not conform to the Technical Specifications shall be rejected. The Eligible Bidders alone will be considered for further evaluation.

* 1. **PRICE BID EVALUATION:**

**Opening of Envelope-B Price Bid:**

Tenderers who are qualified in Technical Bid (Envelope-A) only will be called for Price Bid opening. The technically qualified Tenderers alone will be informed about the date and time of opening of the Price Bid and their Price Bids alone will be opened on the due date and time in the presence of the Tenderers or their authorized representatives who choose to be present.

***The contract will be entrusted to the Tenderer whose bid has been determined as L1 by the duly constituted Purchase Advisory Committee.*** L1 will be arrived after considering basic price, taxes and other charges, if any. As items are different, L1 will be arrived for each item separately. ***If the lowest tender, fails to execute the contract, the security deposit of defaulting L1 bidder stands forfeited to NIPHM, besides facing prospects of being black listed and liable to pay additional cost, if any, incurred by NIPHM on account forfeiting of L1 tender to fulfil the terms and conditions as per the tender.*** NIPHM will have the right to choose L2 and shall recover the excess cost from L1 as penalty for backing out after award of contract.

***NIPHM reserves the right to seek willingness of all bidders to match the finalized rate contract to meet timelines. However, the L1 will be given at least 60% of the order subject to his capacity.***

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

1. **ACCEPTANCE OF TENDER**
2. The final acceptance of the Tender is entirely vested with NIPHM which reserves the right to accept or reject any or all of the Tenders in full or in part.
3. After acceptance of the Tender by NIPHM, the Bidder shall have no right to withdraw his Tender and **Prices payable to the Supplier as stated in the Contract shall be firm and not subject to any adjustment during performance of the Contract valid upto one year from the date of award of contract.**
4. The Tender accepting authority may also reject all the Tenders for reasons such as changes in the scope of work, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.
5. After acceptance of the Tender, NIPHM would issue the rate contract order/the purchase order only to the Successful Bidder. NIPHM also reserve the right to issue Purchase Orders to more than one Bidder under rate contract. The letter of acceptance will include the details along with terms and conditions of the tender.

***The Successful Tenderer shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the contract or any part thereof.***

1. **PAYMENT OF SECURITY DEPOSIT:**
2. The Successful firm(s) shall require to deposit 10% of the order value (i.e., Annual Rate Contract amount placed on an individual firm) as security deposit / performance security.
3. The successful Tenderers shall remit the Security Deposit in the form of an account payee Demand Draft/Fixed Deposit Receipt from a Scheduled Bank or irrevocable Bank Guarantee from a scheduled bank in acceptable form payable in favour of NATIONAL INSITITUTE OF PLANT HEALTH MANAGEMENT payable at Hyderabad.
4. The security deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier.
5. The Security Deposit will be refunded to the successful Tenderer only after 60 days of completion of all contractual obligations by the supplier. The Security Deposit held by NIPHM till it is released to the successful Tenderer will not earn any interest thereof.

***The Security Deposit will be forfeited to the NIPHM in the event of any breach or negligence or for non-acceptance of any condition of contract or for unsatisfactory performance of goods.***

1. **REJECTION OF TENDER:**

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

1. **TERMS OF PAYMENT:**
   1. All the payment shall be made by Cheque/DD/RTGS/NEFT after supply and final acceptance by the officer.
   2. The Supplier/firm should submit the invoice in triplicate. The invoice should contain the Sales tax/VAT registration number and there should not be any overwriting/cuttings/corrections. An advance stamped receipt should be enclosed along with invoice.
   3. The NIPHM shall be at liberty to withhold any of the payments in full or in part subject recovery of penalties mentioned in the Tender.
2. **PENALTY:**

***NIPHM reserves the right to levy penalty in the event of the Tenderer failing to:***

1. ***If the firm fails to deliver the goods within stipulated delivery period as mentioned in the purchase order (or) fails to comply with any of the terms and conditions of purchase order / tender, penalty of 2% per day of value of order will be deducted as liquidated damages***
2. ***Observe or perform any of the conditions of the tender as set out herein;***
3. ***Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, NIPHM may charge the amount of such excess cost to the tenderer and 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 Security Deposit or may be demanded of him to be paid within 7 days to the credit of the NIPHM.***
4. **EXTENSION OF CONTRACT:**

The contract period will be initially be for a period of one year and extendable on satisfactory performance & mutual consent on the same terms & conditions subject to a maximum period of another one year.

