



No. 16/FSSAI-REF_LB/UPS 20 KVA/2018/35

Date: 18.12.2018.

इ-निविदा सूचना
e-TENDER NOTICE

Sub: Invitation of **Online bids through e-procurement system in Two Cover** for supply of 'UPS 20 KVA' for Pesticide Management Division – Reg.

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Sir/Madam,

National Institute of Plant Health Management (NIPHM) an autonomous Institute under Ministry of Agriculture & Farmers Welfare, Govt. of India invites '**Online bids through e-procurement system (<https://eprocure.gov.in/eprocure/>) for supply of 'UPS 20 KVA' for Pesticide Management Division**' in '**Two Cover**' system from the reputed manufacturers/authorized distributors/dealers. The list of items & tentative quantities mentioned in the Annexure-II (enclosed). The quantity of items may increase or decrease at the time of award of purchase order depending on the actual need/requirement of NIPHM.

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

- | | |
|---|--------------------------|
| 1. Last Date & Time for submission of online bids | 16.00 hrs on 16.01.2019. |
| 2. Date & Time for Opening online bids (Technical bids) | 17.00 hrs on 17.01.2019. |

Note:

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

REGISTRAR

1. SUBMISSION OF TENDER THROUGH ONLINE:

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

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

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

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

Note:

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

2. GENERAL INSTRUCTIONS:

- a. The Bidders are requested to examine the instructions, terms & conditions and specifications given in the Tender. Failure to furnish requisite information in all respects may result in rejection of the bid.
- b. Any offer made in responses to this tender when accepted by NIPHM will constitute a contract between the parties.
- c. The Contract shall be interpreted under Indian laws and all disputes will be resolved **within Hyderabad Jurisdiction**. In case of any dispute, the decision of NIPHM, Hyderabad shall be final and binding.
- d. The supplier will be fully responsible for any loss in transit and will also be responsible for safe delivery of the goods/stores in good conditions at NIPHM.
- e. The quantity of items may increase or decrease at the time of award of purchase order depending on the actual need/requirement of NIPHM.
- f. Quotation should be valid for a minimum period of 180 days from opening of tender. The NIPHM reserves the right to accept or reject any part/full of the quotation without assigning any reasons whatsoever.
- g. **The rates quoted should be inclusive of all charges such as Octroi, packing, forwarding, insurance and loading, unloading, freight and clearance etc. and bidder should supply goods at premises of NIPHM at his cost.**
- h. The GST where legally leviable and intended to be claimed should be distinctly shown along with the price quoted. Where this is not done it will be treated that the price is inclusive of GST & other taxes. GST registration No. and date of its validity should be indicated. The firm must quote their TIN No. , PAN No. etc. in the quotation (attested copies to be enclosed).
- i. The rates should be mentioned clearly in both figures and words for each item in the quotation. If there is any variation in figures and words, rates quoted in words will be taken in to consideration. The overwriting, cutting, erasing, if any should be indicated clearly and should be duly attested.

3. CLARIFICATIONS IN THE TENDER

- a. A prospective Bidder requiring any clarification regarding the Tender may address the Tender Inviting Authority through online up to 6 days prior to the last date. NIPHM will respond in writing to any request for clarification in the Tender.
- b. The responses to the clarifications will also be notified on NIPHM's website <http://niphm.gov.in>.
- c. **Amendments to the Tender**
 - a. NIPHM may amend the Tender Conditions up to 5 days prior to the last date for submission of online bids.
 - b. Amendment to the tender, in response to clarifications sought by prospective Bidders, is solely at the discretion of NIPHM. Such amendments will be notified on NIPHM's website and CPP Portal <https://eprocure.gov.in/eprocure/>
 - c. NIPHM, at its discretion, may or may not extend the due date and time for the submission of bids on account of amendments. Extension of time will be notified on NIPHM's website and CPP Portal <https://eprocure.gov.in/eprocure/>
 - d. All the Bidders are advised to periodically browse NIPHM website <http://niphm.gov.in> and CPP Portal <https://eprocure.gov.in/eprocure/> for any amendments or corrigenda issued in connection with this Tender. NIPHM will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidders' failure to update the bid documents based on changes announced through the website.
- I. The supplier shall not be entitled for any increase in the rates.
- II. The agency shall not transfer or assign sub-contract to any other party.
- III. **The Price should be quoted only in Indian Rupees.**
- IV. **Corrupt or Fraudulent Practices:** Bidders should observe the highest standard of ethics during the procurement and execution of such contracts.

