



राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान
National Institute of Plant Health Management
कृषि एवं सहकारिता विभाग, कृषि एवं किसान कल्याण मंत्रालय, भारत सरकार
Department of Agriculture & Cooperation



Ministry of Agriculture & Farmers Welfare, Government of India

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Rajendra Nagar,

Hyderabad – 500 030

<http://niphm.gov.in>

No: NIPHM/16/PMD/LC-MS/MS/2019/10

Date:27.08.2019

International Competitive Bidding Document

e-TENDER DOCUMENT

For

**Procurement of Liquid Chromatography (Ultra High
Performance Liquid Chromatography) with Tandem Mass
Spectrometer with Triple Quadrupole System
(LC-MS/MS)**

राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान
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 Department of Agriculture & Cooperation
 Ministry of Agriculture & Farmers Welfare, Government of India

Procurement of Liquid Chromatography (UPLC) with Tandem Mass Spectrometer with Triple Quadrupole System

Name of Purchaser	NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT, Rajendranagar, Hyderabad.
Published Date	27-08-2019, 15.00 hrs
Bid Document Download	27-08-2019, 15.00 hrs
Query Receipt Start Time & Date	27-08-2019, 15.00 hrs
Query Receipt End Time & Date	05-09-2019, 09.00 hrs
Pre-Bid Meeting	05-09-2019, 10.00 hrs
Bid Submission Start Date	09-09-2019, 15.00 hrs
Last Date for bid submission	09-10-2019, 16.00 hrs
Technical Bid Opening Date& Time	10-10-2019, 16.00 hrs
PLACE OF OPENING OF BIDS: (on-line)	NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT, Rajendranagar, Hyderabad.
ADDRESS FOR COMMUNICATION:	NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT, Rajendranagar, Hyderabad.

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SECTION I: INVITATION FOR BIDS (IFB)

SECTION – I: INVITATION FOR BIDS (IFB)
International Competitive Bidding
IFB No: No: NIPHM/16/PMD/LC-MS/MS/2019/10

National Institute of Plant Health Management (NIPHM) an autonomous body under the Department of Agriculture, Co-operation and Farmers Welfare, Ministry of Agriculture, Co-operation and Farmers Welfare, Government of India invites bids through e-Tendering System under the single stage: two bid system in separate envelopes (i.e. Technical Bid and Commercial Bid) from eligible bidders for the supply of the following equipment.

Sch No	Item Description	Qty. (in Nos.)	Bid security (in INR)	Bid security (in USD)
1	Liquid Chromatography (UPLC) with Tandem Mass Spectrometer with Triple Quadrupole System	01	4,40,000.00	-

2. Bidding will be conducted through the International competitive bidding procedures as per the requirements, under GFR 2017 of Ministry of Finance, GOI, as applicable.

3. Interested Bidders may obtain further information from the office of NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT at the address given below from 10:00 to 16:00 hrs. (IST) on all working days: -

The Registrar, National Institute of Plant Health Management (NIPHM)

Dept. of Agriculture Cooperation, and farmers welfare, Ministry of Agriculture and Farmer's Welfare, Government of India, Rajendranagar, Hyderabad – 500 030, (Telangana), INDIA

Ph: + 91 40 24013346, 24011633

Tele Fax: +91 40 24015346

Web : <http://niphm.gov.in>

E-mail: niphm@nic.in

4. Detailed tender document may be downloaded from Central Public Procurement (CPP) portal (<https://etenders.gov.in/eprocure/app>) prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. To participate in the E-Bid submission for National Institute of Plant Health Management, it is mandatory for the bidders to get their firms registered with E-Procurement Portal <https://etenders.gov.in/eprocure/app>, using a valid Digital Signature Certificate (DSC) and valid email address. The bidders will be required to submit their bids online on the e-Procurement Module. After downloading / getting the tender document / schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer.

5. Dead line for submission of bid: 16.00 hrs (IST) on **09.10.2019** All bids must be accompanied with a scanned copy of bid security (Either in PDF or zip format), as mentioned in the table in paragraph 1 against each schedule in fixed amount as specified in Section –IV: Schedule of Requirement. In case bidder has any problem in uploading the scanned copies of instruments for payment of Bid Security, he/she must submit the copy of original Bid Security at National Institute of Plant Health Management Office address before opening of bid. The Bid Security shall be deposited in “ORIGINAL” in a sealed envelope within a week from the date of opening to the address given in paragraph 3 above.

6. The bids are required to be uploaded in two separate parts i.e. Technical bid & commercial bid. The Technical bids will be opened at 16.00 hrs (IST) On **10.10.2019** in the presence of bidders or their representatives who choose to attend on the specified date and time at the office of the NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT at the address given in the paragraph 3 above. The commercial bids of bidders whose Technical bids get qualified would be opened at a later date.

7. The interested bidder or his official representative is invited to attend a pre-bid meeting to be held at **10:00 hrs. on 05.09.2019** At the address given in paragraph 3 above. Please note that nonattendance at the pre-bid conference will not be the cause of disqualification of the bidders.

8. The bidders may visit National Institute of Plant Health Management website: <http://niphm.gov.in> and www.eprocure.gov.in for more information and/ or download the bid document.

Sd/-
Registrar

Section II. Instructions to Bidders (ITB)

SECTION II. INSTRUCTIONS TO BIDDERS
TABLE OF CLAUSES

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SECTION II. INSTRUCTIONS TO BIDDERS

A. Introduction

1. General

- 1.1 National Institute of Plant Health Management (NIPHM) an autonomous body under the Department of Agriculture, Co-operation and Farmers Welfare, Ministry of Agriculture, Co-operation and Farmers Welfare, Government of India invites bids through e-Tendering System under the single stage: two bid system in separate envelopes (i.e. Technical Bid and Commercial Bid) from eligible bidders for the supply of the following equipment.

Sch No	Item Description	Qty. (In Nos.)
1	Liquid Chromatography (UPLC) with Tandem Mass Spectrometer with Triple Quadrupole System (LC-MS/MS)	01 No

2. Fraud and Corruption

- 2.1 It is the Government of India policy that Bidders/Suppliers/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Purchaser: (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a commercial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing, the contract.
- 2.2 After the Public Opening of bids, information related 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.

3. Documents Establishing Bidder's Eligibility and Qualifications.

3.1 Except as provided in ITB Sub-Clauses 3.2 this bidding process is **open to all eligible bidders. Non manufacturer bidders** will have to submit Manufacturer's Authorization, format as per Section VI.

3.2 A firm declared ineligible by the Purchaser in accordance with ITB Sub-Clause 2.1(b) shall be ineligible to bid for the contract during the period of time determined by the Purchaser.

3.3 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations.

3.4 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
- (b) A firm shall submit only one bid in the same schedule, either individually or through an authorized agent. No firm can be a subcontractor while submitting a bid individually in the same schedule. A Subcontractor in any bid may participate in more than one bids in a schedule, but only in that capacity. A firm that submits a bid individually or as a joint venture partner, and also participates in any capacity in another bid in a schedule, will cause all the bids in which the firm has participated in that schedule to be disqualified.

3.5 The documentary evidence of the Bidder's qualifications to perform the Contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that:

- (a) In the case of a Bidder offering to supply goods under the contract which the Bidder does not manufacture or otherwise produce, the Bidder has been duly authorized as per the authorization form in Section VI by the goods' manufacturer or producer to supply the goods in the Purchaser's country.
- (b) The Bidder has the commercial, technical, and production capability necessary to perform the Contract
- (c) 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) The bidder meets the qualification criteria as per ITB clause 5.
- (e) Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- (f) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product

4. 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 the documentary evidence as specified in Section-V, Technical Specification.
- (b) The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section-V, Technical Specification.
- (c) The list of recommended spare parts & special tools for operation of equipment giving full particulars, available sources, frequency of replacement etc., necessary for the proper and continuing functioning of the goods during warranty/ guarantee period.
- (d) 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 the Section-V, Technical Specification.
- (e) A compliance matrix with various clauses in the Bid and to the Technical Specification be provided as provided in Annexure 'A'

5. Qualification of the bidder

The qualification criteria and the supporting document/information to be submitted along with the bid are detailed below:

5.1 Manufacturer Bidders

5.1.1 Commercial Capability

The Bidder shall furnish documentary evidence that it meets the following commercial requirement(s): The bidders who are manufacturers should have generated minimum annual sales turnover value of Rs 20 Crores, in any one of the last three financial years to qualify for each schedule.

Note: -If the bidder quotes for more than one schedule, the above criteria shall be cumulative.

The bidder shall submit reports on his commercial standing such as profit and loss statements, balance sheets and auditor's report, banker's certificate, etc., duly certified by a CA or Statutory Auditor of the Company for the **last three financial years** from the date of opening of bid.

5.1.2 Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

(i) The bidder must have supplied and provided after-sales services satisfactorily of similar equipment for at least of the quantity indicated below during the last five calendar years, viz. 2014-2018 and the goods should have been in successful operation for at least two years as on date of bid opening.

Schedule No	No of Machine
1	3

(ii) The bidder should furnish the information on past supplies and satisfactory performance along with documentary evidence (**Client's certificate**) in support of the successful operation of the goods as specified in para (i) above.

(iii) The legal status, place of registration and principal place of business of the company or firm or Partnership, etc.;

(iv) 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 Goods within the specified time of completion after meeting all their current commitments.

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

(vi) Service centres/ facilities should be available in the purchaser's country. The bidder should furnish a list of service centres along with complete addresses and contact numbers.

(vii) In 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 the Purchaser's country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

5.2 Non- Manufacturer Bidders

In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, the Bidder should be duly authorized by the manufacturer **who** meets the criteria under para 5.1 (all supporting documents / information as asked above for manufacturer shall be submitted with the bid) and:

- (a) The manufacturer furnishes a legally enforceable authorization in the prescribed Form in Section VI assuring full guarantee / warranty obligations as per GCC for the goods offered. **Authorization obtained from dealers/distributor is not acceptable and such bid will be considered non-responsive.** However, the manufacturers authorization will be submitted only for the main equipment excluding accessories like PC, Printer, UPS, Batteries, Gas Generator etc.

- (b) The bidder, as authorized by the manufacturer, has supplied and provided after-sales services satisfactorily of similar equipment for **at least 25%** of the quantity indicated against the schedule under “Section – IV: Schedule of Requirements” **in the last five calendar years**, viz. 2014-2018 and the goods should have been in successful operation for at least **two years** as on date of opening. (Note: The above 25% quantity can be a sub-set of the manufacturers’ 50% quantity, provided the bidder can substantiate his claim by providing the relevant documents like machine ID number, service/agency agreements, installation / AMC documents etc with his bid.)
- (c) The bidder will also submit the reports on his commercial standing such as profit and loss statements, balance sheets and auditors report duly certified by a CA or Statutory Auditor of the Company for the **last three financial years** as on date of opening of the bid.
- (d) Service centres should be available in the purchaser’s country. The bidder should furnish a list of service centres along with complete addresses and contact numbers.
- (e) The bidder should furnish the information on past supplies and satisfactory performance in the Performa given under Section-VI along with documentary evidence (**Client's certificate**) in support of the satisfactory operation of the goods as specified above.

