



TENDER FOR
PROVIDING AMC SERVICES OF PMD EQUIPMENT
UNDER PAC BASIS THROUGH M/S. WATERS INDIA PVT. LTD.,
HYDERABAD

राष्ट्रीयवनस्पतिस्वास्थ्यप्रबंधनसंस्थान
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
Rajendra Nagar, Hyderabad – 500 030
Website: <http://niphm.gov.in>
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F.No.PROCOREPA/1/2020-SO RNMA2

Date: October 18, 2021

SECTION-I: NOTICE INVITING TENDER

PROPRIETARY ARTICLE CERTIFICATE (BASIS)

1. National Institute of Plant Health Management, is an autonomous Institute under Ministry of Agriculture & Farmers Welfare, Govt. of India is mandated to promote environmentally sustainable Plant Health Management Practices in diverse and changing agro-climatic conditions and provide policy support to Central and State Government on Plant Health Management, Sanitary and Phyto-sanitary issues and emerging bio-security challenges.
2. NIPHM intends for providing AMC Services for a period of TWO years commencing from 01/11/2021 to 31/10/2023 for the following equipment through Single Tender (PAC basis) from M/s. Waters India Pvt. Ltd., H. No. 1-8-437,438, 364 & 445, Splendid Towers, 5th Floor, S.P. Road, Begumpet:-

Sl. No.	Name of the item	Quantity
1.	LC-MS/MS	2
2.	HPLC-PDA	1
3.	HPLC-UV-VIS	1

3. GST Exemption Certificate is NOT APPLICABLE for this Institute. Please submit your quotation with applicable GST percentage (%).
4. The Terms and conditions of GFR, 2017, Manual for Procurement of Goods 2017, Manual for Procurement of Services 2017 and Manual for Procurement of Works 2017 etc. and amendments thereto issued by Govt. of India from time to time will be applicable wherever required and form part of this Tender Document.
5. Tender document is available for viewing on the website of NIPHM, Hyderabad at www.niphm.gov.in.
6. Last date of receipt of bid along with quotation is **08/11/2021**

REGISTRAR

SECTION-II: SCHEDULE OF REQUIREMENT

Providing AMC Services for a period of TWO years commencing **from 01/11/2021 to 31/10/2023** for the following equipment **through Single Tender (PAC basis) from M/s.Waters India Pvt. Ltd., H. No. 1-8-437,438, 364 & 445, Splendid Towers, 5th Floor, S.P. Road, Begumpet:-**

Sl. No.	Name of the item	Quantity
1.	LC-MS/MS	2
2.	HPLC-PDA	1
3.	HPLC-UV-VIS	1

SECTION-III: SCOPE OF WORK UNDER AMC

1. Annual Maintenance Contract (AMC) covers two routine Preventive Maintenance and breakdown calls/repair visit if and when require. Travel and Transport charges include in the cost.
2. Routine Preventive Maintenance includes
 - i) Instrument and fan dust cleaning
 - ii) Input Voltage Verification
 - iii) Inspection of Firmware version, Fan, Flow cell, Tubing and fittings, seal wash system, degasser system, solvent manager door and error log
 - iii) Replace or rebuild of plunger seals, plungers, solvent filters, check valves, solvent management components, lamp and foam filter of detector and tubing
 - vi) Verification of instrument after completion of maintenance task

