



**National Institute of Plant Health Management**  
Department of Agriculture & Cooperation  
Ministry of Agriculture  
Government of India  
**Rajendra Nagar, Hyderabad (Telangana)**



**INTERNATIONAL COMPETITIVE BIDDING  
(RE-INVITATION FOR BIDS)**

**Bidding Document under Two Cover System**



**For  
Supply of**

**GCMS-TOF, LCMS-TOF, ICPOES, Auto-Analyser,  
Microwave Digester, HPLC with UV-VIS Detector, Gas Chromatographs  
with FID, UV-VIS Spectrophotometers.**



# National Institute of Plant Health Management

Department of Agriculture & Cooperation

Ministry of Agriculture

Government of India



रा व स्वा प्र सं  
NIPHM

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

## INTERNATIONAL COMPETITIVE BIDDING

For

Supply of

**GCMS-TOF, LCMS-TOF, ICPOES, Auto-Analyser,  
Microwave Digester, HPLC with UV-VIS Detector, Gas Chromatographs with FID,  
UV-VIS Spectrophotometers.**

BID REFERENCE	:	No.16/170/2/NIPHM/2014
DATE OF COMMENCEMENT OF BIDDING DOCUMENT	:	<b>08-01-2015</b>
LAST DATE & TIME OF BIDDING DOCUMENT	:	<b>12-02-2015 up to 15.00 hrs.</b>
LAST DATE AND TIME FOR RECEIPT OF BIDS ON	:	<b>12-02-2015 up to 15.00 hrs.</b>
TIME AND DATE OF OPENING OF TECHNICAL BIDS ON PLACE OF OPENING OF BIDS	:	<b>12-02-2015 by 16.00 hrs.</b> 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, Government of India Rajendranagar, Hyderabad - 500 030 (Telangana), INDIA

**Ph: + 91 40 24013346, 24011633**

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**SECTION I: INVITATION FOR BIDS (IFB)**

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**International Competitive Bidding**

**IFB NO. : 16/170/2/NIPHM/2014**

**Date: 08-01-2015**

**1. Preamble of Tender**

National Institute of Plant Health Management, an autonomous Institute under Ministry of Agriculture, 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 sealed bids under the single stage: two bid system in two envelope (i.e. one sealed envelope for Technical proposal and one sealed envelope for Price proposal) for supply of the following equipment. The Manufacturers/Dealers/Agents may offer their most competitive rates.

<b>Sch. No.</b>	<b>Item Description</b>	<b>Qty. (in Unit)</b>	<b>Bid security (in Rs.)</b>
I.	Gas Chromatograph with Mass Detector Time of Flight (GCMS TOF)	1	5,00,000
II.	Liquid Chromatograph with Mass Detector Time of Flight (LCMS TOF)	1	5,00,000
III.	Inductively Coupled Plasma Optical Emission Spectrometer (ICPOES)	1	1,00,000
IV.	Auto-analyzer	1	1,00,000
V.	Microwave Digester	1	25,000
VI.	Gas Chromatograph with FID	2	40,000
VII.	HPLC with UV-Vis Detector	2	40,000
VIII.	UV-Vis Spectrophotometer	2	20,000

2. A complete set of Bidding Documents in English may be downloaded at free of cost by any interested Bidder from NIPHM website <http://niphm.gov.in> & [niphm.ap.nic.in](http://niphm.ap.nic.in).
3. 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,  
Government of India  
Rajendranagar, Hyderabad - 500 030 (Telangana) INDIA

**Ph: + 91 40 24013346, 24011633**  
**Tele Fax: +91 40 24015346**

4. Technical and Financial bids are to be submitted together. All bids must be accompanied by a bid security in the currency of the bid or **US Dollar** or in Indian Rupees as specified in Section IV – Schedule of Requirements of the Bidding Document and must be delivered to the address given in paragraph 3 above on **or before 15.00 hrs (IST) on 12.02.2015.** The bid security must be enclosed in the envelope containing technical bid.
5. The Technical bids will be opened in the presence of the bidders' representatives, who choose to attend in person at the address mentioned in paragraph 2 above **at 16.00 hrs. (IST) on 12.02.2015.**

## **Section II. Instructions to Bidders (ITB)**

**SECTION II.**  
**INSTRUCTIONS TO BIDDERS**  
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## SECTION II. INSTRUCTIONS TO BIDDERS

### 1. CHECK LIST

**BIDDER TO FILL IN THE CHECK LIST GIVEN BELOW & SUBMIT ALONG WITH TECHNICAL BID**

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

Sl. No.	Details	YES/NO
1.	Whether the Technical Bid (envelope A) and Financial Bid (envelope B) are submitted in separate covers and whether both covers are enclosed in a common envelope.	
2.	<b>Whether Technical Bid (Envelope A) contains:</b>	
	a) Bid Security amount as mentioned in Section IV (Schedule of Requirement).	
	b) Pre-Qualification details as laid down in the Tender under Eligibility Criteria.	
	c) Technical Bid in the original Tender document and other supportive documents including leaflets/pamphlets.	
	d) Filled up and signed Bidder's Profile statement viz., Annexure 1	
	e) Technical proposal submission sheet – Annexure 2	
	f) Bid Security Form – Annexure 7	
	g) Contract Form – Annexure 8	
	h) Performance Security Form – Annexure 9	
	i) Manufacturer's Authorisation Form – Annexure 10	
	j) Proforma for Performance Statement – Annexure 11	
	k) Audited Annual reports	
3	<b>Whether Envelope-B (Financial Bid) contains:</b>	
	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	

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

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



**2. Cost of Bidding:**

**2.1. General:**

The Bidder shall bear all costs associated with the preparation and submission of the Bid to the purchaser. The Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## 2.2. 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	Page No. (s)
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 annual gross turn over should not be less than Rs. 25 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 Balance Sheet duly signed by the Chartered Accountant for the three years.	
4	The firm should be an income tax assessee at least for a period of three years.	<i>Self attested copies of the acknowledgement of Income tax returns on behalf of the company or firm PAN Card of the company or firm should be enclosed.</i>	
5	The firm should be registered under VAT & Service Tax.	Self attested copies of the certificates.	
6.	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.	<b>Warranty:</b> 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.	<i>An undertaking to be furnished.</i>	
8.	Bid Security	Bid security as mentioned in Section IV (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 a Fixed Deposit Receipt or Bankers Cheque or Irrevocable Bank Guarantee from any of the Nationalized/Scheduled banks in an acceptable form in favour of NIPHM.	
9.	Preliminary examination	Documents to be submitted as per ITB clause 23.	

## **B. The Bidding Documents**

### **3. Content of Bidding Documents**

- 3.1 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
- 3.2 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.

### **4. Clarification of Bidding Documents**

- 4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing or by fax or e-mail at the Purchaser's mailing address given 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

**Ph: + 91 40 24013346, 24011633**

**Tele Fax: +91 40 24015346**

**e-mail: [registrarniphm@nic.in](mailto:registrarniphm@nic.in) ; [niphm@nic.in](mailto:niphm@nic.in)**

The Purchaser will respond in writing to any request for clarification of the Bidding Documents, which it receives no later than 15 days prior to the deadline for submission of bids prescribed in ITB clause 16.1. 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.