NOTE- An agent submitting a bid in its own name will be treated as a non-manufacturer bidder.

5.3 For both, Manufacturer and Non-manufacturer bidder

Additional Qualification requirements:

- (a) Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder’s capabilities and capacity to execute the contract satisfactorily before deciding on award.
- (b) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or commercial failures etc.
- (c) The bidder and the manufacturer whose product are offered by the bidder shall disclose instances of previous past performance of his and the manufacturer whose product is offered by the bidder, that may have resulted into adverse action, by any Office of Central Govt. which is still effective on the date of opening of bid. Such debarment / blacklisting which is still effective on the date of opening of bid will make the bidder ineligible to participate in this bidding process. If no debarment / blacklisting has been done against the Bidder, the bidder must provide an undertaking that the bidder and the manufacturer whose product is offered by the bidder is not debarred / blacklisted by any office of the Central Govt. which is still effective on the date of opening of bid. The bidder will also disclose immediately any such debarment/blacklisting which takes place after opening of bid and before issue of NOA, to the purchaser.
- (d) The bidder shall provide an undertaking that:

- (i) The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.
- (ii) The firm does not employ a government servant, who has been dismissed or removed on account of corruption.
- (e) The bidder shall submit copies of original documents defining the constitution or legal status, place of registration, and principal place of business; and a **written power of attorney** authorising the signatory of the Bid to commit the Bidder;
- (f) The bidder shall submit a Declaration for Agreement with all terms and conditions of the bid document. In case of any deviations, the details of the same should be furnished. Please refer clause 26 of ITB.

5.4 Additional Documents/Information to be submitted (not part of Qualification Requirements):

- (a) The bidder must complete the check list attached in Section VI and submit it along with the Bid. It is essential that Bidders review carefully this Checklist and ensure that their Bid is complete and includes all required information.
- (b) The bidder should serially number all the documents of his bid, provide a summary table & sign / initial all the pages.
- (c) Details of two persons that Purchaser may contact for requests for clarification during bid evaluation:

Name		
Telephone No (direct)		
Email address		

- (d) The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids. For Banks from outside India the details of the correspondent Bank in India.
- (e) Bidder should furnish Authority to the Purchaser to seek references from the Bidder's bankers.

6. Cost of Bidding

- 6.1 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.

B. The Bidding Documents

7. Content of Bidding Documents

7.1 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) Section – II - Instruction to Bidders;
- (b) Section – III - General Conditions of Contract;
- (c) Section – IV - Schedule of Requirements;
- (d) Section – V - Technical Specifications;
- (e) Section – VI - Sample forms (including Contract Agreement)

7.2 The Bidder is expected to examine all instructions, forms, terms, Qualification requirements, 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.

8. Clarification of Bidding Documents

8.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing by email. For the purpose of seeking clarifications, the Purchaser's address will be as below: -

The Registrar, National Institute of Plant Health Management (NIPHM)
Dept. of Agriculture Cooperation, and farmers welfare, Ministry of Agriculture and
Farmer's Welfare, Government of India, Rajendranagar, Hyderabad - 500 030,
(Telangana), INDIA
Ph: + 91 40 24013346, 24011633
Tele Fax: +91 40 24015346
Web : <http://niphm.gov.in>
E-mail: niphm@nic.in

Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (ten) days prior to the deadline for submission of bids. Details of such questions raised and clarifications furnished will be uploaded in *National Institute of Plant Health Management* website without identifying the names of the Bidders who had raised the questions. Any modification of the Bid Document arising out of such clarifications will also be uploaded on *National Institute of Plant Health Management* website.

8.2 Pre-bid meeting

- 8.2.1 Interested bidders or his official representative are invited to attend a pre-bid meeting, scheduled **at 10.00 hrs on 05.09.2019** at the address specified in ITB Clause 8.1.
- 8.2.2 The purpose of meeting will be to clarify issues and to answer questions on any matter relating to this tender that may be raised at that stage.
- 8.2.3 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

9. Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.
- 9.2 Addendum/corrigendum, if any, will be hosted on website/ e –procurement portal and shall become a part of the Bid Document. All Bidders are advised to see the website for addendum /corrigendum to the Bid Document which may be uploaded **at any time** prior to the deadline for submission of tender as finally stipulated.
- 9.3 In order to afford prospective Bidders reasonable time [in which] to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

10. Accessing of Bid Documents

10.1 To participate in the E-Bid submission for National Institute of Plant Health Management, it is mandatory for the bidders to get their firms registered with E-Procurement Portal <https://etenders.gov.in/eprocure/app>

10.2 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.

10.3 REGISTRATION

- a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) 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.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e) 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.
- f) Bidder can log in to the site through the secured log-in by entering their user ID/ Password and the password of the DSC/e-Token.

10.4 SEARCHING FOR TENDER DOCUMENTS

- a) 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.
- b) 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.
- c) 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.

10.5 ASSISTANCE TO BIDDERS

- a) 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 Help Desk Number 01204200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: support- eproc@nic.in
- b) Bidders information useful for submitting online bids on the CPP Portal may be obtained at: [https://etenders.gov.in/eprocure/app?page=BiddersManualKit& service page](https://etenders.gov.in/eprocure/app?page=BiddersManualKit&servicepage)
- c) It is mandatory for all bidders to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed Cas from the link <https://www.cca.gov.in>
- d) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.
- e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 14 are different, even then all the terms and conditions of the tender document will be binding upon the bidder.

C. Preparation of Bids

11. Language of Bid

11.1 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 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.

12. Documents Constituting the Bid

The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Proposal and the other the Commercial Proposal. Initially, only the Technical Proposals are opened at the date and time specified in ITB Sub-Clause 20.1. The Commercial Proposals remain unopened. The Technical Proposals are evaluated by the Purchaser. Bids with Technical Proposals which do not conform to the specified requirements will be rejected as deficient Bids.

Commercial Proposals of technically compliant Bids are opened in public at a date and time advised by the Purchaser. The Commercial Proposals are evaluated and the Contract is awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid.

The Technical Proposal shall contain the following:

- (a) Duly filled Technical Proposal Submission Sheet, in accordance with the forms indicated in Section VI; "Integrity Pact" in accordance with ITB Clause 39.
- (b) Bid security in accordance with the provisions of ITB Clause 18 (Bid Security);
- (c) Written power of attorney authorizing the signatory of the bid to commit the Bidder.
- (d) Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 3, 4 & 5 that the Bidder/Manufacturer is qualified to perform the Contract if its bid is accepted.
- (e) Manufacturer's Authorization Form as per pro forma in Section –VI.

Please note that an Authorization obtained from dealers/distributor is not acceptable and such bid will be considered as non-responsive.

- (f) Certification of incorporation of the bidder and manufacturer.
- (g) The list of recommended spare parts & special tools for operation of equipment giving full particulars, available sources, frequency of replacement etc., necessary for the proper and continuing functioning of the goods during warranty/guarantee period.
- (h) The following details shall be provided by all Indian Bidders:
 - (i) Name, address, PAN and Income Tax details (ward/circle where they are being assessed) of the directors of the bidding company.
 - (ii) Company's PAN and Income Tax details and ward/circle where they are being assessed.
 - (iii) Bidder's GST registration Number.

The Commercial Proposal shall contain the following:

- (a) Price Proposal submission sheet and the applicable Price Schedules, in accordance with ITB clause 14.

The Bidder shall submit the Technical Proposal and the Commercial Proposal using the appropriate Submission Sheets furnished in Section VI-Bid Forms, Commercial Schedules and other Formats. 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.

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

13. Bid Form

The Bidder shall complete the Bid Form and the appropriate Price Schedule provided in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, and unit prices in the Commercial schedule. (All details of the price components like taxes, duties etc. may also be indicated).

14. Bid Prices

14.1 The bidder shall quote his prices on **DDP Consignee Destination** basis to all consignees inclusive of cost of freight, insurance, incidental services, custom duty, warranty, spares, taxes etc., required for the **period of 8 years**.

14.2 Prices shall be entered separately in the following manner:

(a) **For goods offered from within the Purchasers country** (in Price Schedule for Domestic Goods) (Form 3 of Section-VI): -

- (i) The price of the goods quoted EXW [ex-factory, ex-showroom, ex-warehouse or off-the-shelf or delivered as applicable];
- (ii) Charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination, as specified in the Schedule of Requirements (Section-IV) & the price of other (incidental) services; listed in the General Conditions of the Contract Clause 13;
- (iii) Goods and Service Tax.
- (iv) If the bidder/Indian agent is supplying indigenous items, same should be quoted in this schedule.

(b) **For Goods manufactured outside the Purchaser's Country**, (to be imported or already imported) (Form 4 of Section VI-):

- (i) The price of the Goods, quoted DDP Consignee Destination, in the Purchaser's Country;
- (ii) In addition to the DDP-Consignee Destination prices specified in (b) (i), the price of the Goods to be imported should also be quoted FOB (named port of shipment) & CIP final destination.
- (iii) Custom Duty.
- (iv) Indian Agent commission

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.

The contract will be placed on CIP Final destination. In case Custom Duty Exemption certificate is not provided the duty will be reimbursed on actual on submission of documentary evidence, subject to maximum mentioned in the price schedule submitted. Evaluation will be done on DDP Consignee Destination Price, but order will be placed on CIP

final Destination Price. However custom clearance & delivery up to consignee destination shall be the responsibility of the supplier.

(v) Customs Duty:

The Purchaser may be eligible for concessional Custom Duty/ Exemption as applicable for Educational Research Institute, Govt. of India. Custom Duty Exemption Certificate, Declaration Forms for Custom Clearance, Authority Letters for Custom Clearance, Project Authority Certificate, etc. would be provided by the Purchaser.

However, bidders subject to payment of Customs Duty should submit their offers considering that Customs Duty will be liveable. If concessional Customs Duty or exemption of Customs Duty is applicable to the Purchaser, then the Contract will be issued accordingly, and relevant exemption certificate(s) will be provided.

Where the bidder has quoted taking into account such benefits, he must give all information required for issue of such certificates in terms of the extant policy of Government of India.

However, Bidders may like to ascertain the availability of the same for which they are solely responsible for obtaining such benefits. In case of failure to receive such benefits for any reason whatsoever; the purchaser will not compensate to the bidder.