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

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

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

4. पात्रतामानदंड/ ELIGIBILITY CRITERIA:

निविदाकारोंकोनिविदाकोकोटिंगकरनेकेलिएनिम्नलिखितपात्रतामानदंडकोपूराकरनाहोगाएवंखंड-
Iकेअनुसारअपनीपात्रताप्रमाणितकरनेकेलिएस्केनहुईदस्तावेजोंकीप्रतियांअपलोडकीजानीचाहिए।

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

Sl. No	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility
1	बोलीलगानेवालामदकाविनिर्मातायाप्राधिकृतडीलर/एजेंटहोगा। The Bidder shall be a manufacturer of the items or an Authorized Dealer/Agent	फर्म / कंपनीकापंजीकरणप्रमाणपत्रयानिर्माता / प्रिंसिपलसेडीलर / एजेंटप्राधिकरणप्रमाणपत्रकेमामलेमेंविधिवतहस्ताक्षरितऔर मुद्रित। Registration Certificate of the firm / Company or In case of Dealer/Agent authorization certificate from Manufacturer/ Principal on letter head duly signed and stamped.
2	फर्मको 30.06.2018 कोऐसीवस्तुओंकोनिपटाने / आपूर्तिकरनेमेंकमसेकम 3 कैलेंडरवर्षकाअनुभवहोनाचाहिए। The firm should have at least 3 calendar years' experience in dealing/supplying such items as on 30.06.2018.	यहदस्तावेज (कार्यआदेश) साबितकरनेकेलिएकंपनी / फर्मनेअपनेव्यापारमें 3 सालतकऐसीवस्तुओंकीआपूर्तिकीहै।बोलीदाताकोप्रत्येककैलेंडरवर्षकेलिएअलग-अलगअनुभवप्रमाणपत्रजमाकरनाचाहिए। (कार्यआदेश / स्थापनाप्रमाणपत्र)। Documents (work orders) to prove that the company / firm has supplied such items in their business for 3 years.