## **5. Amendment of Bidding Documents**

- 5.1 NIPHM may amend the Tender Conditions up to 7 days prior to the time fixed for last date of the Bid submission.
- 5.2 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 NIPHM's website.
- 5.3 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 NIPHM's website.

All the Bidder's are advised to periodically browse NIPHM website <http://niphm.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 Bidder's failure to update the bid documents based on changes announced through the website.

### **C. Preparation of Bids**

## **6. Language of Bid**

- 6.1 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. Documents Constituting the Bid**

- 7.1. The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Proposal and the other the Price Proposal, enclosed together in an outer single envelope.
- 7.2. Initially, only the Technical Proposals will be opened at the address, date and time specified in ITB Sub-Clause 19.1. The Price Proposals remain sealed and are held in custody by the Purchaser. The Technical Proposals will be evaluated by the Purchaser. Bids with Technical Proposals which do not conform to the specified requirements will be rejected as deficient Bids.
- 7.3. Price Proposals of technically compliant Bids will be opened in public at a date and time advised by the Purchaser. The Price Proposals will be evaluated and the Contract will be awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid.
- 7.4. The Technical Proposal shall contain the following :
  - (a) Technical Proposal Submission Sheet;
  - (b) Bid Security, in accordance with ITB Clause 12;
  - (c) Documentary evidence in accordance with ITB Clause 10 establishing the Bidder's eligibility to bid;
  - (d) Documentary evidence in accordance with ITB Clauses 11 and 21, 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 ITB clause 8 & 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 VII, 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 VII, Bidding Forms.

## **8. Bid Prices**

- 8.1 (a) The bidder can quote for any one or more Schedules, mentioned in the Schedule of Requirement (Section – IV), 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.
- 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 –IV) 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. However, expenditure on custom clearance will be borne by NIPHM separately. NIPHM will provide the duty exemption and Octroi exemption certificate.
- (ii) The price of other (incidental) services; listed in the General Conditions of the contract.

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

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.

8.4 The Bidder's separation of price components in accordance with ITB Clause 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.

8.5 Prices quoted by the Bidder shall be fixed during 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.

## **9. Bid Currencies**

9.1 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.

9.2 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.

## **10. Documents establishing Bidder's Eligibility and Qualifications.**

10.1 Pursuant to ITB Clause 7, 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.

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 VII 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 VI.
- (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.”

**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 VI.
- (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 VI.
- (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 VI.

**12. Bid Security**

- 12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, bid security equivalent of rupees as indicated in the schedule of requirements (Section IV).
- 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 ITB Clause 12.7.
- 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 certified cheque, a demand draft, or a bank guarantee from nationalized/Scheduled Bank in favour of “National Institute of Plant Health Management, payable at Hyderabad” located in India or abroad. The Bank Guarantee issued by the foreign Banks must be confirmed by a scheduled Nationalized/Scheduled Indian Bank or a foreign Bank operating in India, approved by Reserve Bank of India, acceptable to the Purchaser in favour of NIPHM ;
  - (b) be substantially in accordance with the form of bid security (Bank Guarantee) included in Section IV or other form approved by the Purchaser prior to bid submission;

- (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 12.7 are invoked;
  - (d) be submitted in its original form; copies will not be accepted; and
  - (e) remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 13.2.
- 12.4 Any bid not secured in accordance with ITB Clause 12.1 and 12.3 above shall be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 23.
- 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 ITB Clause 13.
- 12.6 The successful Bidder's bid security will be discharged upon the Bidders executing the Contract, pursuant to ITB Clause 33, and furnishing the performance security, pursuant to ITB Clause 34.
- 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 ITB Clause 33; or
    - (ii) to furnish performance security in accordance with ITB Clause 34.
- 12.8 The bid security amount deposit with NIPHM till it is returned to the Bidder will not earn any interest thereof.

### **13. Period of Validity of Bids**

- 13.1 Bids shall remain valid for the period of 120 days after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 16. **A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.**
- 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 ITB Clause 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.



#### 14. Format & signing of Bids

- 14.1 The Bidder shall prepare one Technical Proposal and one Price Proposal as described in ITB Clause 7.
- 14.2 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation (Power of Attorney) and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un amended printed literature, shall be signed or initialled by the person signing the Bid.
- 14.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

#### D. Submission of Bids

#### 15. Sealing and Marking of Bids

The Bidder shall *enclose the Technical Proposal and the Price Proposal in separate sealed envelopes, duly marking the envelopes as "TECHNICAL PROPOSAL", "PRICE PROPOSAL". These envelopes containing the bids shall then be enclosed in one single envelope and must be superscribed "Tender for supply of Equipment for Pesticide Management Division vide reference No.16/170/2/NIPHM/2014 of NIPHM.*

- 15.1 The inner and outer envelopes shall be addressed to:
- (a) The Director General  
National Institute of Plant Health Management (NIPHM)  
Dept. of Agriculture & Cooperation, Ministry of Agriculture,  
Government of India  
Rajendranagar,  
Hyderabad - 500 030 (Telangana) INDIA
- (b) The sealed and signed inner envelope (Technical Bid) shall bear the following identification marks:  
Technical Bid:  
Invitation for Bids Number: \_\_\_\_\_  
Schedule Number \_\_\_\_\_ of Section VI  
Name of the Goods/Equipment: \_\_\_\_\_  
Bid type : Technical Bid
- (c) The sealed and signed inner envelope (Financial Bid) shall bear the following identification marks:  
Financial Bid:  
Invitation for Bids Number: \_\_\_\_\_  
Schedule Number \_\_\_\_\_ of Section VI  
Name of the Goods/Equipment: \_\_\_\_\_  
Bid type : Price proposal

- (d) The sealed and signed outer envelope shall bear the following information:  
Invitation for Bids Number: \_\_\_\_\_  
Schedule Number \_\_\_\_\_ of Section VI  
Name of the Goods/Equipment: \_\_\_\_\_

15.2 The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late bids".

15.3 If the outer envelope is not sealed and marked as required by ITB Clause 15.1 & 15.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

**16. Deadline for Submission of Bids**

16.1 Bids must be received by the Purchaser at the address specified under ITB Clause 15.1 (a) no later than the **12-02-2015 up to 15.00 hrs.** In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

16.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**17. Late Bids**

17.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 16, shall be rejected and/or returned unopened to the Bidder.

**18. Modification and Withdrawal of Bids, once submitted, shall not be allowed.**

## E. Bid Opening and Evaluation

### 19. Opening of Bids by Purchaser

- 19.1 The Purchaser will open the Technical proposal of all the bidders in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified below: The bidders' representatives who are present shall sign a register evidencing their attendance.