Any variation in custom duty of the finished goods during the currency of the contract will be reimbursed to the bidder/refunded by the bidder. However, no upward variation will be reimbursed to the bidder after the expiry of the original delivery period.

15. Clarification on Duties & Taxes

15.1 GST (Goods & Service tax)

- (i) The price quoted should be-EXW or CIP (port of landing in case of imports) exclusive of GST on the goods and the rate of GST and quantum of GST should be shown separately & distinctly. In the absence of any such stipulation it will be presumed that the price includes GST and no claim for the same will be entertained. In case of stipulation like GST extra as applicable, the quoted prices will be loaded with the maximum quantum of GST which is normally applicable on the item in question for the purpose of comparing the prices with other bidders
- (ii) Any change in GST upward/downward as a result of any statutory variation on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of GST paid by the supplier. Similarly, in case of downward revision in GST, the actual quantum of reduction in GST shall be reimbursed to the Purchaser by the Supplier. All such adjustments shall include all relief's, exemptions, rebates, concessions etc., if any obtained by the supplier. However, no upward variation will be reimbursed to the bidder after the expiry of the original delivery period.

- (iii) The purchaser shall not be liable for any claim on account of fresh imposition and/ or increase of taxes on raw materials and/or components used directly in the manufacture of the contracted Goods taking place during the pendency of the contract.
- (iv) The bidder should indicate their GST registration number in their offer.

15.2 OTHER TAXES

Since GST has subsumed all the indirect tax levies with itself, it is being made clear that nothing would be paid extra beside GST & applicable Custom Duty.

- 15.3 The terms EXW, FOB, CIF, CIP, DDP, etc., shall be governed by the rules prescribed in the edition of Incoterms 2010 version published by the International Chamber of Commerce.
- 15.4 The Bidder' s separation of price components in accordance with ITB Clause 14 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.
- 15.5 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.

16. Bid Currencies

- 16.1 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 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, or in Indian Rupees.
- 16.2 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 remuneration for the agent included in the offer.
 - (c) The agency commission shall be indicated in the price schedule and will be paid to the bidder's agent in India in Indian Rupees (using the Bill Selling rate notified by the SBI Bank in the Purchaser Country's on the date of opening of bid and shall not the subject to exchange rate variation).

Note: Clause ITB 40 (Agents and Service Facilities in India) may also be seen.

17. Period of Validity of Bids

- 17.1 Bids shall remain valid for a period of **180 days after** the last date of Bid submission prescribed by the Purchaser, pursuant to ITB Clause 20 i.e. **up to 07.04.2020**. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 17.2 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. The bid security provided under ITB Clause 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. However, a Bidder agreeing to the request will not be required nor permitted to modify his bid.

18. Bid Security

- 18.1 The Bidder shall furnish, as part of its bid, a scanned copy of bid security (Either in PDF or zip format) against each schedule in fixed amount as specified in Section –IV: Schedule of Requirement. The Bid Security shall be deposited in “ORIGINAL” in a sealed envelope within a week from the date of opening to:

The Registrar,

National Institute of Plant Health Management (NIPHM)

Dept. of Agriculture Cooperation, and farmers welfare,

Ministry of Agriculture and Farmer's Welfare, Government of India,

Rajendranagar, Hyderabad – 500 030, (Telangana), INDIA

The envelope containing the original Bid Security should bear tender details (Name of bidder, tender no., tender name etc.).

If the bidder is submitting bid for more than one schedule, the amount of the bid security shall be the sum of bid securities required for the respective schedules. The bidder has the option to submit individual bid security instrument for different schedules, OR a single bid security instrument for all the quoted schedules.

If the amount of bid security furnished is less than the amount required for all schedules quoted by the bidder, then the Bid security will be considered valid only for the quoted schedules (in serial order of the Schedule of Requirement) where the amount of bid security is adequate. The later schedule(s) for which Bid security falls short, will be treated as non-responsive.

In case the bidder fails to submit original bid security within a week of bid opening, the bids would be treated as unresponsive, **the bid shall be rejected and the bidder shall be debarred from tendering in National Institute of Plant Health Management for a period of 02 (two) years, unless the lapse is condoned by the Accepting Authority at the request of the bidder for valid reasons.**

18.2 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 18.8

18.3 The bid security shall be denominated in **US dollars or Indian Rupees** and shall:

- (a) at the bidder's option, be in the form of either a certified cheque, Bankers 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. The Bank Guarantee issued by the foreign Banks must be confirmed by a scheduled Commercial Indian Bank or a foreign Bank operating in India, approved by Reserve Bank of India, acceptable to the Purchaser;
- (b) be substantially in accordance with the form of bid security (Bank Guarantee) included in Section VI 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 18.8 are invoked;
- (d) be uploaded as scanned copy of the instrument(s) for payment of Bid Security in an acceptable form. In case bidder has any problem in uploading the scanned copies of Instruments for payment of Bid Security, he/she must submit the copy of original Bid Security at National Institute of Plant Health Management Office address given in Para 18.1, before opening of the bid.
- (e) remain valid for a period of 45 days beyond the original validity period of bids i.e. **up to 22.05.2020** or beyond any period of extension subsequently requested under ITB Clause 18.3.

18.4 Any bid not secured in accordance with ITB Clause 18.1 and 18.3 above shall be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 26.

18.5 The bid securities of unsuccessful Bidders will be returned as promptly as possible.

18.6 The bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.

18.7 Interest will not be payable on the amount of the Bid Security.

18.8 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
 - (ii) does not accept the correction of errors pursuant to ITB Clause 27; or
- (b) in case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract in accordance with ITB Clause 36; or
 - (ii) to furnish performance security in accordance with ITB Clause 37.

- 18.9 The bidders who are **Micro and Small Enterprises** participating in the tender shall enclose with their Bid a copy of Udyog Aadhar Memorandum along with their valid registration certificate with District Industries Centres or NSIC or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE. Such bidders will be exempted from submission of Bid Security.

D. Submission of Bids

19. Preparation and Submission of Bids

19.1 PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Bidder is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder may 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.
- c) Bidder, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) 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” or “Other Important Documents” 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.

19.2 SUBMISSION OF BIDS

- a. Bid can be submitted only during validity of registration of bidder with E-Procurement Portal (CPP Portal).
- b. Bidder should log into the site well in advance for bid submission so that they can 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.
- c. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d. Bidder has to select the payment option as “offline” to pay the cost of tender document and EDG as applicable and enter details of the instruments.
- e. Bidder should prepare the commercial instruments of the Cost of Tender Documents and EDG as per the instructions specified in Clause 19 hereinafter. The original should be posted/couriered/given in person to the concerned official, so as to reach him within a week from the date of opening. 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. If the date of issue of DD/any other accepted instrument, physically sent, is on or before the bid submission end date, the same shall also be accepted even if the details are different from the scanned copy uploaded along with the bid. Otherwise the uploaded bid will be rejected.

- f. Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective commercial 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.
- g. The server 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.
- h. 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- i. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j. Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid ID to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details.
- k. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.

Note: -

- (a) Bidders must ensure that all the pages of the documents must be signed & stamped by authorised signatory and serially numbered.
- (b) The bid should be submitted online in the prescribed format. No other mode of submission is accepted.
- (c) Bid shall be digitally signed by the Authorized Signatory of the bidder and submitted "ONLINE". No hard copy of the documents (except those specifically asked for in the Bid Document) are required to be submitted.
- (d) The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms

& Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder.

- (e) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/ bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements.
- (f) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). National Institute of Plant Health Management will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour.
- (g) The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. National Institute of Plant Health Management will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender.

(f) Bid Security

During bid submission the bidder has to select the payment option as **offline** to pay the cost of BID SECURITY and enter details of the instruments. In case of exemption from payment of cost of Bid Security, the scanned copy of document in support of exemption

will have to be uploaded by the bidder during bid submission. The onus of proving that the bidder is exempted from payment of cost of Bid Security lies on the bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by the purchaser as a valid bid. If later, it is discovered from the uploaded documents that bidder is not exempted from payment of Bid Security; his bid shall be treated as non- responsive.

- (g) The bid should be submitted online in the prescribed format. No other mode of submission is accepted.
- (h) Bid shall be digitally signed by the Authorized Signatory of the bidder and submitted "ONLINE". Hard copy of the documents (except those specifically asked for in the Bid Document) are not required to be submitted.
- (i) The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of IFB including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder.
- (j) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without

any exception and have understood the entire document and are clear about tender requirements.

- (k) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). National Institute of Plant Health Management will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour.

20. Deadline for Submission of Bids

20.1 Deadline for Submission of Bids: 16.00 Hrs. on 09.10.2019.

20.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in accordance with ITB Clause 9, 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.

21. Off line Bids: The offline bids will not be accepted. All the bidders are advised to go through the e portal and submit within the scheduled time of the tender notification.

22. Modification and Withdrawal of Bids

22.1 The Bidders shall submit offers which comply strictly with the requirements of the Bid Document as amended from time to time as indicated in Clause 9 above. Alternative bids or any modifications by the tenderer (after bid opening) shall render the Tender invalid.

22.2 The bidder can modify, substitute, re-submit or withdraw its e-bid after submission but prior to the deadline for submission of bids. No Bid shall be modified, substituted or withdrawn by the bidder after the deadline for submission of bids. Withdrawal or Modification of bid after the deadline for submission of bids may result in the invalidation of bid and forfeiture of Bid Security.

22.3 Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids, unless the same has been explicitly sought for by National Institute of Plant Health Management, shall be disregarded.

22.4 For modification or withdrawal of e-bid the bidder may kindly see the Bidders Manual Kit on www.etenders.gov.in or <https://etenders.gov.in/eprocure/app> CPP portal

E. Bid Opening and Evaluation

23. Opening of Bids by Purchaser

23.1 The Purchaser will open the Technical bid 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 and Date: 16.00 hrs, on 10.10.2019,

Place: National Institute of Plant Health Management, Rajendranagar, Hyderabad -500030.

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 place on the next working day.

23.2 Opening of bids will be done through an online process. National Institute of Plant Health Management reserve the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed on the <https://etenders.gov.in/eprocure/app> CPP portal

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

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

23.5 The bids will be evaluated for qualifying criteria as mentioned in bid document hereinbefore. National Institute of Plant Health Management shall not be responsible for any postal delay in receipt of all original documents including the Bid Security. In case of non-receipt of the Bid Security in original within the aforesaid period, the bid will be treated as non-responsive.

23.6 The Technical Bid including a scanned copy of Bid Security and scanned copy of Authority to sign document of all the Tenderers will be opened first and checked. If any of the document(s) so furnished are not as per tender stipulations, the commercial bid will not be opened and the bid may be treated as rejected.