SECTION-IV: GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Bid Security:** In terms of OM No. F.9/4/2020-PPD dated 12th November, 2020 issued by Ministry of Finance, Govt. of India, bidders are requested to sign "Bid Security Declaration" format **(Annexure – II)** accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.
 - (i) The envelope containing the original "Bid Security Declaration" should bear tender details (Name of bidder, tender no., tender name etc.).
 - (ii) The "Bid Security Declaration" is required to protect the Purchaser against risk of Bidder's conduct.
2. The quotation should be valid for a period **of 180 days** from the date of opening of the tender. Rates are to be quoted in INR (Rupee terms) only and any revision thereof is not allowed after the tender has been opened.
3. The bidder should be either the Original Equipment Manufacturer of the items covered by the Schedule of Requirements given in this document or a Service Provider authorized by the Original Equipment Manufacturer(s) for providing service for the items covered by Schedule of Requirements.
 - (a) The bidder must submit a letter from the Original Equipment Manufacturer of the services quoted, to the effect that the bidder is authorized and competent to provide the required services for same.
 - (b) Bids submitted without OEM Authorization letter will be disqualified.
4. Bidder is requested to mention the applicable GST rate along with HSN code in the quotation so that applicable GST rate will be considered for financial evaluation and Order placement.
5. Contract Period: Bidder is to submit quotation with AMC charges for TWO years.
6. Payment terms:
 - a) The payment will be made on bi-annual mode, i.e., 50 % of the amount after rendering services for 6 months remaining 50% of the amount after completion remaining 6 months subject to satisfactory report received from the concerned division within 30 days.
 - b) In case if agency is intends for advance payment then the advance payment shall be made on half yearly basis, i.e. 50% will be made for the first six months and remaining 50% will be released on completion of six months. (After six months bill will be raised by the company for making the payment along with log book of the Equipment). Further, it is to inform that to release the advance payment the agency is required to submit the Bank Guarantee for 2.5% of the cost of equipment to be obtained from a nationalized bank valid beyond 60 days from the expiry of AMC which is mandatory for making advance payment. During service visit equipment will be thoroughly cleaned, serviced and adjusted.
 - c) The payment will be initiated only after successful completion of AMC coverage period and certified by us upon receipt of Original Invoice along with Service reports for the services provided during AMC period.
 - d) All the payment shall be made by Cheque/DD/RTGS/NEFT after supply and final acceptance by the designated officer.
 - e) The Supplier/firm should submit the invoice in triplicate. The invoice should contain the GST registration number and there should not be any overwriting/cuttings/corrections. An advance stamped receipt should be enclosed along with invoice.
 - f) The supplier shall not claim any interest on payment under the contract.
 - g) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the supplier rates as notified from time to time.
 - h) No payment shall be made for rejected stores. Rejected items must be removed by the supplier within two weeks of the date of issue of rejection advice at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

i) No additional service charges for fixing the spare parts to the equipment will be allowed.

7. Submission of Bids:

1. Duly filled Bid with proper seal and signature of the authorized person (with name, designation & contact no.)
2. Authorization letter issued by the competent authority of bidder authorizing the signatory to sign on behalf of the bidder.

8. Other Terms & Conditions

1. The total cost of Three years AMC is inclusive of all the expenses incurred during the due course of maintenance services such as accessories/third party supplies made during the supply and installation of all the equipment including labour and travelling expenses incurred for onsite repairs. Unless and until mutually agreed by both the parties, in writing, no additional costs under the contract shall be payable to the supplier.
2. The supplier should provide priority onsite repairs and telephone support during the AMC period. General complaint shall be logged through email or telephone to the office of the Agency, who shall be responsible to intimate the complaint No etc. on telephone at the time of logging the complaint by NIPHM.
3. The supplier should escalate to higher levels for resolving the issue pending beyond 48 hours.
4. All replaced parts, if any shall be original of manufacturer's equipment.
5. Any additional visits during the contract period, as and when required in the event of any break down/malfunctioning of the equipment intimation in this regard by the NIPHM is covered in AMC.
6. The Agency while submitting bill towards cost of consumables will certify that this consumable is not provided in AMC as per company policy".
7. The representative from the Agency will be responsible for countersigning the logbook of the complaint received from the caretaker of the equipment on every visit complaint after completion of the job.
8. Supplier will provide coverage of required spares during breakdown of the system.
9. Firmware updates for system hardware will be included as required by the supplier.
10. All service labour charges for systems hardware will be included as required by the supplier.
11. The supplier should ensure" safety of the personnel while attending the maintenance of the equipment under AMC in the purchaser premises is the sole responsibility of supplier organization. Purchaser is not responsible in any manner whatsoever in this regard.
12. Due to any reason, if either NIPHM or the firm wants to withdraw from the contract, they should inform to each other 60 days in advance.
13. Any dispute arising in connection with the terms shall be subject to the exclusive jurisdiction of courts at Hyderabad.
14. The supplier should ensure Safety of the personnel while attending to the maintenance visit by trained and certified service engineer to replace all wear and tear parts. This will form a part of the compliance requirements of the Laboratory.
15. The supplier should ensure highest uptime of the system.
16. After Six months bill will be raised by the company for making the payment along with the log book of the Equipment
17. **Acts of Omission and Commission:**
NIPHM shall in no way be responsible for any acts of omission and commission arising out of any act or situation or circumstance, which may be the direct or indirect consequence of this contract.
18. **Non-Guarantor:** NIPHM shall in no way be responsible and is not a guarantor for any financial dealings by / obligations of the supplier, which may / may not have arisen due to this contract or which may be the direct / in-direct consequence of this contract.
19. All the documents shall be signed, stamped and numbered
20. The quotation should be valid for a period of **180 days** from the date of opening of the tender. Rates are to be quoted in INR (Rupee terms) only and any revision thereof is not allowed after the tender has been opened.