Time: **16.00 hrs.**

Date: **12.02.2015**

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

**Ph: + 91 40 24013346, 24011633**

**Tele Fax: +91 40 24015346**

“In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.”

- 19.2 The Price Proposals will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser. **If the Technical Proposal and the Price Proposal are submitted together in one envelope, the Purchaser shall reject the Bid.**
- 19.3 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded
- i. the name of the Bidder;
  - ii. the presence of a Bid Security,
- 19.4 Only Technical Proposals read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids, bids without bid security in accordance with ITB Sub-Clause 17.1. and ITB clause 12.1 respectively

- 19.5 The Purchaser shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Bidder and the presence or absence of a Bid Security.
- 19.6 At the end of the evaluation of the Technical Proposals, the Purchaser will invite bidders who have submitted substantially responsive Technical Proposals and who have been determined as being qualified for award to attend the opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Proposals.
- 19.7 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Document and return their Price Proposals unopened.
- 19.8 The Purchaser shall conduct the opening of Price Proposals of all Bidders who submitted substantially responsive Technical Proposals, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign an attendance sheet evidencing their attendance.
- 19.9 All envelopes containing Price Proposals shall be opened one at a time and the following read out and recorded :
- (i) the name of the Bidder
  - (ii) Price quoted by the bidder
  - (iii) Tax structure if any.
- 19.10 The Purchaser shall prepare a record of the opening of Price Proposals that shall include, as a minimum: the name of the Bidder, the Bid Price any discounts, etc
- 19.11 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

## **20. Clarification of Bids**

- 20.1 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.

## **21. Responsiveness of Technical Proposal**

- 21.1 The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
- 21.2 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.

21.3 **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.**

## 22. Nonconformities, Errors and Omissions:

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

## 23. Preliminary Examination

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

23.2 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 ITB Sub-Clause 7.6;
- ii. written confirmation of authorization to commit the Bidder;
- iii. Bid Security, if applicable; and
- iv. Manufacturer's Authorization, if applicable.

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

23.4 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 ITB Sub-Clause 7.5; and
- ii. Price Schedules, in accordance with ITB Clauses 7.5, 8 and 9.

## 24. Examination of Terms and Conditions; Technical Evaluation

24.1 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.

24.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 11, to confirm that all requirements specified in Section V of the Bidding Document have been met without any material deviation or reservation.

24.3 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 ITB Clause 21, it shall reject the Bid.

## **25. 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.

## **26. Evaluation and Comparison of Bids**

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

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

26.3 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.

## **27. Contacting the Purchaser**

27.1 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.

## **28. 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.

## **F. Award of Contract**

## **29. Award Criteria**

Subject to ITB Clause 32, 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.

### **30. 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.

### **31. 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.

### **32. Notification of Award**

32.1 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.

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

32.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 34, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 12.

32.4 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.

### **33. Signing of Contract**

33.1 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.

33.2 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.

### **34. Performance Security**

34.1 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.

34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33.2 or ITB Clause 34.1 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.

### **35. Corrupt or Fraudulent Practices**

- 35.1 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;
- 35.2 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.

### **36. 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 III: GENERAL CONDITIONS OF CONTRACT (GCC)**

**SECTION III. GENERAL CONDITIONS OF CONTRACT  
TABLE OF CLAUSES**

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## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **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 the 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
- 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 or 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: The Supplier will be required to make separate packages for each Consignee. 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 (vi) 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) Lorry Receipt/Railway Receipt
- (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 – V).
  - (d) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

## 14 Spare Parts

- 14.1 All services mentioned therein are required. Suppliers shall ensure the availability of spare parts and after sales service.
- 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 three months 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 GC-TOF LCTOF, ICPOES, Auto-analyzer, Microwave digester, HPLC with UV-VIS Detector, Gas Chromatographs with FID, UV-VIS Spectrophotometers.

#### 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 quarterly installments at the end of each quarter within 30 days of receipt of claim at the start of the next quarter, as per completion of warranty/maintenance obligations of the previous quarter, at the rates quoted in the price schedule on receipt of Bank Guarantee for 2.5% of the cost of the equipment (excluding annual maintenance cost) valid for the 62 months from the date of completion of the warranty period (the bank guarantee submitted towards performance guarantee will be released only after receipt of the above).



- 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

- 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.
- 28.2 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 IV. SCHEDULE OF REQUIREMENTS**

**SECTION - IV**  
**SCHEDULE OF REQUIREMENTS**

(a) **Schedule-wise Quantity and their bid security**

<b>Sch. No.</b>	<b>Item Description</b>	<b>Qty. (in Unit)</b>	<b>Bid security (in Rs.)</b>
I.	Gas Chromatograph with mass Detector Time of Flight (GCMS TOF)	1	5,00,000
II.	Liquid Chromatograph with mass Detector Time of Flight (LCMS TOF)	1	5,00,000
III.	Inductively Coupled Plasma Optical Emission Spectrometer (ICPOES)	1	1,00,000
IV.	Auto-analyzer	1	1,00,000
V.	Microwave Digester	1	25,000
VI.	Gas Chromatograph with FID	2	40,000
VII.	HPLC with UV-Vis Detector	2	40,000
VIII.	UV-Vis Spectrophotometer	2	20,000

**Project site:**

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

**Delivery Schedule & Terms of Delivery:**

Delivery of the items shall be effected, within 45 days of date of the purchase order.



## **SECTION V. TECHNICAL SPECIFICATIONS**

**SECTION – V**  
**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**

**Gas Chromatography Quadrupole Time-of-Flight (GC-Q-TOF) Mass Spectrometer System**

<b>Gas Chromatography Quadrupole Time-of-Flight (GC-Q-TOF) Mass Spectrometer System</b>		
<p><b>A GC-Q-TOF is required for:</b></p> <ul style="list-style-type: none"> <li>• <b>Quantification and confirmation of trace pesticides and other target compounds in known /unknown matrices</b></li> <li>• <b>Unknown / non - targeted identification</b></li> <li>• <b>Profiling of samples</b></li> </ul>		
<b>Core Specifications</b>		
<b>Item</b>	<b>Specification</b>	<b>Description</b>
1	One vendor solution	Both the Gas Chromatograph with Quadrupole and TOF Mass Analyzers must be sold and installed by a single supplier to provide a seamless integration between the GC and Q- TOF. The GC operating parameters must be available and controlled by the TOF software. The software must be communicable between both GC and TOF.
2	Service and Support	Both the Gas Chromatograph and TOF Mass Spectrometer must be fully supported by the supplier to provide a seamless instrument diagnostic and repair between the GC and Q- TOF.
<b>Gas Chromatograph Specifications</b>		
<b>Item</b>	<b>Specification</b>	<b>Description</b>
1	Inlet	Must have standard Split/Splitless Inlet and must be upgradable to MultiMode Inlet
2	Auto injector	Must have standard at least 100 sample or better Auto injector
3	Oven Temperature	Must be in the range ambient + 4°C to 430° C and higher
4	Oven	Must have at least 15 and above ramp and 16 and above plateaus.