23.7 The Commercial Bid of Tenderers who have qualified in Technical bid Evaluation will be opened subsequently.

24. Clarification of Bids

24.1 A prospective Tenderer requiring any clarification on the Bid Document may notify online only. Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (ten) days prior to the deadline for submission of tenders. Details of such questions raised and clarifications furnished will be uploaded in <https://etenders.gov.in/e procure/app> without identifying the names of the Bidders who had raised the questions. Any modification of the Bid Document arising out of such clarifications will also be uploaded on National Institute of Plant Health Management website.

24.2 **Pre-Bid Meeting: The bidder or his official representatives is invited to attend a pre bid meeting which will take place as per details given below: -**

Date: 05.09.2019.

Time: 10.00 hrs

**Venue: National Institute of Plant Health Management, Rajendranagar,
Hyderabad -500030.**

Non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder.

25. Confidentiality

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.

25.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.

25.3 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 its bid, it should do so in writing.

26. Examination of Bids and Determination of Responsiveness

26.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Non-Manufacturers without proper authorization from the manufacturer as per Section VI shall be treated as non-responsive.

26.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

26.3 Prior to the detailed evaluation, pursuant to ITB Clause 29, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality's, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the

scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

The following clauses are the critical provisions deviations from or objections or reservations to which, will be treated as material deviations:

- Bid Validity (ITB Clause 17)
- Bid Security (ITB Clause 18);
- Validity of Bid Security (ITB Clause 18.3)
- Performance Security (GCC Clause 7);
- Delivery Terms (GCC Clause 10 & Schedule of Requirements)
- Warranty (GCC Clause 15);
- Payment terms (GCC Clause 16)
- Force Majeure (GCC Clause 25);
- Limitation of liability (GCC Clause 29)
- Applicable Law (GCC Clause 31);
- Taxes and Duties (GCC Clause 33);
- Technical Specification (As per Section V)
- Delivery Period (Section-IV: Schedule of Requirements)

Above list is not exhaustive

- 26.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 26.5 Bidders who do not quote for full quantity of the schedule will be treated as non-responsive.

27. Correction of Errors

- 27.1 Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

28. 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 Indian Rupees at the Bill Selling rate notified by the State Bank of India in the Purchaser's Country for similar transactions, as on the date of financial bid opening.

29. Evaluation and Comparison of Bids

- 29.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 26.
- 29.2 The Purchaser's evaluation of a bid will take into account the total unit cost of the item at the consignee's destination inclusive of all duties, insurance, freight, taxes, other charges, etc.
- 29.3 The contract shall be awarded only to the bidder who are substantially responsive, offer competitive rates, and meet the qualification requirement stipulated in the bidding documents.
- 29.4 Bidders who do not quote for full quantity of the schedule will be treated as non-responsive.
- 29.5 Deviations in the delivery schedule and Payment schedule are not permitted.
- 29.6 In exercising of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. In accordance to the above notification the participating Micro and Small Enterprises (MSEs) in a Bid, quoting price within the band of L1+15% would be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total Bid value. In case there are more than one such eligible MSE, the 20% quantity will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Bid process or meet the Bid requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- The MSEs participating in the bid shall enclose with their Bid a copy of Udyog Aadhar Memorandum along with their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Coir Board or NSIC or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which they will not be entitled for any benefit due to MSE.
- 29.7 To evaluate the Commercial bid, the Purchaser shall only use all the criteria and methodologies defined as below: - To evaluate a commercial bid pursuant to ITB clause 14 read with ITB Clause 29.2, the Purchaser shall consider DDP Consignee Destination Price.

30. Contacting the Purchaser

- 30.1 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, he should do so in writing.
- 30.2 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

31. Post-qualification
- 31.1 The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 5.
- 31.2 The determination will take into account the Bidder's commercial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 5 & 12, as well as such other information as the Purchaser deems necessary and appropriate.
- 31.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next higher evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 32. Award Criteria** Pursuant to ITB Clause 29, 31, 33, and 34, 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.
- 33. Purchaser's right to vary Quantities during currency of contract** Please refer GCC Clause
- 34. 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.
- 35. Notification of Award**
- 35.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing (by registered letter or by email or fax) that its bid has been accepted.
- 35.2 The Notification of Award (NOA) will constitute the formation of the Contract.
- 35.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 37, 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 18.
- 35.4 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.

36. Signing of Contract

- 36.1 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.
- 36.2 Within Twenty-Eight (28) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

37. Performance Security

- 37.1 Within Twenty-eight (28) 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 Section-III of Bidding Documents or any another form acceptable to the Purchaser.
- 37.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 36.2 or ITB Clause 37.1 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 higher evaluated bidder or call for new bids.

38. Purchase Preference

The Purchaser reserves the right to give purchase preference to the Micro and Small-Scale Enterprises as per the policies of Govt. of India in vogue. For availing this preference, the bidder should submit documents as per Clause 29.6.

39. Integrity Pact

- 39.1 The Bidder/Supplier is required to enter into an Integrity Pact with the Purchaser, in the Format at Sample Forms provided in Section VI. The Integrity Pact enclosed in Section-VI, will be signed by National Institute of Plant Health Management for and on behalf of Purchaser as its Agent/Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder/Lead Member of JV.
- 39.2 In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

Name and Address of the Independent External Monitor's (IEM's):

IEM

Shri. Cadaba Devnath Balaji,
Distinguished Scientist (DS) & Ex-Director ADA,
D-429, Jal Vayu Kammanahalli, Main Road,
Bengaluru-560043
Email id : cdbalaji@gmail.com
Phone No: 9844140762

40. AGENTS AND SERVICE FACILITIES IN INDIA-AGENCY COMMISSION

- 40.1 Foreign firms quoting directly against the enquiry and who want Indian Agents/Associates and/or servicing facilities in India should indicate in their offer the name of their Indian agents/associates or the representatives they have for servicing in India. They should quote their price inclusive of the amount of remuneration or commission provided for the Indian agents/associates. The agency commission payable should be shown in the Price schedule.
- 40.2 The foreign tenderer is required to give the name and address of the local agent/associates. In addition, they should furnish the following details in the offer:
- i. The precise/relationship between the foreign manufacturer/principals and Indian agents/associates.
 - ii. The mutual interest which the manufacturer/principal and Indian agents/associates have in the business of each other;
 - iii. Any payment which the agent/associate receives in India or abroad from the manufacturer/ principal whether as a commission for the contract or as general retainer fee;
 - iv. Indian agent's Income-Tax permanent account number;
 - v. All services to be rendered by the agent/associate whether of general nature or in relation to the particular contract and facilities/infrastructure available with them for the same;
 - vi. Past performance of the agent; Foreign firms may authorize their Indian Agent to represent them, to bid, negotiate and conclude the contract on their behalf. They must submit valid authorization as per Manufacturer's Authorisation Form in Section-6. **The order/contract shall be directly placed in the name of foreign firm only and the foreign firm shall be fully responsible for successful execution of contract in all respects.**
- 40.3 In the case of indigenous offer the tenderer is not entitled to any agency commission. In the case of imported offers the agency commission payable by the tenderer to his Indian Agents shall be indicated in the space provided in the Bid form in Indian Rupees. However, where applicable, Agency Commission finally payable to the tenderers Agents in India under the contract will be converted to Indian Rupees at the Bill Selling Rate ruling on the date of bid opening as quoted by SBI Bank and shall not be subject to any further exchange rate variation. The Agency Commission shall be paid in Indian Rupees after successful completion of the contract, i.e., after completion of proving tests and final commissioning of machine(s) in India.
- 40.4 The agent is official representative of Manufacturer/Principal/Bidder. Accordingly, Manufacturer/Principal/Bidder shall be fully responsible for the conduct of their appointed agent. This may please be noted.

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION III. GENERAL CONDITIONS OF CONTRACT
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SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

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 equipment’s 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 National Institute of Plant Health Management, Ministry of Agriculture& Farmer’s Welfare, Govt of India, Hyderabad
- (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 of Notice of Award.
- (m) Government means Government of India.

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 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-eight (28) days after the Supplier's receipt of Notification of Award, the Supplier shall furnish performance security to the Purchaser for an amount of Ten Percent (10%) of the contract value, valid up to **90 days** after the completion of Performance obligations including warranty obligations. If the bank does not issue Performance Security Bank Guarantee (PSBG) for the period specified in the contract then supplier will have the option to submit the PSBG for 5 years and will have to extend the PSBG after 4 years till the required validity. If the supplier fails to extend the PSBG, then their PSBG may be forfeited.
- 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 issued by a reputed bank located in Purchaser's country or abroad acceptable to the Purchaser, and in the form provided in the Bidding Documents, (in case of Bank Guarantee issued by a Bank not located in the

Purchaser's country, the same must be confirmed by any commercial bank operating in India); or

(b) A banker's cheque, certified cheque or crossed Demand Draft or Pay Order in favour of "National Institute of Plant Health Management", payable at Hyderabad.

- 7.4 The performance security will be discharged by the purchaser and will be returned to the supplier promptly upon completion of the Supplier's performance obligations under the Contract, including satisfactory working performance of all equipment's up to the period of warranty specified 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 90 days after the completion of Performance obligations including warranty obligations.

8. Inspections and Tests

- 8.1 The Supplier shall get main equipment Liquid Chromatography (UPLC) with Tandem Mass Spectrometer with Triple Quadrupole System (LC-MS/MS) inspected in manufacturer's works and submit detailed test reports for the same. He shall also provide for each equipment a Manufacturer's Quality certificate that the equipment conforms to specifications laid down in this Contract.
- 8.2 Goods shall not be dispatched/ shipped unless a satisfactory Manufacturer's Quality certificate, as above, has been issued in respect of those goods.
- 8.3 The Purchaser / Consignee reserve the right to inspect the goods before acceptance. If the goods fail to meet the Contract specifications after their receipt at the Consignee's end, the supplier shall take immediate steps to remedy the deficiency or replace the defective component/ equipment to the satisfaction of the Purchaser/consignee.
- 8.4 Pre-dispatch Inspection: The Purchaser or his representative may, at his option, inspect and/or test any or all items of the goods to confirm their conformity to the Contract, prior to dispatch from the manufacturer's/ supplier's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.