21. **Negotiations:** Negotiations will be held with your agency by a Negotiation Committee constituted by the Competent Authority, NIPHM. The date, time and venue will be intimated in due course of time. Authorized representative from your agency is requested to attend the meeting.
22. OEM/authorized distributor should accept a fall clause and give an undertaking that, in case it supplies or quotes a lower rate to other Governments, Public Sector or Private Organisation, it would re-imburse the excess.
23. Proprietary Article Certificate from the Manufacturer.
24. **Consignee:** Registrar, National Institute of Plant Health Management (NIPHM), Rajendrangar, Hyderabad – 500 030
25. **Payment of Performance Security (PS):** Within ten (10) days after the Supplier's receipt of Notification of Award, the Successful firm(s) shall require to deposit **3% of the order value** as Security deposit/Performance Security either by means of demand draft or bankers Cheque or Bank Guarantee from any nationalized/Scheduled banks in favour of National Institute of Plant Health Management (NIPHM), Hyderabad which should be valid beyond 60 days from the date of completion of all contractual obligations of the supplier including warranty obligation. The security deposit will be released/discharged after 60 days of completion all contractual obligations of the supplier including warranty obligation.

The security deposit shall be forfeited, if the successful bidder fails to supply the stores/services as per specifications mentioned in the tender/P.O or does not accept the assigned work for any reason, whatsoever.

26. **Liquidated Damages:** If the Supplier fails to deliver any or all of the Goods or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price(**6 months contract value**), as liquidated damages, at the rate of 0.5% of the contract price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery, submission of documents and performance, up to a maximum deduction is 10% of the contract price. The delivery of goods means delivery of goods/services with in the delivery period including installation. Once the maximum is reached, the Purchaser may consider termination of the Contract.
27. **GST:-** The GST taxes where legally leviable and intended to be claimed should be distinctly shown in the Tax Invoice submitted by the Seller after supply of the items. Where this is not done it will be treated that the price is inclusive of GST. GST registration No. and date of its validity should be indicated. The firm must quote their TIN No., PAN No., (IT returns) etc. in the quotation (attested copies to be enclosed). The agency is requested to indicate NIPHM GST No.36AAAAN9355N1ZZ on the tax invoice.
28. The contractor shall not be entitled to any increase in the rates.
29. In case the equipment is taken outside for repair work, the contractor will be fully responsible for any loss in transit and will also be responsible for safe delivery of the goods/stores in good conditions at NIPHM.
30. The Competent Authority reserves the right to reject any or all the tenders and annul the bidding process at any time prior to award of Contract, without assigning any reason, without thereby incurring any liability to the affected Bidder or Bidders, and his decision will be final.
31. **Force Majeure conditions:** If at times during the continuance of the Agreement/Contract, it becomes impossible by reason of war or war- like operations, epidemics, pestilence, earthquake, fire storm or floods, the firm shall during the continuance of such contingencies not be bound to execute the contract as per the agreement/contract.