	Ramp/Plateaus	
5	Electronic Pneumatic Control (EPC)	Must have auto pressure regulation for Split / Splitless Inlet and septum purge
6	Carrier Gas Control Modes	Must have constant pressure / flow modes and programmable pressure/flow modes.
7	Capillary Flow Technology	Must be upgradable with Capillary Flow Technology devices for effluent splitting, back flushing and column switching.

<b>Quadrupole Specifications</b>	
<b>Item</b>	<b>Specification</b>
1.	<b>Ionization modes</b>
	Must have both Electron Ionization (EI) and Chemical Ionization (CI).
2.	<b>EI Scan sensitivity</b>
	Must be able to produce S:N > 800:1 (RMS noise) or better at m/z 271.9867 from a splitless injection of 1 pg OFN
3.	<b>MSMS capability with precursor ion selection</b>
	Low cross talk collision
4.	<b>PCI full scan sensitivity</b>
	Splitless injection of 100 pg BZP will have a S:N > 1500:1 (RMS noise; using methane) at m/z 183.0804
5.	<b>Source temperature</b>
	Must be up to 350°C
6.	<b>Filaments</b>
	Must have dual filaments for EI
7.	<b>TOF mass range</b>
	Must be in the range from m/z 20 to 1700
8.	<b>TOF mass resolution</b>
	Must have resolution of $\geq 7000$ at m/z 271.9867 from a splitless injection of 1 pg OFN
9.	<b>Mass filter mass range</b>
	Must be in the range from m/z 20 to 1,050
10.	<b>Electronic dynamic range</b>
	Must be at least $10^5$
11.	<b>TOF scan rate</b>
	Must be selectable from 1 to 50 spectra/sec.
12.	<b>TOF mirror</b>
	Must be two stage ion mirror
13.	<b>Mass filters</b>
	Must be heated quadrupole / quadrupole with pre-filter

14.	<b>Collision cell gas</b>
	Compatibility with Argon and Nitrogen
15.	<b>Collision energy</b>
	Must be selectable up to 60eV
16.	<b>Ion detector</b>
	Must be Microchannel plate or suitable high sensitivity detector meeting sensitivity specification
17.	<b>Tuning</b>
	Must have autotune and user selectable manual tune.
18.	<b>Pumping System</b>
	Suitable turbo molecular pumps supported by external mechanical pumps.
19.	<b>Simultaneous MS and GC</b>
	Must be able to collect 2 GC detector signals while acquiring MS data

<b>Software / Data Management System</b>	
<b>Item</b>	<b>Specification with description</b>
1	<b>Computer</b>
	Minimum specification as follows: a. Two Desktop computer from reputable brands – First Desktop to control regulate and receive / acquisition of data and Second Desktop LAN to First Desktop to process the data. b. Operating system must be Windows 7 (64 bit) or better and Monitor 22” or better. c. 8 GB RAM. The HD is 2 Terra byte RAID 5 system with 1 Terra byte active and 1 for mirroring.
2	<b>Printer</b>
	Heavy duty Laserjet printer
3	<b>Software</b>
	1. To control and regulate functioning of all modules of equipment. To direct and receive the signals / data from all modules of equipment making custom based reporting formats in excel words etc. of latest version. 2. Must have an integrated retention time-locking module for analyzing target compounds in complex matrices. The software module must provide the creation of custom compound databases as well as the utilization of vendor provided databases.
4	<b>NIST 2011 Library (Latest Version)</b>
	Must includes spectra with names and chemical structures, Kovats retention indices, accurate mass information for both molecular ions and product ions, MS/MS Spectra Lib, and NIST search & AMDIS programs.
5	<b>Wiley Library (Latest Version)</b>
	Must include spectra with names and chemical structures, Kovats retention indices, accurate mass information for both molecular ions and product ions.
6	<b>Pesticide Library (Latest Version)</b>
	Must include spectra with names and chemical structures, Kovats retention indices, accurate mass information for both molecular ions and product ions.

7	<b>Equipment Manuals</b>
	Manuals of the equipments should be submitted as hard and soft copy.
8	<b>Gases</b>
	<p>Nitrogen Gas cylinders or Nitrogen Generator with minimum capacity of 30 litres per minute for satisfactory functioning of GC Q TOF from a reputed brand with the following specifications:</p> <p>Nitrogen generator Analytical  Product Purity : 99.99% or better  Flow Rate : Min. 30 litres/minute  Inlet Pressure : Min. 8.5 bar  Compressor : External  Warranty : 3 Years</p> <p>NIPHM will provide covered shed at ground floor with concrete floor. The supplier will have to install external compressor with anchoring on the concrete. Supplier is required to furnish the dimensions of generator as well as compressor in technical specification.</p>
9	<b>UPS</b>
	UPS 20 KVA with built in isolation transformer capable of taking inductive loads with 1 hour backup
10	<b>Warranty</b>
	3 Years of comprehensive warranty for entire equipment
11	<b>Annual Maintenance Contract</b>
	5 years after warranty period

**Schedule No. II**

**Liquid Chromatography Quadrupole Time-of-Flight (LC-Q-TOF) / Quadrupole High Resolution Mass Spectrometer System**

A LC-Q-TOF / Q-HRMS is required for:		
<ul style="list-style-type: none"> <li>• Quantification and confirmation of trace pesticides and other target compounds in known /unknown matrices</li> <li>• Unknown / non - targeted identification</li> <li>• Profiling of samples</li> </ul>		
<b>Core Specifications</b>		
Item	Specification	Description
1	One vendor solution	Both the Liquid Chromatograph and Q- TOF / Q High Resolution Mass Spectrometer must be supplied and installed by a single vendor to provide a seamless integration between the LC and TOF / Q High Resolution.

2	Service and Support	Both the Liquid Chromatograph and Q-TOF / Q High Resolution Mass Spectrometer must be fully supported by the supplier to provide a seamless instrument diagnostic and repair between the LC and Q-TOF/ Q High Resolution Mass Spectrometer.
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<b>QuadrupoleTOF Specifications</b>		
<b>Item</b>	<b>Specification</b>	
1.	<b>Ion Source</b>	
	Must have API/ ESI & APCI source & facility for switching between the two ionization types	
2.	<b>Mass Range</b>	
	50 – 4000 units or better	
3.	<b>Analyser type</b>	
	Suitable analyser geometry capable of providing resolution “ <b>40000 FWHM or better.</b> ”	
4.	<b>Mass accuracy - MS mode (ppm)</b>	
	Minimum Mass Accuracy in MS & MS/MS mode must be 1 ppm for internal & external standards across the entire mass range.	
5.	<b>Mass acquisition modes</b>	
	Must be capable to do all analysis including Precursor ion scan, product ion scan (MS/MS), SIM	
6.	<b>Sensitivity</b>	
	MS Mode : ESI(+) S/N $\geq$ 400:1 ; 1 pg/ $\mu$ l reserpine. ESI(-) S/N $\geq$ 50:1 ; 2 pg/ $\mu$ l p-nitrophenol	
7.	<b>Linear Dynamic range</b>	
	Must have 5 orders of Linear dynamic range .	
8.	<b>Temperature stability</b>	
	Operating Temperature 16 <sup>0</sup> C - 30 <sup>0</sup> C or better .	
9.	<b>Spectral acquisition rate</b>	
	Must be 30 spectra/sec or better in both MS aswell as MS/MS mode	
10.	<b>Operating modes</b>	
	Must operate in MS Scanning, MS/MS product Ion Scanning, simultaneous MS & MS/MS scanning modes	
11.	<b>Flow Rate</b>	
	Must be 10uL/min to 2mL/min	
12.	<b>Vacuum System</b>	
	Highly efficient vacuum system comprising of turbo molecular pumps followed by rotary mechanical pumps shall be provided	