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 destinations, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit, 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) Package Number (vi) Equipment Serial No., (vii) Name & Address of the consignee (viii) "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, "EXW", "FOB", "FCA", "CIF", "CIP", "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the 2010 edition of Incoterms published by the International Chamber of Commerce, Paris, as on date of tender opening.
- 10.3 Documents to be submitted by the Supplier are specified below:
- (a) **Documents to be submitted to Purchaser (for Claiming 80% payment):**
Each document must carry the Contract Number, LC Number (for goods supplied from abroad), should be signed in original and stamped with the Supplier's stamp/seal.
 - (i) **Original Supplier's invoice indicating** "National Institute of Plant Health Management (NIPHM), Department of Agriculture, Co-operation and Farmers Welfare, Ministry of Agriculture, Co-operation and Farmers Welfare, Government of as Purchaser, contract number, description of goods, quantity, unit price, taxes, duties and total amount. Place of Supply: Hyderabad. The invoice must be signed in original and stamped or sealed with the Supplier's stamp / seal:
 - (ii) Original Airway Bill signed by the carrier or his agent marked "Freight prepaid" showing flight number and date of dispatch of goods.
 - (iii) Copy of Consignee-wise Packing list identifying contents of each package;
 - (iv) Insurance Policy Certificate(s) as per Clause GCC 11;
 - (v) Manufacturer's warranty certificate(s), as per Clause GCC 15 covering all items supplied;
 - (vi) Certificate of origin for Liquid Chromatography (UPLC) with Tandem Mass Spectrometer with Triple Quadrupole System issued by the chamber of commerce,
 - (vii) Original Acknowledgement of Receipt of Goods, duly signed and stamped by the Consignees (Format attached in Section-VI).
 - (viii) Supplier's affidavit on Stamp Paper as per format given in Section VI.
 - (ix) Any other / additional procurement specific documents as required for delivery / payment purpose

Note: All the above documents should be submitted in Original + 03 sets of copies unless otherwise specified.

b) ***Documents to be submitted for Claiming 20% payment***

- (i) Copy of original Invoice indicating “National Institute of Plant Health Management (NIPHM), Department of Agriculture Cooperation & Farmers Welfare, Ministry of Agriculture & Farmer’s Welfare, Govt of India, Hyderabad as Purchaser, contract number, description of goods, quantity, unit price, taxes, duties and total amount. Place of Supply: Hyderabad. The invoice must be signed in original and stamped or sealed with the Company stamp / seal;
- (ii) Original Final Acceptance Certificate duly signed and stamped by the Consignees (Format attached in Section-VI).
- (c) Manufacturer’s warranty certificate(s), as per Clause GCC 15 covering all items supplied;
- (iv) Copy of notification of the tax authority in support of rate of tax indicated in invoice (Customs tariff and GST as applicable).
- (v) Proof of payment of Customs Duty and Clearance of Goods from Customs (if applicable)
- (vi) Supplier’s Affidavit on Stamp Paper as per format given in Section

Note: All the above documents should be submitted as Original + 03 sets of copies.

(c) **Documents to be submitted to Consignee at the time of delivery of Goods:**

The Supplier should intimate the Consignee at least 10 days in advance before the dispatch of Goods, the expected date of arrival of Goods along with quantity of Goods.

Along with each consignment the Supplier should provide the Consignee one set of the documents mentioned below: -

- (i) Copy of Invoice indicating National Institute of Plant Health Management (NIPHM), Department of Agriculture Cooperation & Farmers Welfare, Ministry of Agriculture & Farmer’s Welfare, Govt. of India, Hyderabad as Purchaser, contract number, description of goods, quantity, unit price, taxes, duties and total amount. The invoice must be signed in original and stamped or sealed with the Company stamp / seal.
- (ii) Original Consignee-wise Packing list identifying contents of each package
- (c) Manufacturer’s warranty certificate(s) in original as per Clause GCC 15 covering all items supplied;
- (iv) Manufacturer’s certificate (in original) that the supplied LCMS complies with the technical specifications of the Contract.

11. Insurance

11.1 The Goods to be supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture, or acquisition / transportation / storage and delivery in the manner specified below.

11.2 The insurance shall be for an amount equal to 110 percent of the DDP Consignee Destination value of the Goods from “Warehouse to warehouse (consignee destination)” on “All Risks” basis including War Risks and Strikes.

11.3 The Supplier shall arrange and pay for insurance.

12. Transportation

12.1 Transportation of the Goods till the final destinations will be arranged 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 listed in the schedule of requirement. The costs of the same shall be included in the Contract Price.

14 Spare Parts

14.1 Supplier shall carry sufficient inventories of spare parts to ensure ex-stock supply of all spares during Warranty period.

15. Warranty

15.1 The Supplier shall warrant that the Goods supplied under this Contract are new, unused, and that 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 consignee destination.

15.2 The warranty period shall be **60 months** from the date of completion of supply, installation and completion of all incidental services OR **62 months** from the date of delivery in case the installation & all incidental services cannot be completed within 02 months from the date of delivery on account of the Consignee. Warranty should include all spares parts, electronic parts & boards, hardware consumables like PM kits, generator, UPS, Batteries etc., for complete machine. **Conditional warranty will not be acceptable.**

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

15.4 Upon receipt of such notice (under Clause 15.3), the Supplier shall within one-week repair or replace the defective goods or parts thereof, free of cost at the Consignee's premises. The maximum response time for a maintenance complaint from any of the destination specified in the schedule of requirements shall not exceed 48 hours. 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.

15.5 In the event of any repairs or replacement of parts during the warranty period, the warranty for the repaired/replaced parts shall be continued till the end of warranty of the equipment.

15.6 Software Upgrades / Updates: Any software upgrades / updates / revisions / new-versions will be provided free of cost by the supplier during the warranty period.

15.7 If the Supplier, having been notified, fails to remedy the defect(s) within one week of such notice 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.

16. Payment

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

(a) Payment for Goods and Services supplied from abroad:

- (i) **On Delivery:** Eighty (80) percent of the price of goods supplied from abroad shall be paid through irrevocable Letter of Credit opened in favour of the supplier in a bank in his country and upon submission of documents specified in clause 10.3 (a) of GCC, and,
- (c) **On Final Acceptance:** The balance payment of the price of the goods and services supplied from abroad, excluding agency commission if any, shall be paid within thirty (30) days of submission of documents specified in Clause 10.3 (b) of GCC through Electronic Clearing System to the Supplier's nominated Bank.

Alternatively, at the bidder's option, the balance payment of the price of the goods and services supplied from abroad, excluding agency commission if any, shall be paid after thirty (30) days of submission of documents specified in Clause 10.3 (b) of GCC through irrevocable Letter of Credit opened in favour of the supplier in a bank in his country provided he submits a Bank Guarantee of equal amount favouring the Purchaser, valid for six months from the date of Supplier's claim.

(b) Payment for Goods and Services supplied from India:

- (i) **On Delivery:** Eighty (80) percent of the price of goods and services supplied from within India shall be paid through Electronic Clearing System to the Supplier's Bank within (60) days of submission of documents specified in GCC clause 10.3 (a), and;
- (ii) **On Final Acceptance:** the balance price of the goods and services supplied from within India shall be paid after thirty (30) days of submission of documents *specified* in Clause 10.3 (b) of GCC, through Electronic Clearing System to the Supplier's nominated Bank.
- (c) **LC Payments** (i) Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practices for documentary credit, of the International Chamber of Commerce;
- (i) The LC will be irrevocable and will be confirmed at Supplier's cost if requested specifically by Supplier;
- (ii) LC opening charges will be borne by the Supplier. If LC is required to be extended/ reinstated / re-issued / amended for reason(s) attributable to the Supplier, the charges thereof shall be to the Supplier's account.

(d) Customs Duty:

Customs Duty shall be paid in Indian Rupees on submission of documentary evidence subject to the maximum amount specified in the Contract, and subject to Statutory Variation as per GCC Clause 33. If Customs Duty is quoted in currencies other than INR, the amount of Customs Duty converted into INR on the date of opening of bid shall be the upper limit of the amount of Customs Duty payable; subject to statutory variation and variation in exchange rate(s).

(e) **GST:** GST shall be paid in Indian Rupees.

(f) **Agency Commission** (if any): shall be paid as per ITB Clause 16.2 (b) after completion of balance payments as per Para a(ii) / b(ii) above.

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. 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.

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 Assignment of the contract is not allowed and the bidder himself has 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 and its accessories like UPS etc.

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 delivery schedule specified by the Purchaser in its Schedule of Requirements.

22.2 If at any time during the performance of the Contract, the Supplier 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.

- 22.4 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 Incidental 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 0.5% of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 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 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 anything 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. 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 been 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 Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows: -.

- (a) In case of Dispute or difference arising between the Purchaser and a domestic 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, appointment of Presiding Arbitrator shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.
- (b) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings
- (c) Where the value of the contract is 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, appointment shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.
- (d) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of arbitrator shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.
- (e) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
- (f) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding arbitrator shall be final. 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 Counsel appointed by such party or on its behalf shall be borne by each party itself.

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 to the Supplier.

29. Limitation of Liability

29.1 Except in case of criminal negligence or wilful 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 email or facsimile and confirmed in writing to the purchaser. For this purpose, the Purchaser's address is specified below:

National Institute of Plant Health Management Rajendranagar
Hyderabad -500030.

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 Custom Duty shall be paid in Indian currency on submission of documentary evidence, only on the Foreign goods. GST will be paid in Indian currency.

33.3 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.

33.4 Statutory variation in Custom Duty and GST on finished product within the original Delivery Period will be on purchaser's account.

33.5 The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Custom Duty and GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the currency of the contract.

34 Purchaser's right to vary Quantities during currency of contract

34.1 The Purchaser reserves the right to increase or decrease the quantity of goods during currency of contract, originally specified in the Schedule of Requirements, by **50%** (quantity rounded to next integer) without any change in unit price or other terms and conditions. The delivery period for the increased quantity shall be based on pro-rata delivery period of the tendered quantity.

35 Jurisdiction of Courts:

35.1 The courts of the place from where the contract has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

SECTION IV – SCHEDULE OF REQUIREMENTS

SECTION – IV
SCHEDULE OF REQUIREMENTS

c. Schedule-wise Quantity and Bid Security

Sch No.	Item Description	Qty. (in Nos.)	Bid security (in INR)	Bid security (in USD)
1	LC-MS/MS with Triple Quadrupole system (see Section – V for detailed technical specs.)			
	Total			

II. Delivery Period for supply of Goods and completion of Incidental services

Delivery of Goods and all Incidental services must be completed as per timeline given below:

-

Sch No. 1	LC-MS/MS with Triple Quadrupole system
Delivery	Within 90 days from date of Letter of Credit.

In case Letter of Credit is not required, the delivery date will be calculated from the date of Notification of Award (NOA).

III. Delivery Terms: DDP Consignee Destination.

IV. Incidental Services

- a) The supplier will be responsible for Installation & Commissioning of the equipment at Consignee's premises.
- b) The supplier will deliver all brochures, operation and maintenance manuals for the equipment to each consignee.
- c) The company should perform IQ, PQ and OQ tests with documentation at the time of installation.
- d) Train requisite personnel at each location in operating the equipment, to the satisfaction of the Consignee.
- e) Supply of any tools required for assembly and/or maintenance of the supplied goods;

CONSIGNEE DETAILS AND ADDRESSES (Final Destination): NIPHM, HYDERABAD.