The work shall be resumed immediately after the contingency/cies has/have ceased otherwise determined and the Successful Bidders obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The successful Bidders shall however inform the NIPHM by registered post/fax about such Act duly certified by the commissioner of Labor at

the beginning and end of the above causes of delay within 10 (ten) days of occurrence and cessation of such Force Majeure conditions.

In the event of delay lasting over one month, if arising out of cause of Force Majeure, the NIPHM reserves the right to cancel the contract without any compensation. Only events of Force Majeure which affects the order progressing at the time of its occurrence shall be taken in to cognizance. The NIPHM shall not be liable to pay extra costs due to delayed supplies made under Force Majeure.

32. **Disputes and Arbitration:**

a) All matters relation to any dispute which may arise during the execution of the contract shall be referred to Arbitration of an Arbitrator to be mutually agreed upon between the parties. On the whole, provisions of the Arbitration and Conciliation Act, 1996 shall prevail.

b) The venue of such Arbitration shall be at Hyderabad only. Arbitration suits or any other claims filed in any Court of Law outside Hyderabad City will not be binding on NIPHM.

33. **Jurisdiction:** Subject to the above Clause, it is hereby agreed that Hyderabad City shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this contract agreement. The contract shall be governed by the Laws of Union of India/Government of Telangana in force.

34. **Assignment:** 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.

35. **Subcontracts:** 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.

36. **Governing Language:-** 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.

37. **Applicable Law:-**The Contract shall be interpreted in accordance with the laws of the Union of India.

38. **Notices**

a) 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.

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

39. **Taxes and Duties**

a) 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.

b) 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.

c) 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.

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

e) 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.

40. The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

SECTION-V: STANDARD FORMATS

Annexure – I

ON THE LETTERHEAD OF ORIGINAL EQUIPMENT MANUFACTURER

To whom it may concern

Date: _____

PROPRIETARY CERTIFICATE

We,with our factories at, hereby certify that the following parts quoted (Quotation No.....Dt:.....) are articles of proprietary in nature, and weare the original manufacturer of the said items

The items mentioned below are solely manufactured by us and not by anyone else in the entire world.

Sl. No.	Name of the Equipment	No. of Equipment
1.	LC-MS/MS	2
2.	HPLC-PDA	1
3.	HPLC-UV-VIS	1

Thanking you,

Signed for

(Company Name)

AUTHORIZED SIGNATORY

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

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

Dear Sir,

TENDER: _____.

we, _____, who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby authorize Messrs. (Authorised Dealer/Sole Distributor/Supplier) _____ (name and address of agents) to bid, negotiate and conclude the contract with you against Tender No. _____ for the above goods manufactured/ services to be rendered by us. No company or firm or individual other than Messrs. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

The authorization is valid up to _____

Yours faithfully,

(Name)

For and on behalf of M/s. _____ (Name of manufacturers)/Principal

**TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date: _____

To,
The Registrar,
National Institute of Plant Health Management (NIPHM),
Rajendranagar,
Hyderabad – 500 030

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref No: F. No. PROCOREPA/1/2020-SO RNMA2

Name of Tender / Work: - AMC Services for a period of TWO years

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

(a) www.niphm.gov.in

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from **Page No. 1 to 13**(including all documents like annexure(s), schedule(s), Section(s), etc ..), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

SECTION-VI: CHECKLIST OF DOCUMENTS

TO BE SUBMITTED BY THE AGENCY

Sl. No.	Description of Documents	Tick in the box below after enclosing the document
1.	Quotation of the agency	
2.	Proprietary Certificate of the equipment on the Letterhead of Original Equipment Manufacturers (OEM) – Format enclosed at (Annexure-I) or the agency can also submit in their format.	
3.	Manufactures Authorization Certificate in case of Authorized Dealer - Format enclosed at (Annexure-II).	
4.	Tender Acceptance Letter (Annexure-III)	

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