Liquid Chromatograph Specifications		
Item	Specification	Description
1	Pump	Must be quaternary gradient pump capable of high pressure mixing & delivering solvents at a min. 1000 bar pressure over the entire flow range
2	Flow rate	Must be 0.001 – 2mL/min
3	Flow Precision	Must be $\leq 0.07\%$ RSD
4	Flow accuracy	Must be $\pm 1\%$ or better
5	Settable composition range	Must be 0 – 100% with precision of $< 0.15\%$ RSD
6	Autosampler	Must be capable of holding minimum 100 samples (2 mL vials) or better. Injection range of 0.1 – 40 $\mu\text{L}$ in 0.1 $\mu\text{L}$ increments with capability of extending the range to 100 $\mu\text{L}$ if required
7	Column oven & cooler	Temperature must be $10^{\circ}\text{C}$ below ambient to $100^{\circ}\text{C}$ , Stability: $\pm 0.05^{\circ}\text{C}$ .
8.	N <sub>2</sub> Gas generator	<p>Nitrogen Gas cylinders or Nitrogen Generator with minimum capacity of 30 litres per minute for satisfactory functioning of LC Q TOF from a reputed brand with the following specifications:</p> <p>Nitrogen generator Analytical            Product Purity : 99.99% or better            Flow Rate : Min. 30 litres/minute            Inlet Pressure : Min. 8.5 bar            Compressor : External            Warranty : 3 Years</p> <p>NIPHM will provide covered shed at ground floor with concrete floor. The supplier will have to install external compressor with anchoring on the concrete. Supplier is required to furnish the dimensions of generator as well as compressor in technical specification.</p>
9.	Carry over	Less than 0.005% or better.

Data Management System	
Item	Specification with description
1.	<p><b>Computer<sup>1</sup></b>            Minimum specification as follows:            d. Two Desktop computer from reputable brands – First Desktop to control regulate and receive / acquisition of data and Second Desktop LAN to First Desktop to process the</p>

	<p>data.</p> <p>e. Operating system must be Windows 7 (64 bit) or better and Monitor 22” or better. 8 GB RAM. The HD is 2 Terra byte RAID 5 system with 1 Terra byte active and 1 for mirroring.</p>
2.	<p><b>Printer</b></p> <p>Laserjet printer</p>
3.	<p><b>Software<sup>2</sup></b></p> <ul style="list-style-type: none"> <li>• Integrated software to control both MS and LC and shall be able to control the mass spectrometer, acquire, store, process and reproduce the data.</li> <li>• The software shall be capable to generate formula and structure of unknown compounds. Need a metabolite database to identify unknowns. Need a Pesticide database to predict the structure of Unknowns</li> <li>• The Software shall be capable of auto calibration, accurate mass measurements, elemental composition, probable structure determination, MS/MS experiments and quantification</li> </ul>
4.	<p><b>Equipment Manuals</b></p> <p>Manuals of the equipments should be submitted as hard and soft copy.</p>
5.	<p><b>Gases</b></p> <p>Necessary MS/MS cylinders 2 each along with regulator, tubing and gas purification panel.</p>
6.	<p><b>UPS</b></p> <p>UPS 20 KVA with built in isolation transformer capable of taking inductive loads with 1 hour backup</p>
7.	<p><b>Warranty</b></p> <p>3 Years of comprehensive warranty for entire equipment</p>
8.	<p><b>Annual Maintenance Contract</b></p> <p>5 years after warranty period</p>



### Schedule No. III

#### Inductively Coupled Plasma Optical Emission Spectrometer (ICPOES)

##### **A. SPECTROMETER:**

1. True simultaneous and background correction reading ICP-OES system using solid-state detector technology
2. System with bench-top design.
3. The Instrument must have an Echelle-based polychromator that utilizes a single charge coupled device (CCD)/charge induced detector (CID). The system must utilize a prism cross disperser for higher order resolution. The resolution of the system must be 0.007nm at around 200nm. The entire optical system must be enclosed in a purged and thermo stated optical enclosure.
4. A system purge of the polychromator for determinations made at wavelengths below 190nm must be standard. Nitrogen may be used as purge gasses and the gas flows must be controlled by the system controller.
5. The ICP torch must be mounted axially/vertically with high sensitivity, to the instrument optical path and, there should be options for demountable torch as well preferably a system with vertical and horizontal viewing.
6. Viewing of the plasma must be computer controlled in Dual View (torch).
7. The system must utilize Neon Optical Fibre or equivalent in situ to perform the function for calibration.
8. The instrument must be able to perform determinations across the entire spectrum, both UV and Visible 167-750 nm.

##### **B. ICP SYSTEM:**

1. The instrument must monitor all gas pressures through mass flow control. The interlocks must be continuously monitored and if any interlock is interrupted, the plasma is shutdown automatically.
2. Plasma ignition and shut down must be computer controlled and totally automated.
3. The instrument must include a mechanism to eliminate the cool end of the plasma for minimizing self – absorption and physical interference.

##### **C. SYSTEM DETECTOR:**

1. Solid- state detector optimized for performance across the entire emission spectrum, anti-blooming protection to enable the simultaneous measurement of trace level analytes in the presence of major matrix constituents.
2. The detector must have Auto –Integration that allows intense and trace signal to be measured simultaneously

##### **D. RF GENERATOR:**

1. The solid state RF Generator must run at frequency of 40/27MHZ. The RF Power should be variable from 750-1500W or better with capability to use maximum available power.
2. Power output stability should be better than 0.1%
3. The RF generator must have power transfer efficiency into the plasma of at least 75% to eliminate the need of an inefficient secondary matching net work.

##### **F. SAMPLE INTRODUCTION SYSTEM:**

1. The instrument must include appropriate ICP torch and standard Mein hard nebulizer or equivalent spray chamber system as a standard with HF resistance spray chamber nebulizer system .System should have capability for analysis of organic solvent as well.
2. The system must include a four channel, variable speed, controlled peristaltic pump which allows for on- line addition of internal standards
3. The instrument must include accessories for low detection limits of Mercury and other hydride forming elements.