Sl	Name and Address of consignee	Name of Contact Person with Phone No. and Email	Name of the equipment.
1	Director (PM) NIPHM Rajendranagar Hyderabad	Dr. Nirmali Saikia Joint Director (Chem.) +91 88008260926 Nirmali.saikia@gov.in	Schedule-I Liquid Chromatography (UPLC) with Tandem Mass Spectrometer with Triple Quadrupole System

SECTION V. TECHNICAL SPECIFICATIONS

SECTION – V
Schedule-I: Liquid Chromatography (UPLC) with Tandem Mass Spectrometer with Triple Quadrupole System

General information	A Bench Top High Sensitive Triple/Tandem Quadrupole LC-MS/MS system with all accessories, consumables & equipment for Pesticides, Mycotoxins, Antibiotics residues analysis with software to meet global food regulations.
Solvent Delivery System	System should have ultra-high performance Quaternary Pump with inbuilt on-line vacuum degasser. Flow Range: 0.01 – 2.0 ml/min or better Operating Pressure: 0-15000 Psi at 1 ml/min Flow Rate Precision: 0.08% RSD.
Autosampler	Standard Sample Capacity: Minimum 80 vials of 1.5 ml or 2 ml capacity of better Temperature Control Range: 4 – 40 °C Standard Injection Range: 1 – 50 ul or better Carry over should be less than 0.005%
Column Heater	Range: Column Heater: Ambient plus 5 °C to 80 °C or better
MS/MS System	Should be Quadrupole based system with ESI and APCI ionization sources as standard part of the system capable of carrying out MS and MS/MS experiment. Mass Range: 16 amu to 2000 amu or better
System tuning	Should have auto tune or manual tune system and orifice design for low maintenance
Detector	Should be electron multiplier tube (EMT) detector or photomultiplier tube (PMT) or Discreet dynamo detector (DDD).
Resolution	Unit Mass Resolution in both Q1 and Q3
Electronics	Polarity switching switch from positive to negative polarity should be 50 milli second or less
Mass Stability	0.1 Da over a period of 24 hours
Scan Speed	15000 amu/sec or better
MS interface	Should have Orifice with heated desolvation gas more than 400 °C
Collision Cell	Should be capable of doing MRM/ SRM analysis for optimal high data acquisition rate with no cross talk in collision cell. Dwell time not more than 1 milli second.

Sensitivity	<ul style="list-style-type: none"> • Should have positive Electron Spray ionization (ESI) multiple reaction monitoring (MRM) and minimum S/N ratio of 1,50,000: 1 for 1 pg on column injection of reserpine. The sensitivity specifications must be available on the website of the manufacturer and official specification sheet of the principal company. Performance specifications will not be entertained. The performance as quoted must be demonstrated during installation. • The negative Electron Spray ionization (ESI) mode should also give the minimum S/N ratio of 1,00,000: 1 for 1 pg on column injection of chloramphenicol.
Scan Modes	<ul style="list-style-type: none"> • Should be capable of performing MS Scan, MS/MS Product Ion Scan, SIM, MRM, SRM, Neutral loss/gain scan, Precursor Ion Scan. • Should also be capable of advanced scan mode with simultaneous/ sequential Full Scan MS and MRM for non-target screening
Syringe pump	Should have a syringe pump.
Computer and Software	<ul style="list-style-type: none"> • Branded and compatible desktop PC with minimum 32 inches screen, original software and compatible antivirus along with original licensed CD and laser printer having back to back printing facility, networking, 32 pages per minute (ppm). The software shall comply with the 21 CFR requirements. • Quote database for minimum 1000 contaminants including pesticide, antibiotics, mycotoxins etc. pertaining to their Molecular formula, mono isotopic mass, parent ion, collision energy, product ion, Rt, Sensitivity, ion ratio etc. • Original company licensed latest software having capabilities to perform the following functions. <ul style="list-style-type: none"> A) Automated calibration and quantitative optimization. B) Perform alternating Positive/Negative scans in one run. C) Automated quantitation and reporting of acquired samples. • During the warranty period, the supplier shall provide the original version of any updates to the system software / new software launched at no extra cost.
Gas Generator/ Gas Cylinder	<p>A suitable extremely low noise and vibration free imported gas N₂ generator with built in air compressor</p> <p>One-time supply of filled cylinder of any other required gas, with regulator required for functioning of Mass Spectrometer</p>
UPS	Suitable On-Line 10 KVA UPS, 26 numbers, 100 AH batteries with 2 hr back up with full load
Consumables	<p>5000 vials for Auto-sampler</p> <ol style="list-style-type: none"> 1. RP C-18 columns: 100 mm x 2.1mm, sub 2 microns (6 nos.) 2. RP C-18 columns: 100 mm x 4.6mm, sub 3-3.5 microns (6 nos.) 3. Mix mode RP C-18 columns: 100 mm x 2.1mm, sub 2 microns (6 nos.) for polar pesticides 4. Guard cartridge and guard columns for the above columns (20 each)

<p>Warranty (see Section III, clause – 15)</p>	<ol style="list-style-type: none"> 1. The Supplier shall warrant that the Goods supplied under this Contract are new, unused, and that 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 consignee destination. 2. The warranty period shall be 60 months from the date of completion of supply, installation and completion of all incidental services OR 62 months from the date of delivery in case the installation & all incidental services cannot be completed within 02 months from the date of delivery on account of the Consignee. Warranty should include all spares parts, electronic parts & boards, hardware consumables like PM kits, generator, UPS, Batteries etc. except accessories listed at consumables. Conditional warranty will not be acceptable. 3. The Consignee shall promptly notify the Supplier in writing of any claims arising under this warranty. 4. Upon receipt of such notice as per point 3 above, the Supplier shall within one-week repair or replace the defective goods or parts thereof, free of cost at the Consignee's premises. The maximum response time for a maintenance complaint from any of the destination specified in the schedule of requirements shall not exceed 48 hours 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. 5. 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 continued till the end of warranty of the equipment. 6. Software Upgrades / Updates: Any software upgrades / updates / revisions / new-versions will be provided free of cost by the supplier during the warranty period. 7. If the Supplier, having been notified, fails to remedy the defect(s) within one week of such notice 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.
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Qualification Tests	The company should perform IQ, PQ and OQ tests with documentation at the time of installation
Calibration	The company should bring the calibration kit and perform the annual calibration of the equipment during the warranty period.
Schedule of requirement para iv(f) On-site training	At least 2 days onsite training of the analysts after every 6 months during the warranty period

NOTES:

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.
3. The **claim** of the technical specifications made by the company should be available on the principle's website and printed brochure.
4. Please provide all the relevant document, catalogues/brochures etc. of the above technical specifications and technical compliance statement.

SECTION VI
SAMPLE FORMS (BID FORM, PRICE SCHEDULES AND OTHER
FORMATS)
(read sections III, IV and V before filling the formats)

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1. Technical Proposal Submission Sheet

Date: _____

Tender No.: _____

Invitation for Bid No.: _____

To: _____

We, the undersigned, declare that:

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

(a) 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:

(b) Our Bid shall be valid for a period of 180 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;

(c) If our Bid is accepted, we commit to submit a Performance Security in the amount of 10% percentage of the Contract Price for the due performance of the Contract;

(d) 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;

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

(f) 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.

(g) 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 : _____

2. Price Proposal Submission Sheet

Date: _____

Tender 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 _____

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

Name of Recipient	Address	Reason	Amount
(If none has been paid or is to be paid, indicate "none.")			

Name _____

In the capacity of _____

Signed _____

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

Date _____

3. PRICE SCHEDULE FOR DOMESTIC GOODS

(1)	(2)	(3)	(4)	(5)			(6)	(7)	(8)	(9)
Schedule. No	Item Description	Name of the Manufacturer & Country of origin	Quantity & Unit	Price for each unit			Per Unit GST (as applicable) (In %)	Per Unit GST (as applicable)	Total Unit Price (Including GST) (in INR) (Consignee Destination)	Total price (All Per Unit Price Incl.)
				Per Unit Price Inclusive) (Ex-factory Ex-warehouse Ex-showroom Off-the-shelf) / (CIF price at port of landing in case of imports)	Inland transportation, insurance & other local costs incidental to delivery (consignee destination) as per Schedule of Requirements as listed in GCC Clause 13	Total Unit Price (Excluding GST)				
				(a)	(b)	(c)= (a)+(b)	(d)	(e) = (c) x (d)	(f)= (e)+ (c)	(4)x(8)

Note: (a) In case of discrepancy between unit price and total amount, the unit price shall prevail.

(b) In case of discrepancy between price quoted in figure and words, price in words, shall prevail.

(c) We hereby declare that in quoting in our price, we have taken into account the entire credit on input taxes available under GST.

(d) Please indicate the agency name that will supply indigenous items. Please also mention the name of entity that will raise the invoice for indigenous items (Principal/Bidder/Indian Agent).

e) If the bidder / Indian agent is supplying Indigenous items, same should be quoted in this price schedule.

Total bid price

Currency: _____

In figures:

In words

Signature of Bidder

Place:

Date:

Name

Business address

4.PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

(1)	(2)	(3)	(4)	(5)	(6)				(7)	(8)	(9)
Schedule. No	Item Description	Name of the Manufacturer & Country of origin	Quantity & Unit	Currency	Price for each unit				Total price	Indian Agent's Name	Indian Agent's commission as a % of FOB price included in the quoted price
					FOB Port of Loading	CIP Final Destina tion	Custom Duty& GST if any	DDP- Consignee Destination			
					(a)	(b)	©	(d)=(a)+(b) +(c)	(d)	--	

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

b) In case of discrepancy between figures and words, the price in words shall be prevailing.

c) The price quoted should inclusive of all expenses in terms of be 60 months unconditional Comprehensive warranty from Principal.

d) The DDP consignee price quoted shall be all inclusive.

e) Custom Duty Exemption certificate will be provided. In case Custom Duty Exemption certificate is not provided the duty will be reimbursed on actuals on submission of documentary evidence, subject to maximum mentioned in the price schedule submitted.

f) Evaluation will be done on DDP Consignee Destination Price, but order will be placed on CIP final Destination Price to facilitate payment of Custom Duty separately as per actual, if it is liveable. Please note that all risks for supply of goods and its ownership up to consignee destination shall be with supplier. Supplier should take insurance on "All Risks Cover" basis up to Consignee Destination. Custom clearance & delivery up to consignee destination shall be the responsibility of supplier.