1. **OTHER TERMS & CONDITIONS:**
2. ***Insolvency etc.,***

***In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified the NIPHM shall have the power to terminate the tender without previous notice.***

1. ***Subletting of Supply Order:***

***The firm shall not assign or sublet the supply order or any part of it to any other person or party.***

1. ***Precautionary Measures:***
   * 1. ***While observing the economy in costs in his own interest the supplier must be careful that quality of the goods is maintained as well as time schedule prescribed etc., should not be disturbed.***
     2. ***The supplier must take every care to see that the entire supply or any portion thereof does not fall into unauthorized hands. Care should be taken to execute the supply order under proper security conditions and no spare item of goods should be retained/sold or otherwise made over by the supplier or any of his staff member to any person other than the person(s) authorized by the NIPHM.***

\* \* \* \* \* \*

संलग्‍नक / ANNEXURE – I

* + 1. BIDDER’S PROFILE- PART-A:-

SUPPLY OF **Printer Cartrdiges:**

|  |  |  |
| --- | --- | --- |
| 1 | THE FIRM   1. Name 2. Regd. Address 3. Address for correspondence 4. Contact Person’s   i) Name & Designation  ii) Address  iii) Tel. No. Landline & mobile  iv) Email ID |  |
| 2 | Type of Firm | Sole Proprietor / Private Ltd. / Partnership / Co‑operative / Public Co.  (Pl. tick and enclose copy of Memorandum/Articles of Association/ Certificates of Incorporation) |
| 3 | Please mention PAN/GIR NO. & date & year of Registration. (please enclose photocopy) |  |
| 4 | Sales Tax/VAT registration No. (please enclose photocopy) |  |
| 5 | The annual gross turnover during last three years to be given financial year wise.  (Please enclose copies of ITR/Audited balance sheet and P&L account etc.) |  |
| 6 | Technical specifications supported by printed literature of the manufacturer, giving all the details of conformity and non conformity if any. Additional features if any with support. \* |  |
| 7 | The firm should be income tax assessee at least for a period of three years. (proof to be enclosed) |  |
| 8 | Experience as on 31.03.2015 (experience proofs to be enclosed) |  |

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

प्राधिकृत अधोहस्‍ताक्षरी के हस्‍ताक्षर

Signature of authorised signatory

नाम/ Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

पदनाम/ Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

मोहर/ Seal :

**संलग्‍नक / Annexure – II**

* + 1. SCHEDULE FOR REQUIREMENT OF **Printer Cartridges under Annual Rate Contract for the year 2015-16**:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.**  **No** | **Printer Model** | **Toner Model** | **Required Quantity** | | | | |
| **1st**  **Quarter** | **2nd Quarter** | **3rd Quarter** | **4th Quarter** | **Total** |
| 1 | Samsung SCX-4016 | SCX-4016D3/XIP | 1 | 1 | 1 | 1 | 4 |
| 2 | HP LaserJet 3015 | 12A | 6 | 6 | 6 | 7 | 25 |
| HP LaserJet 1022 |
| 3 | HP Desk Jet F735 All-in-one | 703B/703C | 4 | 4 | 4 | 3 | 15 |
| HP Desk Jet K209a AIO Printer |
| 4 | HP LaserJet P1108 | 88A | 1 | 0 | 1 | 0 | 2 |
| 5 | HP LaserJet P2055dn | 05 A | 1 | 1 | 1 | 0 | 3 |
| 6 | HP LaserJet P3015 | 55A | 3 | 3 | 3 | 1 | 10 |
| 7 | Xerox Work Centre 3220DN | 106R01487 | 4 | 4 | 4 | 4 | 16 |
| 8 | Ricoh Aficio SP C 222/232 DN Colour Printer | K- 406059 | 1 | 1 | 1 | 0 | 3 |
| C-406060 | 1 | 0 | 1 | 0 | 2 |
| Ricoh Aficio SP C232 SF Colour Printer | M-406061 | 1 | 0 | 1 | 0 | 2 |
| Y-406062 | 1 | 0 | 1 | 0 | 2 |
| 10 | Epson LQ-1150 | Epson LQ1150-II | 1 | 1 | 1 | 1 | 4 |
| 11 | HP LaserJet Pro M476 | K-CF380A | 1 | 1 | 1 | 1 | 4 |
| C-CF381AC | 1 | 0 | 1 | 0 | 2 |
| Y-CF382AC | 1 | 0 | 1 | 0 | 2 |
| M-CF383AC | 1 | 0 | 1 | 0 | 2 |

संलग्‍नक / Annexure – III

* + 1. कीमत बोली / **PRICE BID – PART-B**

मद का नाम: वार्षिक दर संविदा के तहत् प्रिंटर कार्ट्रिज आपूर्ति करने हेतु (संलग्‍नक-II में उल्‍लिखित विनिर्देशन विशिष्‍टि के अनुसार)