<b>G. SYSTEM SOFTWARE :</b>	
<ol style="list-style-type: none"> <li>1. The instrument system software shall be based on the windows operating system.</li> <li>2. The software shall provide full control of all instrument functions including plasma ignition, gas flows, viewing position, and monitoring of safety interlocks.</li> <li>3. Software should also have comprehensive wavelength library with indication of preferred line for each element. It should feature automatic identification of possible spectral interferences when selecting wave lengths for analysis and should have search mode for identification of unknown wave lengths.</li> </ol>	
<b>H. PERFORMANCE:</b>	
<ol style="list-style-type: none"> <li>1. The instrument must meet all EPA contract lab required detection limits.</li> <li>2. The instrument must have analytical linearity in excess of 5-6 orders of magnitude with the ability to use alternate wavelengths that measured simultaneously.</li> </ol>	
<b>I. INSTALLATION UTILITIES</b>	
<ol style="list-style-type: none"> <li>1. Vendor should supply factory fabricated chiller re-circulator of appropriate capacity along with the system.</li> </ol>	
<b>J. MISCELLANEOUS</b>	
<ol style="list-style-type: none"> <li>1. Tuning solution 100 mL X 6 Nos.</li> <li>2. Sample Kits for aqueous &amp; 2 multi –elements standards should quoted as standard.</li> </ol>	
<b>K. ACCESSORIES:</b>	
Fume Hood	SS fume hood along with required capacity exhaust fan.
Gas reservoir	All necessary gas cylinders in duplicate along with regulator and SS tubing with purification and accessories
Computer	Suitable branded Desktop PC with minimum following specification colour Monitor 21”, 4 GB RAM or better and hard disc that have storage capacity of 500 GB at 7200 RPM 6G/s or better,at least 16 x DVD +/- RW drive with an integrated sound card,two USB ports and one serial (RS232) port. Operating system shall be Windows 7 Professional 64-bit or better.
Printer	Heavy duty Laser jet Printer
UPS	10KVA online UPS with built in isolation transformer with two hour backup

#### Schedule No. IV

### Auto Analyser

Specification	NIPHM Specification
General	PC controlled 4 Channel Continuous Flow Auto Analyser for the simultaneous analysis of Total Sugars / Reducing Sugars, Chloride, Total Alkaloids in tobacco leaf and other samples as per ISO / Standard / Non Standard methods
Module	Modular system which include Auto Sampler, Pump, Chemistry Module and Digital Colorimeter and upgradable to minimum of 6 channels.
Auto Sampler:	<ul style="list-style-type: none"> <li>• Random Access sampling with capacity of minimum 150 sample cups from 0.5 mL to 5 mL.</li> <li>• Separate rack for calibration and quality control standards.</li> <li>• Sampler should have feature to access any cup at any time to enable duplicate sampling and emergency sampling.</li> <li>• Sample probe to be made up of Stainless steel / PEEK to enable to handle all kind of samples, including acidic.</li> </ul>

Pump:	<ul style="list-style-type: none"> <li>• High Precision Pump with multi-speed and electronically controlled air injection valve.</li> <li>• Each pump should have Capacity for up-to 28 pump tubes plus up-to 8 air supply tubes.</li> <li>• Pump should have digitally-controlled air injection system, synchronized with pump rollers to ensure regular sized and spaced air bubbles, giving reproducible segment volume for high analytical precision.</li> <li>• Pump to be controlled from PC and should also have manual control.</li> <li>• Leak Detector to stop the motor automatically if a spill occurs and also to have Liquid Drain.</li> </ul>
Chemistry Module:	<ul style="list-style-type: none"> <li>• Chemistry modules to include 4 chemistry manifolds and optionally up to 6.</li> <li>• Mixing Coils of 2 mm ID shall be made-up of glass to offer chemically inert and clear view of flow.</li> <li>• Leak Detector and liquid drain shall be standard.</li> <li>• Heating baths and dialyzers shall be included.</li> </ul>
Digital Colorimeter:	<ul style="list-style-type: none"> <li>• To analyse 4 chemistries simultaneously and to upgrade up-to 6 chemistries in the field. Blank correction &amp; Dual wavelength measurement to compensate for variations in sample composition shall be provided.</li> <li>• Flow cells with 10 mm path length – 4 Nos.</li> <li>• Colorimeter should have the capability of Dual Beam detection with same wavelength correction for high stability.</li> <li>• Colorimeters to have 4 Nos of LED as light source for high resolution and high sensitivity.</li> <li>• Colorimeter sensitivity to be 0.0000001-0.000001 Abs to enable ultra-low concentrations measured accurately and to facilitate lower detection limit.</li> <li>• Digital resolution is 8,000,000 for wide analytical range.</li> <li>• Software de-bubbling algorithm facility to reduce carry over and avoid de-bubbling.</li> <li>• Flow cell and transmission tubing to be contained inside the photometer housing for optimum temperature equilibration and added protection of the flow cell and connections.</li> <li>• System should have automatic matrix correction facility.</li> </ul>
Software:	<ul style="list-style-type: none"> <li>• Windows 7 based 32 bit architecture software for true multi-tasking and networking capabilities for control and data processing.</li> <li>• Software should facilitate for automatic baseline correction and set when starting a run.</li> <li>• Performance checks shall conform to USEPA Contract Laboratory Protocol specification and AQS Specification.</li> <li>• Accuracy checks for calibration, baseline drift, sensitivity drift, and reproducibility and QC standards.</li> <li>• Log book file to show operation history.</li> <li>• Software shall have facility to flag automatically Off-scale samples, display and print of Calibration curve, to export run data to ASCII file, display of Peaks and results on the screen during a run and can be printed in real time, Automatic calculation of QC standards' mean, SD, warning and action limits, etc...</li> <li>• Shall be possible for reporting of Sample average, standard deviation, maximum and minimum detection limit.</li> <li>• Run data can be exported to ASCII file, on any local or network drive, manually or automatically after a run. Export file format and content should be fully user-selectable with preview function.</li> <li>• Performance checks should conform to USEPA or equivalent Laboratory Protocol specification and AQS Specification.</li> <li>• Networking and two-way data transfer using standard windows facilities, LIMS should be possible.</li> </ul>

Accessories & Spares	Suitable branded Desktop PC, Leserjet Color Printer and UPS of 5 KVA shall be included. Method documentation to include preparation for reagents and standards, performance data, reagent safety data, manifold description with part numbers, list of spares and consumables with part numbers.
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### Schedule No. V

## **Microwave Digester**

- Microwave Digestion system is required for digestion of sample for metals analysis by ICP-OEC or ICP-MS
- With microwave digestion, the samples are enclosed, so cross contamination and loss of volatiles is eliminated, and use of the highest quality vessel materials ensures blank contamination is minimal
- It is important for ultratrace analysis