		The bidder should submit the experience certificate for each calendar year separately. (Work Orders/ Installation Certificates).						
3	<p>निर्माताओंकेसंबंधमेंरुपयेकासकलवार्षिककारोबाररु।पिछले तीनवित्तीयवर्षों (वित्तवर्ष 2015-16, 2016-17, 2017-18) केदौरानकमसेकमएकवर्षकेलिए 1 करोड़। In respect of manufacturers gross annual turnover of Rs. 1 croreat least for one year during last three financial years (FY 2015-16, 2016-17, 2017-18). प्राधिकृतडीलरकेसंबंधमेंविनिर्माताकेकारोबार (टर्नओवर) कोशामिलकियाजाएगा। In respect of authorized dealer, the turnover of the manufacturer will be taken into account. अन्यबोलीलगानेवालोकेसम्बन्धमेंसकलकारोबार 50लाखहोनाचाहिए , पूर्वकेतीनवर्षोंमेंकिसीभीएकवर्षमें (2015-16, 2016-17 & 2017-18) In respect of other bidders the annual gross turnover should be at least Rs. 50.00 lakhs (Rupees Fifty lakhs only) at least for one year during last three financial years (FY 2015-16, 2016-17,2017-18).</p>	<p>विधिवततौरपरहस्ताक्षरितवार्षिकलेखाकीप्रतिचार्टर्डअकाउंटेंटेंद्वाराटर्नओवरसर्टिफिकेटवित्तवर्ष 2015-16, वित्तवर्ष 2016-17औरवित्तवर्ष 2017-18केलिएसंलग्नकियाजासकताहै। Turnover Certificate by a Chartered accountant should be enclosed for FY 2015-16 ,FY 2016-17 &2017-18.</p>						
4	<p>कंपनीकाआयकरनिर्धारणकमसेकमपिछले 03 वर्षोंकीअवधिकहोनाचाहिए। The firm should be income tax assessee at least for a period of three years.</p>	<p>आयकरविवरणीकीपावतीकीप्रतियांस्वअनुप्रमाणितएवंकंपनीकापैनकार्डसंलग्नहोनाचाहिए। Self- attested copies of the acknowledgments of Income tax returns for AY 2016-17, AY 2017-18, AY 2018-19 and PAN Card of the firm should be enclosed.</p>						
5	<p>कंपनी/व्यवसायजीएसटीकेतहतपंजीकृतहोनाचाहिए The firm should be registered under GST.</p>	<p>जीएसटीपंजीकरणप्रमाणपत्रकीस्वयंअनुप्रमाणितप्रतियां Self-attested copy of the certificate of GST registration.</p>						
6	<p>विभिन्नमर्दोंकेलिएबिडरोंकीओरसेएकसेअधिकविनिर्माता होनेपरवहउनविनिर्माताओंकेलिएएकप्राधिकृतडीलर/एजेंट होनाचाहिए। In case a bidder bids on behalf of more than one Manufacturer for different items, he should be an Authorized Dealer/Agent for those manufacturers.</p>	<p>प्रत्येकविनिर्मातासेडीलरशीप/एजेंटप्रमाणपत्रहोनाचाहिए। Dealership/Agent Certificate from each manufacturer, along with authorization to participate in the tender on behalf of the manufacturer/company.</p>						
7	<p>बयानाजमाराशि Earnest Money Deposit</p>	<table border="1"> <thead> <tr> <th>Sl. No</th> <th>Item Description</th> <th>EMD Amount (In Rs.)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>UPS 20 KVA</td> <td>24,000/-</td> </tr> </tbody> </table> <p>The Demand Draft from a nationalized bank/ scheduled bank should be drawn in favour of 'NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT', payable at Hyderabad-500030 or it can be in the form of BankerCheque form any of the Nationalized bank/Scheduled bank in an acceptable form.</p>	Sl. No	Item Description	EMD Amount (In Rs.)	1.	UPS 20 KVA	24,000/-
Sl. No	Item Description	EMD Amount (In Rs.)						
1.	UPS 20 KVA	24,000/-						

5. SCOPE OF THE WORK, TERMS OF SUPPLY AND PRICE BID VALIDITY:

- a. To supply quality products which substantially match the specifications laid down by NIPHM. **The specifications of items offered shall be mentioned in the comparative statement vide Annexure – II.**
- b. The Bidder should provide Warranty for a minimum **period of 3 (Three years as per the per the technical specifications mentioned at annexure II)** for products quoted. For defects noticed during the Warranty period, replacement/rectification should be arranged **free of cost within a month.**
- c. The items to be supplied should be of standard quality.
- d. Director General, NIPHM reserves the right to reject any or all the quotations received without assigning any reason whatsoever.
- e. **Terms of Supply:** The firm should supply the items **within 30 days** from the date of purchase order.
- f. **Price Bid Validity: Bids shall remain valid for 180 days from the date of opening of Price bid.** However, the purchaser reserves the right to seek consent for an extension of the period of validity.
- g. **Rates and Prices** Bidders should quote the rates in the format given in Price Bid - Annexure – III. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over writings are permissible. Price quoted shall be firm and final.

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

7. The employees of the NIPHM and their near relatives *i.e. (i) spouse of the individual; (ii) brother or sister of the individual; (iii) brother or sister of the spouse of the individual; (iv) brother or sister of either of the parents of the individual; (v) any lineal ascendant or descendant of the individual; (vi) any lineal ascendant or descendant of the spouse of the individual; (vii) spouse of the person referred to in above (ii) to (vi);]* are not entitled to participate in this tender. If it is noticed at a later date that this condition is violated, the agreement in consequence of this tender is liable to be cancelled forthwith apart from legal action.

8. SIGNING OF BIDS

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

- i) A “Sole proprietor” of the concern or constituted attorney of such sole proprietor;*
 - ii) A partner of the firm, if it is a partnership firm in which case he must have authority to execute on behalf of the firm.*
 - iii) Director or a Principal Officer duly authorized by the Board of Directors of the Company, if it is a Company.*
- a. The bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. **Bidders are requested to sign each and every page of the tender document including Annexure(s) attached thereto.**

- b. Any alterations, erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorised to sign the bid. Tender documents should be free from over writing.

9. ACCEPTANCE OF TENDER / CONDITIONS OF THE CONTRACT

- a. The final acceptance of the Tender is entirely vested with NIPHM which reserves the right to accept or reject any or all of the Tenders in full or in part.
- b. After acceptance of the Tender by NIPHM, the Bidder shall have no right to withdraw his Tender and **Prices payable to the Supplier as stated in the Contract shall be final and are not subject to any adjustment during performance of the Contract.**
- c. If a Tenderer withdraws the tender after the closing date specified in the tender (or) in the case of the Successful Tenderer failing to supply the items as per specification mentioned in the purchase order or does not accept the purchase order for any reason, whatsoever, penalty of 10% of value of order shall be imposed/levied as liquidated damages, apart from forfeiture of EMD/Performance Security.

10. Liquidated Damages

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.

11. Termination for Default

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; 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.

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

12. Force Majeure

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

13. REJECTION OF TENDER:

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

14. PAYMENT OF PERFORMANCE SECURITY (PS):

- a. The Successful firm(s) shall require to deposit 10% of the order value as Security deposit/Performance Security either by means of demand draft or irrevocable Bank Guarantee obtained from any nationalized/Scheduled banks in favour of National Institute of Plant Health Management (NIPHM), Hyderabad which should be valid beyond 60 days from the date of completion of all contractual obligations of the supplier including warranty obligation. The security deposit will be released/discharged after 60 days of completion all contractual obligations of the supplier including warranty obligation.

15. EMD Amount and Mode of Submission:

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

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

EMD details:

Sl. No	Item Description	EMD Amount (In Rs.)
1.	UPS 20 KVA	Rs. 24,000/-
Total		Rs. 24,000/-

16. INDEMNITY:

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

17. CONFIDENTIALITY:

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

18. Inspection and Testing:

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

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

19. TERMS OF PAYMENT:

Payment will be released within 15 days after supply, Installation, Commissioning and acceptance by the officer of NIPHM to that effect and submission of Performance security of 10% of order value.

The Supplier/firm should submit the invoice in triplicate. The invoice should contain the GST registration number and there should not be any overwriting/cuttings/corrections. An advance stamped receipt should be enclosed along with invoice.

20. The Rules of procedure for arbitrations proceedings shall be as:

1. (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.

21. Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree

22. If the two bidders are evaluated as L1(L1 bidder) on quoting same price, the bidder with high turnover for FY 2017-18 will be awarded the contract/Purchase order.

23. Customs clearance from Port: It is the sole responsibility of the bidder to clear the customs clearance shipment from the port and supply to NIPHM. The bidder is solely responsible for supply and installing the equipment's at NIPHM and all the costs towards customs clearance, customs duty etc. should be borne by the bidder. NIPHM shall not be responsible for clearance of any shipment /equipment from port.

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1. BIDDER'S PROFILE- PART-A:

Supply of UPS 20 KVA :

1	Profile a) Name b) Regd. Address c) Address for correspondence d) <u>Contact Person's</u> i) Name & Designation ii) Address iii) Tel. No. Landline & mobile iv) Email ID	
2	Type of Firm	Sole Proprietor / Private Ltd. / Partnership / Co-operative / Public Co. (Pl. tick and enclose copy of Memorandum/Articles of Association/ Certificates of Incorporation)
3	Please mention PAN/GIR NO. & date & year of Registration. (please enclose photocopy)	
4	GST registration No. (please enclose photocopy)	
5	The annual gross turnover during last three years. (Please enclose copies of ITR/Audited balance sheet and P&L account etc.)	
6	Technical specifications supported by printed literature of the manufacturer, giving all the details of conformity and non conformity if any. Additional features if any with support. *	
7	The firm should be income tax assessee at least for a period of three years (Income Tax returns to be enclosed).	
8	Experience as on 30.06.2018.	

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

Signature of authorised signatory

Name : _____

Designation _____

Seal :

2. तकनीकीविनिर्देशन | Technical specifications:

S.No	Name of the equipment	Specifications	Qty
1.	UPS -20 KVA	<p>20 KVA UPS to supply constant power to laboratory equipment.</p> <ul style="list-style-type: none"> • Intelligent / Smart Online UPS System with sine wave output to constantly give fluctuation free output. • Output power : 20 Watts • Wave Form : Sine wave • SMF batteries, 65 AH • 2 hr. back up with full load • With all other necessary accessories and other materials such as input and output boards and MCBs for successful installation and operation of the instruments. <p>Warranty : 3 years for UPS and batteries Supplier should have service centre in Hyderabad</p>	1 No

3. **कीमतबोली/ PRICE BID – PART-B****Name of the item:** UPS -20 KVA(As per specifications mentioned at Annexure-II)

Sr. No.	Name of the item	Quantity	Unit Price Rs.	GST	Unit Rate (Incl. GST)	Total Amount for required quantity (Incl. GST)
1.	UPS -20 KVA	01				

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

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

प्राधिकृतपदाधिकारीकाहस्ताक्षर
Signature of authorised official
(मोहरएवंस्टांपसहित/
With seal and stamp)

नाम/ Name:
पदनाम/ Designation:

i. प्राधिकारपत्रहेतुप्रपत्र/FORMAT FOR AUTHORISATION LETTER

सेवामें/To,
 रजिस्ट्रार/ The Registrar,
 राष्ट्रीयवनस्पतिस्वास्थ्यप्रबंधनसंस्थान
 National Institute of Plant Health Management,
 राजेन्द्रनगर/ Rajendranagar,
हैदराबाद/Hyderabad-500 030.
 तेलंगान/Telangana,

महोदय/महोदया
 Sir/Madam,

हमएतद्वारा _____ कोबोली(बिड)
 प्रस्तुतकरनेएवंभागलेनेहेतुतथाप्रस्तुतकिएगएसंविदासंदर्भ _____
 परहस्ताक्षरकरनेकेलिएप्राधिकृतकरतेहैं। इससंबंधमेंउनकेद्वारालियागयाकोईभीनिर्णयहमेंस्वीकृतहै।

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

(प्रतिनिधिकेतौरपरएवंकंपनीकीओरसेहस्ताक्षर)
 (Signature for and on behalf of the Company)

स्थान/Place:

दिनांक/Date :

ii. **FORMAT FOR UNDER TAKING**

UNDERTAKING

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

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

- b. मैं/हम यही वचन देता हूँ/ देते हैं कि मैंने/हमने “दिनांक----- के निविदाके संलग्नक-II में उल्लिखित आपूर्ति करने संबंधी मानदण्डों एवं तकनीकी विनिर्देशन विशिष्टि” को समझ लिया है एवं “आपूर्ति संबंधी मानदण्डों एवं विनिर्देशन विशिष्टि” के अनुसार आपूर्ति करूंगा/करेंगे”।

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

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

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

- d. मैं/हम आगे यही वचन देता हूँ / देते हैं कि हम बंदरगाह / सीमा शुल्क शेषिपमेंट की निकासी करने और एनआईपीएचएम को आपूर्ति करने की पूरी जिम्मेदारी लेता हूँ / लेते हैं। आगे मैं / हम एनआईपीएचएम में उपकरणों की आपूर्ति और स्थापित करने के लिए पूरी तरह उत्तरदायी हैं और सीमा शुल्क निकासी, परिवहन इत्यादिकी सभी लागतें हमारे द्वारा वहन किया जाएगा।

I/We undertake to clear the shipment from port/ customs and supply to NIPHM. Further I/We are solely responsible for supply and installing the equipment's at NIPHM and all the costs towards customs clearance, customs duty, transport etc.

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

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

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

REGISTRATION :

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

SEARCHING FOR TENDER DOCUMENTS:

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

PREPARATION OF BIDS :

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

SUBMISSION OF BIDS :

- 1) Bidder should log into the e-procure website well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable **and** enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details(such as name of the bidder). No other cells should be changed. Once the Details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of

bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

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

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

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

ASSISTANCE TO BIDDERS

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

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