NAME OF THE ITEM: **Printer Cartridges under Annual Rate Contract for the year 2015-16 (As per specifications mentioned at Annexure-II)**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.**  **No** | **Printer Model** | **Toner Model** | **Required Quantity** | | | | | **Unit**  **Price** | **Tax / VAT** | **Amount** |
| **1st Quarter** | **2nd Quarter** | **3rd Quarter** | **4th Quarter** | **Total** |
| 1 | Samsung SCX-4016 | SCX-4016D3/XIP | 1 | 1 | 1 | 1 | 4 |  |  |  |
| 2 | HP LaserJet 3015 | 12A | 6 | 6 | 6 | 7 | 25 |  |  |  |
| HP LaserJet 1022 |
| 3 | HP Desk Jet F735 All-in-one | 703B/703C | 4 | 4 | 4 | 3 | 15 |  |  |  |
| HP Desk Jet K209a AIO Printer |
| 4 | HP LaserJet P1108 | 88A | 1 | 0 | 1 | 0 | 2 |  |  |  |
| 5 | HP LaserJet P2055dn | 05 A | 1 | 1 | 1 | 0 | 3 |  |  |  |
| 6 | HP LaserJet P3015 | 55A | 3 | 3 | 3 | 1 | 10 |  |  |  |
| 7 | Xerox Work Centre 3220DN | 106R01487 | 4 | 4 | 4 | 4 | 16 |  |  |  |
| 8 | Ricoh Aficio SP C 222/232 DN  Colour Printer | K- 406059 | 1 | 1 | 1 | 0 | 3 |  |  |  |
| C-406060 | 1 | 0 | 1 | 0 | 2 |  |  |  |
| Ricoh Aficio SP C232 SF  Colour Printer | M-406061 | 1 | 0 | 1 | 0 | 2 |  |  |  |
| Y-406062 | 1 | 0 | 1 | 0 | 2 |  |  |  |
| 10 | Epson LQ-1150 | Epson LQ1150-II | 1 | 1 | 1 | 1 | 4 |  |  |  |
| 11 | HP LaserJet Pro M476 | K-CF380A | 1 | 1 | 1 | 1 | 4 |  |  |  |
| C-CF381AC | 1 | 0 | 1 | 0 | 2 |  |  |  |
| Y-CF382AC | 1 | 0 | 1 | 0 | 2 |  |  |  |
| M-CF383AC | 1 | 0 | 1 | 0 | 2 |  |  |  |

Note: 1. Items should be delivered at NIPHM. 2. Sales tax/VAT should be indicated clearly. 3. Prices should be quoted only in Indian rupees. 4. Make and Catalogue No. is compulsory. 5. The quantity of items may increase or decrease at the time of award of purchase order depending on the actual need/requirement of NIPHM to an extent of ±50%.

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

Signature of authorised official

(With seal and stamp)

नाम/ Name:

Designation:

संलग्‍नक / ANNEXURE –IV

* + 1. प्राधिकार पत्र हेतु प्रपत्र / FORMAT FOR AUTHORISATION LETTER

सेवा में/To,

रजिस्‍ट्रार/ The Registrar,

राष्‍ट्रीय वनस्‍पति स्‍वास्‍थ्‍य प्रबंधन संस्‍थान

National Institute of Plant Health Management,

राजेन्‍द्रनगर/ Rajendranagar,

हैदराबाद/Hyderabad-500 030**.**

तेलंगान / Telangana,

महोदय/महोदया

Sir/Madam,

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

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

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

(Signature for and on behalf of the Company)

स्‍थान/Place :

दिनांक/Date :

संलग्‍नक/ ANNEXURE – V

* + 1. FORMAT FOR UNDER TAKING

***UNDERTAKING***

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

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

* 1. ***मैं/हम यह भी वचन देता हूं/ देते हैं कि मैंने/हमने “दिनांक------------------------ के निविदा के*** *संलग्‍नक-*II ***में उल्‍लिखित आपूर्ति करने संबंधी*** *मानदण्‍डों एवं तकनीकी विनिर्देशन विशिष्‍टि****” को समझ लिया है एवं*** *“आपूर्ति संबंधी मानदण्‍डों एवं विनिर्देशन विशिष्‍टि’* ***के अनुसार आपूर्ति करूंगा/करेंगे” ।***

***I/We also undertake that I/We have understood “Parameters and Technical Specifications for making the supplies” mentioned in Annexure-II of the Tender dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall make the supplies strictly as per these “Parameters and Technical Specifications for the supplies”.***

* 1. ***मैं/हम आगे यह भी वचन देता हूं /देते हैं कि इस निविदा में सभी संदर्भों में दी गई सूचनाएं मेरी अधिकतम जानकारी के अनुसार सही और सत्‍य है एवं मैं/हम इसके प्रति पूरी जिम्‍मेदारी लेता हूं /लेते हैं।***

***I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same.***

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

*Dated at (Dated signature of Bidder with stamp of the firm)*