### **Microwave Digestion system**

Item	Specification	Description
1	General	Must be top-loading / front loading, closed-vessel microwave digestion systems
2	Chamber volume	Chambershall be volume 50 L or more
3	Microwave cavity vessel liners	Internal oven cavity shall be coated with PTFE (polytetrafluoroethylene)
4	Cooling system	Shall be high efficiency cooling system
5	Safety	Must have safety interlocks
6	Number ofVessels	Must be 10 or more vessels each of 100 mL capacity to accommodate in the system. Extra 10 or more vessels for next batch of sample digestion
7	Temperature monitoring range	Temperature monitoring and control shall be 250°C or better.
8	MaximumPressure	Minimum vessel pressure shall have 1200 psi or better
9	Microwave power	Microwave Power shall be 1600W
10	Microwave Frequency	Frequency shall be 2000 MHz or better
11	Turn table movement	Max. of 10 nos. vessel & rotation angle: 3600, rotation speed: 5 RPM
12	Software	Must be windows based software, & high volume storage capacity

## Schedule No. VI

### Gas Chromatograph with FID

The Gas Chromatograph must be a microprocessor controlled, dual channel with extensive self diagnostics and programmable pneumatic controls (EPCs) for entire system which can be operated by an external PC through chromatography software besides meeting the other specifications as follows. The accessories and spares will have to be supplied for each equipment separately.

<b>Column Oven</b>	<b>:GLC oven should have been calibrated by NABL / ISO 17025-2005 accredited laboratory</b>
Operating temp. range	: Ambient to 400 <sup>0</sup> C
Temperature set resolution	: should be 0.1 <sup>0</sup> C
Heating rate	: Ambient to 250 <sup>0</sup> C in 2 minutes or less
Cooling rate	: 400 <sup>0</sup> C to ambient in 4 minutes
Oven ramps	: Oven must support 20 oven ramps
Column overheat protection	: user defined up to 450 <sup>0</sup> C

#### **Electronic pneumatic controls for inlets and detectors :**

Pneumatics must be electronic and programmable. Each EPC unit is optimized for its intended use with a specific inlets and detector option.

Inlet pneumatics	: Inlet must have electronic pneumatic control of carrier, split and septum purge gas, including electronic ON/OFF
Pressure set point precision	: Pressure set points must be able to be adjusted by increments of 0.001psi, with typical control $\pm$ 0.001 for the range of 0.0 to 99.99
Pressure/flow ramps	: user must be able to set up to a maximum of three pressure/flow ramps in addition to injecting at a different (pulsed) pressure.

#### **Inlets**

Type	: Packed column injection ports(2 No's) with EPC and <b>one adapter must be supplied</b> for 0.53 mm id wide bore/capillary column for future column for future replacement.
Pressure sensor accuracy	: must have $\pm$ 2% full scale pressure accuracy or better.
Flow sensor accuracy	: must have a minimum of $\pm$ 5% accuracy with $\pm$ 0.5% repeatability.
Temperature range	: ambient to 450 <sup>0</sup> C
Maintenance	: must have the facility for injector port <b>maintenance during analysis</b>

#### **Detector:**

**Flame Ionization Detectors** (2 no's) with a temp. Range up to 450<sup>0</sup> C

- Minimum detectability : must have a minimum detectability of 1.8 pg C/s or better.
- Linear Dynamic range : must have greater than  $10^7$
- Column adoptability : should be able to accommodate either capillary column or packed columns

The supplier should supply the following along with the system for the operation of the GLC

Gas cylinders Duly filled with gases	Nitrogen	2nos	ultrapure grade
	Hydrogen	2 nos	
	Zero air	3 nos	

- Two stage gas regulators made of stain less steel and filtration panel which will be installed along with the system by the supplier for Nitrogen, Hydrogen and Zero Air.
- Supply of 10 micro liter syringes with plunger guide 5 units

### Data Handling Software and PC

- The personal computer with latest processor and configuration with LCD monitor and laser jet printer be supplied along with the GC.
- A Original windows latest software which is compatible with the chromatography software be supplied with the system and should be operational through its life time.
- 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 three years warranty period for the equipment including the pc and should be willing to undertake AMC 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 cost of the consumables during warranty period may be quoted along with main bid.**
- 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 any of their centralized laboratory/application center/learning school.

- 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. VII

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

The HPLC must be a microprocessor controlled, with extensive self diagnostics and can be operated by an external PC through chromatography software besides the following configuration and specifications. The accessories and spares will have to be supplied for each equipment separately.

#### **The Pump:**

- Binary solvent delivery system.
- should deliver constant and pulse free solvent ranging from 0.01ml to 10.0ml/min with a precision of 0.075% RSD or better.
- Should meet a flow accuracy of  $\pm 1\%$  or 10 ul/min, whichever ever is greater.
- should have a pressure range of 0 to 5000 psi or more for entire flow range
- the solvent delivery should provide a retention time reproducibility of less than 0.3 RSD
- should have the ability to maintain the custom defined/programmed solvent composition.
- should have a composition accuracy of  $\pm 0.5\%$  absolute, independent of backpressure.
- 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:**

An integrated degasser to de gas in line of all the four solvents **including normal phase solvents** be supplied which works continuously and efficiently.

#### **Column Oven (optional):**

Thermostatically controlled column oven to accommodate up to 30cm Column, preferably a microprocessor based, conforming to ISO 17025 with the NABL accredited lab certificate.

- Should have a range of ambient to 65<sup>0</sup>C
- Should have an accuracy of 1<sup>0</sup> C
- Should have indicators/monitors to know the status of the instrument.

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

1. Should have a wave length range of 190-700 nm.
2. Should have a band width of 2 nm or better.
3. Should have a wave length accuracy of 1 nm.

4. Should have a very good reproducibility of absorbance at least 0.0001 or better.
5. Should have a linearity of 5% at 1.5 AU propylparaben, at 257 nm.
6. Should have a base line Noise less than  $5.0 \times 10^{-5}$  AU, 230nm.
7. Should have a drift less than  $\pm 5.0 \times 10^{-4}$  AU/hr<sup>0</sup>C, 230 nm.
8. Should have the lamp optimization facility.
9. Should have self-diagnostics to check the system function and calibration.
10. Should have an easy operation to calibrate the system.
11. Should be able to function individual or through the chromatography software operated externally through a PC.

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

- |    |                        |                               |
|----|------------------------|-------------------------------|
| 1. | Silica column          | 250mm X 4-6mm id, 5 mic 2 no. |
| 2. | C <sub>18</sub> column | 250mm X 4.6mm id, 5mic 3 no.  |
| 3. | C <sub>18</sub> column | 250mm X 4.6mm id, 10mic 1 no. |

**Guard Column:** Suitable guard column sets (2 no's) with C<sub>18</sub> inserts should be supplied along with 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 .

**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 10 KV capacity with 2 hours backup supported by maintenance free sealed batteries (64Ah batteries or better) should be supplied **one unit common for both the systems.**

**Data Handling Software and PC :**

- The personal computer with latest processor and configuration with LCD monitor and Laser jet Printer should be supplied along with the instrument.
- 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.*

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## Schedule No. VIII

### **UV-Vis Spectrophotometer**

UV-Vis Spectrophotometer should be microprocessor based with latest external computer with following specifications. The accessories and spares will have to be supplied for each equipment separately.