Total bid price

Currency: _____

In figures:

In words

Signature of Bidder

Name

Business address

Place:

Date:

5. BID SECURITY FORM

Date: [*insert: date*]

IFB: [*insert: name and number of IFB*]

Name of Goods: [*insert: name of Goods*]

To: [*insert: name and address of Purchaser*]

WHEREAS [*insert: name of Bidder*] (hereinafter called “the Bidder”) has submitted its bid dated [*insert: date of bid*] for the performance of the above-named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that WE [*insert: name of bank*] of [*insert: address of bank*] (hereinafter called “the Bank”) are bound unto [*insert: name of Purchaser*] (hereinafter called “the Purchaser”) in the sum of: [*insert: amount*], 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 [*insert: number*] day of [*insert: month*], [*insert: year*].

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline, the Bidder
 - (a) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form, or
 - (b) does not accept the Purchaser’s corrections of arithmetic errors in accordance with the Instructions to Bidders; or

- c. 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 sign the Contract Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.

- (c) In case of any false, incorrect or misleading information provided in the bid.

We undertake to pay to 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 any one of the two above-named conditions, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including [*insert: the date that is 45 days after the period of bid validity*], and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signed: _____

Date: _____

in the capacity of: [*insert: title or other appropriate designation*]

Common Seal of the Bank

6. Declaration on behalf of Manufacturer (On Letter Head)

I _____ on behalf of M/s _____ and on behalf of our Principals M/s _____ declare that:-

1. The Goods supplied under this Contract are new, unused, and that they incorporate all recent
 - a. improvements in design and materials unless provided otherwise in the Contract. The
 - b. Supplier shall further warrant that all Goods supplied under this Contract shall have no defect,
 - c. arising from design, materials or workmanship or from any act or omission of the Supplier
 - d. that may develop under normal use of the supplied Goods in conditions prevailing in the
 - e. country of consignee destination.
2. The warranty period shall be **60 months** from the date of completion of supply, installation
 - a. and completion of all incidental services OR **62 months** from the date of delivery in case the
 - b. installation & all incidental services cannot be completed within 02 months from the date of
 - c. delivery on account of the Consignee. Warranty should include all spares parts, electronic
 - d. parts & boards, hardware consumables like PM kits, generator, UPS, Batteries etc for
 - e. complete machine. **The Warranty is Un-Conditional.**
3. The bidder and the manufacturer whose product are offered by the bidder is not debarred/blacklisted by any office of the Central Govt. which is still effective on the date of opening of bid. The bidder will also disclose immediately any such debarment/blacklisting which takes place after opening of bid and before issue of NOA, to the purchaser.
4. The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.
5. The firm does not employ a government servant, who has been dismissed or removed on account of corruption.
6. We unconditionally agree with all terms and conditions of the bid document/ corrigendum(s), amendments in its totality.
7. Service centres/ facilities are available in the purchaser's country.
8. The quoted model has not been declared obsolete in any country. Selling of quoted model is not banned worldwide.
9. Best price has been offered for the quoted model. In any case if we sell the quoted model lower than the price quoted in this tender to any institution with same specification & warranty obligation, in previous and the next one year we shall declare the same & the benefits will be passed on to you.
10. We certify that all the information furnished by our firm is true & correct and in event that information is found to be incorrect, then your organization without giving any notice or reason therefore may summarily reject the bid & bid security / EDG may be forfeited.

Dated

Signature of Bidder with Official seal

7. CONTRACT AGREEMENT 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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Instruction to bidder
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Schedule of Requirements
 - (g) The Purchaser’s Notification of Award
2. 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.
3. 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	OF GOODS & SERVICES	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: ...

8. PERFORMANCE SECURITY BANK GUARANTEE

(unconditional)

Date: [*insert: date*]

IFB: [*insert: name or number of IFB*]

Contract: [*insert: name or number of NOA/Contract*]

To: [*insert: name and address of Purchaser*]

Dear Sir or Madam:

We refer to the Contract Agreement (“the Contract”) signed on [*insert: date*] between you and [*insert: name of Supplier*] (“the Supplier”) concerning the supply and delivery of [*insert: a brief description of the Goods*]. By this letter we, the undersigned, [*insert: name of bank*], a bank (or company) organized under the laws of [*insert: country of bank*] and having its registered/principal office at [*insert: address of bank*], (hereinafter, “the Bank”) do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of [*insert: amount in numbers and words*]. This guarantee shall be reduced or expire as provided for by GCC Subclause 7.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

This guarantee shall expire no later than the ____ day of _____, 2_____, and any demand for payment under it must be received by us at this office on or before that date.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: _____

Date: _____ in the capacity of: [*insert: title or other appropriate designation*]

Common Seal of the Bank:

9. MANUFACTURERS' AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **ITB**.]

Date: [insert date (as day, month and year) of Bid Submission]

IFB No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee & warranty in accordance with Clause 15 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

[Insert the text below if applicable]

“However, the contract for the above Goods should be entered into directly with us. We undertake the responsibility for successful execution of entire contract.”

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

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

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.

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

(Please see ITB Clause 5)

IFB No. Date of opening Time Hours _____

Name of the Bidder _____

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

Signature and seal of the Bidder _____

Countersigned by Chartered Accountant/CPA

Name: _____

Address: _____

Date: _____

*-NOTE:

- (1) Client’s certificate in support of satisfactory completion of above contracts should be submitted with the bid.
- (2) The Bidder shall furnish an Affidavit confirming that the above performance statement given is correct.

11 ACKNOWLEDGEMENT OF RECEIPT OF GOODS

(for claiming Balance 80% payment)

This is to certify that the goods as detailed below have been received in good condition along with all accessories in accordance with the conditions of the contract and amendment, if any.

Contract (NOA) No. & Date : _____
 Name of supplier : _____
 Supplier's Invoice No. & Date : _____
 Description of the Goods : _____
 Qty. supplied (in Unit) : _____ Unit _____
 Purchaser : National Institute of Plant Health
 Management Dept. of Agriculture Cooperation and Farmers Welfare, Ministry of Agriculture &
 Farmers Welfare, Government of India, Hyderabad

**Date of delivery of consignment
at consignee's site**

: _____

Serial No of Equipment : _____
 Outstanding/ dues with the Supplier : _____
 as per PO & amendment, if any _____

Countersigned by

Signature of Consignee.

Name: _____

Designation: _____

Phone No.: _____

Email ID: _____

Head of Office

With Office Seal:

Distribution: -

1. To Supplier
2. National Institute of Plant Health Management, Rajendranagar, Hyderabad
4. Office Copy

(to be issued by the Consignee in four copies with signatures in ink and seal/stamp)
 (Please also send scanned copy by email to National Institute of Plant Health Management)

12 FINAL ACCEPTANCE CERTIFICATE

(for claiming Balance 20% payment)

- 1.Contract No.& Date :
 2.Supplier's Invoice No. & date :
 3.Description of Goods Supplied :
 4. Quantity Supplied : _____ Unit _____
 5.Purchaser : National Institute of Plant Health Management,
 Dept. Of Agriculture Cooperation and Farmer's Welfare, Ministry of Agriculture &
 Farmers Welfare, Government of India, Hyderabad
 6.Name of Supplier :
 7. Date of Final acceptance :

CERTIFICATE

We confirm having received the above equipment in good condition along with all standard accessories in accordance with the above Contract. It is further confirmed that:

- a. The equipment has been successfully installed and commissioned
- b. OQ, IQ & PQ tests have been performed and reports are satisfactory
- c. Requisite consignee's personnel have been trained
- d. Brochures, operation and maintenance manuals have been delivered (as applicable)

Remarks (if any):

Countersigned by

Head of Office
With Office Seal:

Signature of Consignee.

Name: _____
Designation: _____
Phone No.: _____
Email ID: _____**Distribution: -**

1. To Supplier
2. The Registrar, FSSAI Project,
3. National Institute of Plant Health Management, Rajendranagar, Hyderabad.
4. Office Copy

(to be issued by the Consignee in four copies with signatures in ink and seal/stamp)

(Please also send scanned copy by email to National Institute of Plant Health Management)

13 AFFIDAVIT (On Stamp Paper)

I _____ son/daughter of _____ resident of _____ solemnly undertake that I am an authorized signatory of M/s _____ (insert name of the company with full address) and I hereby undertake that the supplies for which payments are being claimed have been correctly made to the respective consignees. I take full responsibility for the correctness of the documents submitted against which the payment has been claimed. I further undertake that without prejudice to the rights of purchaser as per the contract, I shall be solely responsible if any of the document is found to be fake, and to make good any loss suffered by the purchaser due to incorrectness of the documents submitted by us for claiming payment against invoice(s) no(s). _____ (insert details of invoices for which payments are being claimed) amounting to _____.

With specific regard to the taxes/duties payable on the goods & incidental services for which payment is being claimed, I declare that I have deposited / will deposit the claimed taxes/duties to the relevant tax authorities and I will be fully responsible for the same.

Name: _____

Address: _____

(Full address of Supplier)

Witness 1 _____

Address: _____

Witness 2 _____

Address _____

Note:

1. The affidavit is to be submitted on a non-judicial stamp paper of Rs 100 /- (Rupee hundred) duly notarised and to be signed by the authorized signatory of the firm.
2. This affidavit is to be submitted along with the invoices at the time of claiming 90% payment.

14. PROFORMA FOR OTHER DETAILS OF BIDDER, MANUFACTURER AND ITS BANK

1. Name & full address of the Manufacturer:

2. (a) Telephone & Fax No

Office /Works

(b) Telex No.

Office/Works

(c) Telegraphic address:

(d) Email

3. Location of the manufacturing factory.

4. Name & full address of the Bidder

5. (a) Telephone/Mobile & Fax No

Office/Factory/Works

(b) Telex No.

Office/Works

(c) Telegraphic address:

(d) Email

6. Details of two Persons that National Institute of Plant Health Management may contact for requests for clarification during bid evaluation:

	1 st	2 nd
(i) Name:		
(ii) Tel number (direct):		
(iii) Mobile No		
(iv) Email address		

7. Bank details from where the Bank Guarantee for Bid Security has been issued:

(i) Name and address of the Bank:

(ii) For a foreign bank, name of correspondent Bank in India:

(c) Name of the contact Person

(iv) Phone number/Mobile

(c) Fax Number

(vi) Email address

We hereby authorize the Purchaser to make independent enquiries about the bidder with the Bank, if required.

Signature and seal of the Bidder

15 INTEGRITY PACT

Between

NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT, Rajendranagar, Hyderabad, hereinafter called the “Purchaser” AND _____ hereinafter referred to as “The Bidder/Supplier”

Preamble

The Purchaser intends to award, under laid down organizational procedures, contract/s for _____. The Purchaser values full compliance with all relevant laws and regulations, and economic use of resources, and of fairness and transparency in his relations with the Bidder/s and/or Supplier/s.

In order to achieve these goals, the Purchaser will appoint an Independent External Monitor (IEM) who will monitor the Tender process and execution of the contract for compliance with the principles mentioned above.

Section – 1 Commitments of the Purchaser

- (1) The Purchaser commits himself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Purchaser, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Purchaser will, during the tender process, treat all Bidders with equity and reason. The Purchaser will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Purchaser will exclude from the process all known prejudiced persons.
- (2) If the Purchaser obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code) /PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Purchaser will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section – 2 Commitments of the Bidder/Supplier

- (1) The Bidder/Supplier commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (c) The Bidder/Supplier will not directly or through any other person or firm, offer, promise or give to any of the Purchaser’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit

which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- (c) The Bidder/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder/Supplier will not commit any offence under the relevant IPC/PC Act; further the Bidder/ Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (c) The Bidder/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (c) The Bidder/ Supplier will not instigate third persons 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/Supplier, before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Purchaser is entitled to disqualify the Bidder/Supplier from the tender process or take action as per the procedure mentioned in the “Guideline on banning of business dealing” annexed and marked as **Annexure “A”**.

Section – 4 Compensation for Damages

(1) If the Purchaser has disqualified in terms of the provisions in Section 3, the Bidder/Supplier from the tender process prior to the award of contract, the Purchaser is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Purchaser has terminated the contract during execution in terms of the provisions under Section 3, the Purchaser shall be entitled to demand and recover from the Supplier the damages equivalent to Performance Security.

Section – 5 Previous transgression

(1) The Bidder/ Supplier declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder/Supplier makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guideline on banning of business dealing”.

Section -6 Equal treatment of all Bidders/Suppliers

- (1) The Bidder/Supplier undertakes to demand from all partners (if permitted under the conditions/ clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Purchaser before signing the contract.
- (2) The Bidder/ Supplier confirms that any violation by any of his partners to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Supplier himself, leading to possible Termination of Contract in terms of Section 4.
- (3) The Purchaser will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section – 7 Criminal charges against violating Bidders/Suppliers

If the Purchaser obtains knowledge of conduct of a Bidder, Supplier or Partners, or of an employee or a representative or an associate of a Bidder, Supplier, which constitutes corruption, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to its Chief Vigilance Officer.

Section – 8 Independent External Monitor/Monitors

- (1) The Purchaser shall appoint competent and credible Independent External 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 instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the DG/ National Institute of Plant Health Management.
- (3) The Bidder/Supplier accepts that the Monitor has the right of access without restriction to all Project documentation of the Purchaser including that provided by the Supplier. The Supplier 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 Partners. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Supplier/Partners with confidentiality.
- (4) The Purchaser 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 Purchaser and the Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Purchaser or the Bidder/ Supplier, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any 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 or refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the DG/ National Institute of Plant Health Management within 8-10 weeks from the date of reference or intimation to him by the Purchaser and should the occasion arise, submit proposal for correcting problematic situations.

(7) If the Monitor has reported to the DG/ National Institute of Plant Health Management of a substantiated suspicion of an offence under relevant IPC/PC Act, and the DG/ National Institute of Plant Health Management has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word Monitor would include both singular and plural.

Section – 9 Pact Duration

This pact begins when both parties have legally signed it. It expires for the Supplier when his Security Deposit is released on completion of the contractual obligation. If any claim is made/lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact specified above, unless it is discharged/determined by DG/ National Institute of Plant Health Management.

Section – 10 Other Provisions

(c) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as

stated in the Contract Agreement.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Supplier is a partnership or a consortium, this agreement must be signed by the Partner in charge/ Lead Member nominated as being in charge and who holds the Power of Attorney signed by legally authorised signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Consortium will comply with the provisions in the Integrity Pact to be signed by the Lead Member on behalf of the Consortium. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the consortium leading to possible Termination of Contract in terms of Section 3.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions. **NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT** Ltd. Agent / Power of Attorney Holder _____

(For & on behalf of the Purchaser)

(Office Seal)

Place:.....

Date:.....

Witness 1:

(Name & Address) -----

Witness 2

(Name & Address) -----

(For the Bidder/Supplier)

(Office Seal)

16 CHECK LIST FOR BIDDERS

(All the pages of the bid should be Serial Numbered & signed/initialled)

Sl. No.	Activity	Yes/No / NA	Page No. in the Bid	
1	(a) Bid Security for required amount			
	Bid Security in the form of			
	(b)	(i) Bank Guarantee as per format in Bidding document		
		(ii) Draft or Banker's cheque issued by Nationalised bank		
	(c)	Validity Date of Bid Security (Valid up to 45-days beyond the bids validity) as specified in ITB Clause17)		
		(d) Amendment in Bid Security (if any)		
2	The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids.			
	For Bank Guarantee issued by a Bank from outside India the details of the correspondent Bank in India should be provided. ITB 18			
3	(a) Technical Proposal (Form 1) & Commercial Proposal (Form 2) Submission Sheet duly completed and signed			
	(b) Power of Attorney in favour of the signatory			
4	The manufacturer's authorization form as specified in Form 9 Section VI			
5	Documents Establishing Bidder's Eligibility and Qualifications (ITB 3)			
(a)	Certificate of incorporation of Manufacture			
(b)	Performance statement as per required Proforma, along with copies of purchase order and client's certificate. Also submit affidavit.			
(c)	Furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the goods.			
(d)	The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;			
(e)	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 Goods within the specified time of completion after meeting all their current commitments.			
(f)	Reports on commercial standing of the bidder such as profit and loss statements, balance sheets and auditor's report for the past five years, bankers' certificate, etc. The latest profit and loss statement should be of financial year 2016-17 or calendar year 2017 as the case may be			
(g)	The list of recommended spare parts			

Sl. No.		Activity	Yes/No/ NA	Page No. in the Bid
(h)		List of Service centres along with complete addresses and contact numbers		
6		Undertaking that the firm is not blacklisted		
7		No deviation statement on technical specification		
8		Check list of technical specification		
9	(a)	Agreement with all terms and condition of the bid document		
	(b)	If no, have you indicated deviations		
10	(a)	Bid Price in the appropriate Pro forma		
	(b)	Conditional or unconditional discount mentioned in the bid (if any)		
11		Undertaking as per clause ITB 5.3 (3) regarding adverse action		
12	(a)	The bidder shall provide an undertaking as per Clause ITB 5.3 (4) regarding non persecution of directors.		
	(b)	Undertaking that the firm does not employ a government servant, who has been dismissed or removed on account of corruption.		
13		Performa for other details of Bidder, Manufacturer and its Bank		
14		Performa for Integrity Pact		
15		The following details shall be provided by Indian Bidders:		
		a. Name, address, PAN. And Income Tax details (ward/circle where they are being assessed) of the Directors of the Bidding Company.		
		b. Company's PAN and Income Tax details and ward/circle where it is being assessed,		
		c. Registration details of the company under GST and other laws as may be applicable and also duties and tax clearance certificate. (if foreign bidder, only submit a certificate that the bidder is foreign bidder)		
16		MSE bidders must submit relevant Registration certificate(s) Are you an MSE owned by a SC/ST (If yes, please submit documents in support)		
17		Format for compliance of terms and conditions and Technical Specifications Annexure - 'A' & 'B'		

FORMAT FOR COMPLIANCE OF TERMS AND CONDITIONS

(To be submitted along with the bid)

Tender No.: _____ Due Date _____

1. If a particular requirement/condition is not at all applicable please write NA in compliance part in Col. No. 4 below.

2. Kindly see the relevant terms & conditions of the tender document for each requirement/ condition before reply.

S No	Terms & condition of Tender document	Whether complied (say 'Yes' or 'No' (preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for.
I	Eligibility criteria:		
a)	Provide compliance statement for eligibility criteria in chronological order for all the conditions as per Section II, ITB S.No.3:		
b)	Provide compliance statement for details of bid security as per ITB clause 18		
c)	Commercial capability as per clause 5.1.1 of ITB (Annual turnover in any one of the preceding 3 financial years)		
II	compliance statement for submission of the documents		
	Provide compliance statement for submission of the documents as required under ITB clause 12		
III	Documentary evidence establishing the Conformity of the Goods and Related Services		
a)	Documentary evidence for compliance statement for Conformity of the Goods as provided in the section V_ technical specifications in chronological order as per Section II, ITB S.No.4.		
IV	Documents Constituting the Bid		
	Provide compliance statement for Period of validity of the bids.		
V	Provide compliance statement for submission of the documents as required under GCC clause 15 for warranty.		
VI	Compliance statement for Conformity of the Goods as provided in the section V_ technical specifications in chronological order as per Section II, ITB S.No.4.d in the following format.		

FORMAT OF COMPLIANCE STATEMENT OF TECHNICAL SPECIFICATIONS

S. N.	Name of specifications/ part / Accessories of tender enquiry	Specifications of quoted Model/ Item	Compliance Whether "YES" Or "NO"	Deviation, if any, to be indicated in clear terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1	2	3	4	5	6

GLOSSARY OF TERMS USED IN THE TENDER DOCUMENT

SI No	Abbreviation	Expanded form
1	AWB	Airway Bill
2	BE	Bill of Entry
3	BG	Bank Guarantee
4	BL	Bill of Lading
5	BT	Bank Transfer
6	C & F	Cost & Freight
7	CBDT	Central Board of Direct Taxes
8	CBE&C	Central Board of Excise and Customs
9	CD	Customs Duty
10	CHA	Customs House Agent
11	CIF	Cost, Insurance and Freight
12	CIP	Carriage & Insurance Paid to
13	CPC	Civil Procedure Code
14	CSR V	Central Stores Receipt Voucher
15	CVC	Central Vigilance Commission
16	CVD	Countervailing Duty
17	DDP	Delivery Duty Paid
18	DDU	Delivery Duty Unpaid
19	DES	Delivered Ex-Ship
20	ED	Excise Duty
21	EDI	Electronic Data Interchange
22	EMD	Earnest Money Deposit
23	FE	Foreign Exchange
24	FOB	Free On Board
25	GLD	General Landing Date
26	HSN	Harmonised Commodity Description and Coding System
27	LC	Letter of Credit
28	LD	Liquidated damages
29	OEM	Original Equipment Manufacturer
30	P & F	Packing & Forwarding
31	PPP	Purchase Preference Policy
32	SD	Security Deposit
33	PC	Prevention of Corruption
34	IPC	Indian Penal Code
35	MSE	Micro & Small Enterprises
36	OQ, IQ & PQ tests	Operational qualification, Installation qualification and performance qualification tests.
37	CDE	Customs Duty Exemption
38	GCC	General Conditions of Contract
39	ECS	Electronic Clearing System
40	Ex W	Ex Works
41	FCA	Free Carrier
42	NOA	Notification of Award
43	PSBG	Performance Security Bank Guarantee
44	UPLC	Ultra High Performance Liquid Chromatography