Photometric System	True Double beam optics
Monochromator	Czerny-Turner mounting monochromatic system
Detector	Photomultiplier tube
Light source	Halogen lamp, Deuterium lamp, auto position adjustment of light source
Wave length range	190 to 900nm
Wavelength accuracy	$\pm 0.1\text{nm}$ at 656.1nm D2
Wavelength repeatability	$\pm 0.05\text{nm}$
Scanning speed	Wavelength slew rate: about 14000nm/min
Wavelength scan rate	about 4000 to 0.5nm/min
Spectral bandwidth	Variable spectral band width from 0.5, to 4nm adjustable
Resolution	0.1nm
Photometric modes	Absorbance(Abs), Transmittance(%T) , Reflectance(%R), Energy(E)
Photometric range	Absorbance -4 to 4 Abs or better
Photometric accuracy	$\pm 0.003$ Abs(at 1 Abs) or better with NIST standard.
Photometric Repeatability	$\pm 0.001$ Abs (at 0.5Abs) or better
Cell holder	Variable cell holder
Cells	one pair of matched quartz cells of 1cm ,2cm and 4 cm
Computer system	Latest Personal computer with 4 GB Ram, LCD monitor and laser printer(multi mode) - Latest original Microsoft windows operating software -Latest Spectroscopy software which enables the scanning, wavelength program, kinetics, single wave and multi wave length measurements- quantisation of unknowns in percentage from single point and multiple point (calibration curve), scanning, etc.,
Guarantee/Warranty	3 years
Accessories	All the required accessories for smooth operation of the spectrophotometer and essential consumable and non consumable spares also be supplied.
AMC/CMC	The supplier may quote for AMC/CMC for the next 5 years 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.

## **SECTION VI**

**(Referred to in clause 10.2 (d) of ITB**

### **QUALIFICATION REQUIREMENTS**

## SECTION VI 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 for at least two years as on date of bid opening:-

Sch. No.	Item Description	Qty. (in Unit)
I.	Gas Chromatograph with mass Detector Time of Flight (GCMS TOF)	5
II.	Liquid Chromatograph with mass Detector Time of Flight (LCMS TOF)	5
III.	Inductively Coupled Plasma Optical Emission Spectrometer (ICPOES)	5
IV.	Auto-analyzer	3
V.	Microwave Digester	3
VI.	Gas Chromatograph with FID	5
VI.	HPLC with UV-Vis Detector	5
VI.	UV-Vis Spectrophotometer	5

- (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 for at least one year on the date of bid opening:

Sch. No.	Item Description	Qty. (in Unit)
I.	Gas Chromatograph with mass Detector Time of Flight (GCMS TOF)	3
II.	Liquid Chromatograph with mass Detector Time of Flight (LCMS TOF)	3
III.	Inductively Coupled Plasma Optical Emission Spectrometer (ICPOES)	3
IV.	Auto-analyzer	2
V.	Microwave Digester	2
VI.	Gas Chromatograph with FID	3
VII.	HPLC with UV-Vis Detector	3
VIII.	UV-Vis Spectrophotometer	3

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

**SECTION VII**  
**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
e) Price Proposal Submission Sheet - Annexure 3
f) Price Schedule for Domestic Goods – Annexure 4
g) Price Schedule for goods to be imported from Abroad – Annexure 5
h) 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

**PART -A**  
**Bidder's Profile**

**16. Supply of Analytical Instruments and equipments**

<p>1. THE FIRM</p> <p>i) Name</p> <p>ii) Regd. Address</p> <p>iii) Address for correspondence</p> <p>iv) Contact Person's</p> <p style="padding-left: 20px;">a. Name &amp; Designation</p> <p style="padding-left: 20px;">b. Address</p> <p style="padding-left: 20px;">c. Tel. No. Landline</p> <p style="padding-left: 20px;">d. mobile</p> <p style="padding-left: 20px;">e. Email ID</p>	
<p>2. Type of Firm</p>	<p>Sole proprietor/Private Ltd/ Partnership/ co operative / Public Co. (Pl. tick and enclose copy of Memorandum/Articles of Association/ Certifi-cates of Incorporation)</p>
<p>3. PAN/GIR NO. (please enclose photocopy)</p>	
<p>4. Sales Tax/VAT registration No. (please enclose photocopy)</p>	
<p>5. Service Tax registration No. (Please enclose photocopy)</p>	
<p>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 years.</p> <p>(Pl. enclose copies acknowledgement of ITR/Audited balance sheet and P&amp;L a/c etc.)</p>	
<p>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. *</p> <p><b>i. List of important supplies made during the last three years</b></p> <p><b>ii. Select list of Major customers may be given on a separate sheet.</b></p>	
<p>10. Infrastructure details* : Servicing centre details for after sales service and AMC and the relevant data and certificates prescribed under eligibility criteria</p>	
<p>11. Bid Security Details</p>	<p><b>Bid security as mentioned in Section IV (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 a Fixed Deposit Receipt or Bankers Cheque or Irrevocable Bank Guarantee from any of the Nationalized/Scheduled banks in an acceptable form in favour of NIPHM.</b></p> <p><b>Banker's Cheque / Bank Guarantee no / Fixed Deposit Receipt / Demand Draft _____.</b></p> <p><b>Dated _____</b></p> <p><b>Rs. _____.</b></p>

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

Signature of Authorised Signatory  
Name : \_\_\_\_\_  
Designation \_\_\_\_\_  
Seal :



## 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 IV, 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 IV, 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
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(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

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

Note: Total bid price  
 Currency: \_\_\_\_\_

In figures:  
 In words  
 Signature of Bidder

Name  
 Business address

Place:  
 Date:

**Annexure 5**

1	2	5				6	7	8	9
<u>Schedule</u>	<u>Item</u>	<u>Price for each unit</u>				<u>Unit price</u>	<u>Total price</u>	<u>Indian</u>	<u>Indian Agent's</u>
<u>No.</u>	<u>Description</u>	FOR Port of loading	FOR Hyderabad	Inland transportation, insurance & other local costs incidental to delivery (final destination )as per schedule of requirement	Incidental Services  Listed in GCC Cl.13	b+c+d	4 x 6	<u>Agent's Name</u>	<u>commission as a % of FOR price  included in the quoted price</u>
		(a)	(b)	(c)	(d)				

Note:

Total bid price  
Currency: \_\_\_\_\_

In figures:

In words  
Signature of Bidder

Name  
Business address

Place:

Date:

## Annexure 6

### 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 with 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					
	<b>Total</b>					

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

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Place :

Date :

**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)

**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:.....



**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:.....  
.....  
.....

**MANUFACTURERS' AUTHORIZATION FORM**

To No. \_\_\_\_\_ dated \_\_\_\_\_

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 - VIII**

### **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 Annexure-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 Annexure- 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)

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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: