



राष्ट्रीयवनस्पतिस्वास्थ्यप्रबंधनसंस्थान  
National Institute of Plant Health Management  
कृषि एवं सहकारिता विभाग, कृषि एवं किसान कल्याण मंत्रालय, भारत सरकार  
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F.No. 10/PHM/Proc. of Bio Safety Cabinet/2019-20/02

Date: 17.12.2020.

**इ-निविदा सूचना**  
e-TENDER NOTICE

Sub: Invitation of **Online bids through e-procurement system in Two Cover** for supply of '**Bio Safety Cabinet**' for Plant Health Management Division – Reg.

\* \* \*

Sir/Madam,

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

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

- |   |                                       |
|---|---------------------------------------|
| 1. Last Date & Time for submission of online bids       | <b><u>15.00 hrs on 09.01.2021</u></b> |
| 2. Date & Time for Opening online bids (Technical bids) | <b><u>15.30 hrs on 11.01.2021</u></b> |

Note:

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

**REGISTRAR I/C**

## 1. SUBMISSION OF TENDER THROUGH ONLINE:

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

**I Technical Bid : Bidders are requested to upload the required scanned copies of files as per the following:**

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

**II Price Bid : BoQ Document**

Bidders are required to download the BOQ file, open it and **fill the data in Column Nos 6 (Applicable GST %) & 7 (Basic Rate [incl. all other charges except GST]) (unprotected) cells with their respective commercial quotes and name of the bidder at Row-8.** 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.

Note:

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

## 2. GENERAL INSTRUCTIONS:

- 1) 'Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 effective with immediate effect.

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

*Non - Local supplier* means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ Non-local suppliers' for different types of procurement

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.
- (c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

**3A. Purchase Preference**

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get

purchase preference over 'Class-II local supplier' as well as Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. Applicability in tenders where contract is to be awarded to multiple bidders** -In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as Non-local supplier', as per following procedure:

- (a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- (b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- (c) If 'Class I Local suppliers' qualify for award of contract for **at least** 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- (d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on
  - (e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.
- 4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
- 5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.
- 6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
- 7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
- 8. **Verification of local content:**
  - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
  - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.



- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
  - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
  - h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
    - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
    - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
    - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.
9. **Specifications in Tenders and other procurement solicitations:**
- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
  - b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
  - c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
  - d. **Reciprocity Clause**
    - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CM Ds/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
    - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
    - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
    - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
    - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

10. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
11. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
12. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- 13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.
14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,
  - a. reduce the minimum local content below the prescribed level; or
  - b. reduce the margin of purchase preference below 20%; or
  - c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman

Secretary, Commerce—Member

Secretary, Ministry of Electronics and Information Technology—Member

Joint Secretary (Public Procurement), Department of Expenditure—Member

Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
  - a) shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
  - b) shall annually assess and periodically monitor compliance with this Order
  - c) shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
  - d) may require furnishing of details or returns regarding compliance with this Order and related matters
  - e) may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
  - f) may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
  - g) may consider any other issue relating to this Order which may arise
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.
21. The Bidders are requested to examine the instructions, terms & conditions and specifications given in the Tender. Failure to furnish requisite information in all respects may result in rejection of the bid.
22. Any offer made in responses to this tender when accepted by NIPHM will constitute a contract between the parties.
23. The Contract shall be interpreted under Indian laws and all disputes will be resolved **within Hyderabad Jurisdiction**. In case of any dispute, the decision of NIPHM, Hyderabad shall be final and binding.
24. The supplier will be fully responsible for any loss in transit and will also be responsible for safe delivery of the goods/stores in good conditions at NIPHM.
25. The quantity of items may increase or decrease at the time of award of purchase order depending on the actual need/requirement of NIPHM.
26. Quotation should be valid for a minimum period of 90 days from the date of opening of price bid. The NIPHM reserves the right to accept or reject any part/full of the quotation without assigning any reasons whatsoever.



27. **The rates quoted should be inclusive of all charges such as packing, forwarding, insurance and loading, unloading, freight and clearance etc. and bidder should supply goods at premises of NIPHM at his cost.**

28. The rates should be mentioned clearly in both figures and words for each item in the quotation. If there is any variation in figures and words, rates quoted in words will be taken in to consideration. The overwriting, cutting, erasing, if any should be indicated clearly and should be duly attested.

### **3. Country of Origin**

- a) 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.
- b) The origin of Goods and Services is distinct from the nationality of the Supplier.
- c) 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.
- d) The country of origin should not be “China” or “PRC”

### **4. Standards**

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. CLARIFICATIONS IN THE TENDER**

- a. A prospective Bidder requiring any clarification regarding the Tender may address the Tender Inviting Authority through online up to 6 days prior to the last date. NIPHM will respond in writing to any request for clarification in the Tender.
- b. The responses to the clarifications will also be notified on NIPHM’s website <http://niphm.gov.in>.

### **6. Amendments to the Tender**

- a. NIPHM may amend the Tender Conditions up to 5 days prior to the last date for submission of online bids.
- b. Amendment to the tender, in response to clarifications sought by prospective Bidders, is solely at the discretion of NIPHM. Such amendments will be notified on NIPHM’s website and CPP Portal <https://eprocure.gov.in/eprocure/>
- c. NIPHM, at its discretion, may or may not extend the due date and time for the submission of bids on account of amendments. Extension of time will be notified on NIPHM’s website and CPP Portal <https://eprocure.gov.in/eprocure/>
- d. All the Bidders are advised to periodically browse NIPHM website <http://niphm.gov.in> and CPP Portal <https://eprocure.gov.in/eprocure/> for any amendments or corrigenda issued in connection with this Tender. NIPHM will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidders’ failure to update the bid documents based on changes announced through the website.

- I.** The supplier shall not be entitled for any increase in the rates.
  - II.** The agency shall not transfer or assign sub-contract to any other party.
  - III. The Price should be quoted only in Indian Rupees.**
  - IV. Corrupt or Fraudulent Practices:** Bidders should observe the highest standard of ethics during the procurement and execution of such contracts.
    - “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution, and
    - “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- NIPHM will reject a proposal for award if it is found that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.**

## 7. पात्रतामानदंड/ ELIGIBILITY CRITERIA:

निविदाकारोंको निविदाको कोटिंग करनेके लिए निम्न लिखित पात्रता मानदंड को पूरा करना होगा एवं खंड- I के अनुसार अपनी पात्रता प्रमाणित करनेके लिए स्कैन हुई दस्तावेजों की प्रतियां अपलोड की जानी चाहिए।

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

Sl. No	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility
1	<p>बोली लगाने वाला मदका विनिर्माता या प्राधिकृत डीलर/ एजेंट होगा।</p> <p>The Bidder shall be a manufacturer of the items or an Authorized Dealer/Agent</p>	<p>फर्म / कंपनी या डीलर का पंजीकरण प्रमाण पत्र/ एजेंट प्रमाण पत्र के मामले में विधिवत हस्ताक्षरित और मुद्रित।</p> <p>Registration Certificate of the firm / Company or In case of Dealer/Agent authorization certificate from Manufacturer/ Principal on letter head duly signed and stamped.</p>
2	<p>फर्म को ऐसी वस्तुओं को निपटाने / आपूर्ति करने में कम से कम 3 वर्ष का अनुभव होना चाहिए।</p> <p>The firm should have at least 2 years' experience at least one experience certificate for 2 different years after 01.04.2015 in dealing/supplying such items.</p>	<p>यह दस्तावेज (कार्य आदेश) साबित करने के लिए एक कंपनी / फर्म ने अपने व्यापार में 3 साल तक ऐसी वस्तुओं की आपूर्ति की है। बोली दाता को प्रत्येक कैलेंडर वर्ष के लिए अलग अलग अनुभव प्रमाण पत्र जमा करना चाहिए। (कार्य आदेश / स्थापना प्रमाण पत्र)।</p> <p>Documents (work orders) to prove that the company / firm has supplied such items in their business for 3 years from 01.04.2014 onwards. The bidder should submit the experience certificate for each calendar year separately. (Work Orders/ Installation Certificates).</p> <p><b>Client's feedback:</b></p> <p>पिछले बोली दाताओं द्वारा संतोषजनक कार्य निष्पादन संबंधी रिपोर्ट प्रस्तुत किया जाना चाहिए।</p> <p>Satisfactory work execution reports from previous clients may be submitted on their letter head having contact details in the following points.</p> <ol style="list-style-type: none"> <li>1. Timely completion: within time period/ extended period if any.</li> <li>2. Cost escalation issues: completed with the contract value / increased or decreased.</li> <li>3. Quality of work and material used:</li> <li>4. Attitude of agency</li> </ol> <p>*(Note to client: work efficiency and material 1 to 5 scaling may be given for the above points. Where 1 denotes least efficiency and 5 denotes, is best efficiency.</p> <p>1 is for poor performance, 2 for average, 3 for satisfactory, 4 for good and 5 for excellent. Aggregate total of above points if less than 3 are not qualified for bidding. The above satisfactory report may be certified by the Head of Institution / organization / Division i/c.</p>

S. No	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility						
3	<p>निर्माताओं के संबंध में रुपये का सकल वार्षिक कारोबार रु। पिछले तीन वित्तीय वर्षों (वित्तवर्ष 2016-17, 2017-18, 2018-19) के दौरान कम से कम एक वर्ष के लिए 50 लाख.</p> <p>In respect of manufacturers gross annual turnover of Rs.50 Lakhs at least for one year during last three financial years (FY 2016-17, 2017-18 and 2018-19).</p> <p>प्राधिकृत डीलर के संबंध में विनिर्माता के कारोबार (टर्नओवर) को शामिल किया जाएगा।</p> <p>In respect of authorized dealer, the turnover of the manufacturer will be taken into account.</p> <p>अन्य बोली लगाने वालों के सम्बन्ध में सकल कारोबार 30 लाख होना चाहिए, पूर्व के तीन वर्षों में किसी भी एक वर्ष में (2016-17, 2017-18, 2018-19)</p> <p>In respect of other bidders the annual gross turnover should be at least Rs. 30.00 lakhs (Rupees thirty lakhs only) at least for one year during last three financial years (FY 2016-17, 2017-18 and 2018-19). Turnover is not applicable to registered suppliers with MSME/NSIC registered Units</p>	<p>विधिवत तौर पर हस्ताक्षरित वार्षिक लेखा की प्रति चार्टर्ड अकाउंटेंट द्वारा टर्नओवर सर्टिफिकेट वित्तवर्ष 2016-17, वित्तवर्ष 2017-18 और वित्तवर्ष 2018-19 के लिए संलग्न किया जा सकता है।</p> <p>Turnover Certificate by a Chartered accountant should be enclosed for FY 2016-17, FY 2017-18 &amp; 2018-19.</p>						
4	<p>कंपनी का आयकर निर्धारण कम से कम पिछले 03 वर्षों की अवधि का होना चाहिए।</p> <p>The firm should be income tax assessee at least for a period of three years for the last 3 Assessment years.</p>	<p>आयकर विवरणों की पावती की प्रतियां स्व-अनुप्रमाणित एवं कंपनी का पैन कार्ड संलग्न होना चाहिए।</p> <p>Self- attested copies of the acknowledgments of Income tax returns for AY 2017-18, AY 2018-19, AY 2019-20 and PAN Card of the firm should be enclosed.</p>						
5	<p>कंपनी/व्यवसाय जीएसटी के तहत पंजीकृत होना चाहिए</p> <p>The firm should be registered under GST.</p>	<p>जीएसटी पंजीकरण प्रमाण पत्र की स्वयं-अनुप्रमाणित प्रतियां</p> <p>Self-attested copy of the certificate of GST registration.</p>						
6	<p>विभिन्न मदों के लिए बिडरों की ओर से एक से अधिक विनिर्माता होने पर वह उन विनिर्माताओं के लिए एक प्राधिकृत डीलर/एजेंट होना चाहिए।</p> <p>In case a bidder bids on behalf of more than one Manufacturer for different items, he should be an Authorized Dealer/Agent for those manufacturers.</p>	<p>प्रत्येक विनिर्माता से डीलरशिप/एजेंट प्रमाण पत्र होना चाहिए।</p> <p>Dealership/Agent Certificate from each manufacturer, along with authorization to participate in the tender on behalf of the manufacturer/company.</p>						
7	<p>बयाना जमाराशि</p> <p>Earnest Money Deposit</p>	<table border="1"> <thead> <tr> <th>S No</th><th>Name of the equipment</th><th>EMD In Rs.</th></tr> </thead> <tbody> <tr> <td>1</td><td>Bio safety Cabinet</td><td>12,400</td></tr> </tbody> </table> <p>The firm(s) shall require to submit the EMD in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (to remain valid for a period of 45 days beyond final bid validity) from any of the Commercial Banks. or payment online in an acceptable form. However preferably in Fixed Deposit Receipt /Term Deposit Receipt mode should be drawn in favour of 'NATIONAL</p>	S No	Name of the equipment	EMD In Rs.	1	Bio safety Cabinet	12,400
S No	Name of the equipment	EMD In Rs.						
1	Bio safety Cabinet	12,400						

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

- a. To supply quality products which substantially match the specifications laid down by NIPHM. **The specifications of items offered shall be mentioned in the comparative statement vide Annexure – II.**
- b. The Bidder should provide Warranty for a minimum **period of 2 years (as per the technical specifications mentioned at annexure II)** for products quoted. For defects noticed during the Warranty period, replacement/rectification should be arranged **free of cost within a month.**
- c. The items to be supplied should be of standard quality.
- d. Director General, NIPHM reserves the right to reject any or all the quotations received without assigning any reason whatsoever.
- e. **Terms of Supply:** The firm should supply the items **within 30 days** from the date of purchase order.
- f. **Price Bid Validity: Bids shall remain valid for 90 days from the date of opening of Price bid.** However, the purchaser reserves the right to seek consent for an extension of the period of validity.

## 9. Rates and Prices: a. Bidders should quote the rates in the format given in Price Bid - Annexure – III. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over writings are permissible. Price quoted shall be firm and final.

- c. Price quoted shall be firm and any variation in rates, prices or terms during validity of the bid shall result in forfeiture of EMD.
- d. Prices quoted should be for **FREE DELIVERY** at NIPHM, Hyderabad-500 030.
- e. The rates quoted should be inclusive of charges such as Octroi, packing, forwarding, insurance and loading, unloading, any other taxes (**excluding GST**), freight and clearance etc.
- f. **GST will be paid based on the prevailing rates of Govt. of India from time to time with respect to above items upon submission of Tax Invoice by the agencies after supply of the items.**
- g. The percentage of GST, surcharge, if applicable and other levies legally leviable and intended to be claimed should be clearly indicated in the tax invoice submitted by the agencies after supply of the items. Where this is not done, no claim on these accounts would be admissible later.
- h. Price quoted in the price bid shall be final and no further claims over and above the price quoted by the bidder shall be payable by NIPHM unless and otherwise agreed mutually in writing and bidder should undertake to supply goods at NIPHM at his cost.
- i. The rates should be mentioned clearly in both figures and words for each item in the quotation. If there is any variation in figures and words, rates quoted in words will be taken into consideration. The overwriting, cutting, erasing, if any should clearly be indicated duly attested.
- j. The Price should be quoted only in Indian Rupees.

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

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

## 12. SIGNING OF BIDS

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

- i) **A “Sole proprietor” of the concern or constituted attorney of such sole proprietor;**



- ii) *A partner of the firm, if it is a partnership firm in which case he must have authority to execute on behalf of the firm.*
- iii) *Director or a Principal Officer duly authorized by the Board of Directors of the Company, if it is a Company.*
- a. The bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. **Bidders are requested to sign each and every page of the tender document including Annexure(s) attached thereto.**
- b. Any alterations, erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorised to sign the bid. Tender documents should be free from over writing.

### **13. ACCEPTANCE OF TENDER / CONDITIONS OF THE CONTRACT**

- a. The final acceptance of the Tender is entirely vested with NIPHM which reserves the right to accept or reject any or all of the Tenders in full or in part.
- b. After acceptance of the Tender by NIPHM, the Bidder shall have no right to withdraw his Tender and **Prices payable to the Supplier as stated in the Contract shall be final and are not subject to any adjustment during performance of the Contract.**
- c. If a Tenderer withdraws the tender after the closing date specified in the tender (or) in the case of the Successful Tenderer failing to supply the items as per specification mentioned in the purchase order or does not accept the purchase order for any reason, whatsoever, the EMD submitted by the firm/agency will be forfeited without further intimation.

### **14. Liquidated Damages**

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, at the rate of 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.

### **15. Termination for Default**

- 1. The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or part:
  - (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or with any extension thereof granted by the Purchaser; or
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
  - (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

‘For the purpose of this clause

“corrupt practice” means the offering, giving, receiving or soliciting of 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.

- 2. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess

costs for such similar Goods or Services. The same may at any time thereafter be deducted from any amount that may become due to the supplier this or any other contract or from the Performance Security or may be demanded of him to be paid within 7 days to the credit of the NIPHM. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **16. Force Majeure**

1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 2) 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.

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

- (i) Bidders will be eligible for further processing only if they fulfil the following criteria
  - (a) Compliance with the eligibility Criteria.
  - (b) Compliance with Technical and capacity requirements.
  - (c) NIPHM will prepare a list of Bidders whose bids are substantially responsive with the technical and capacity requirements as given in Tender form. The Tenders which do not match eligibility criteria or which do not conform substantially to the Technical Specifications shall be rejected. The Eligible bidders alone will be considered for further evaluation.
- (ii) 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.
- (iii) Deviations in the delivery schedule and Payment schedule are not permitted.
- (iv) 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 23<sup>rd</sup> March, 2012 and subsequent order dated 9<sup>th</sup> November, 2018.

In accordance to the above notifications, in tenders, where the L1 (evaluated price) bidder is a non-MSE, up to 25% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate. A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs. A share of 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Women entrepreneurs. In the case of an Women owned MSEs failing to participate in the tender or not meeting the tender requirements, this 3% sub-target shall be met by other participating MSEs.

The above shall be subject to that the participating MSE (including SC/ST and women owned MSEs) bidders shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price. In

case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 25% of the order will be shared equally by them. Where the MSE is SC/ST owned, they shall be exclusively awarded a share of 4% of the above 25% and Where the MSE is Women owned, they shall be exclusively awarded a share of 3% of the above 25%, in addition to equally sharing the balance 18% with other non-SC/ST MSEs. In case of more than one SC/ST MSEs matching the L1 price, they shall equally share 4% of the order, and additionally share the balance 18% with other non-SC/ST, non-Women MSE bidders. In case of more than one Women MSEs matching the L1 price, they shall equally share 3% of the order, and additionally share the balance 18% with other non-SC/ST, non-Women MSE bidders.

- (d) Qualifying Criteria for MSEs , SC/ST vendors ,WOMEN OWNED MSEs:
- i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME):-
    - National Small Industries Corporation (NSIC)
    - District Industries Centres (DIC)
    - Coir Board
    - Khadi and Village Industries Commission(KVIC)
    - Khadi and Village Industries Board(KVIB)
    - Directorate of Handicrafts and Handloom
    - Aadhar Udyog Memorandum
  - ii. SC/ST owned enterprises ( i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
    - District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
    - Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
    - Revenue Officer not below the rank of Tehsildar
    - Sub-divisional Officer of the area where the individual and/or his family normally resides
  - iii. Women owned MSEs ( i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) bidders must submit additionally submit certificate from any of the following:
    - Aadhar Udyog Memorandum
    - National Small Industries Corporation (NSIC)
    - Certificate /document mentioning women as owner of MSE
  - iv. The registration shall be valid as on date of placement of order. A self-attested photocopy of the relevant certificate shall be submitted as a support document.
  - v. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

Note:-

i) The above benefits shall be allowed to only manufacturing Micro and Small Enterprises and not to traders / agents for supply of material/stores. This includes the procurement of items from the list of specifically reserved 358 items for MSE as per the Policy.

ii) Bidders registered under the “services” category will only be considered for execution of the work.

All MSE bidders shall register / declare their UAM Number on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.

## 18. Price Bid Evaluation:

Opening of Price Bid: Bidders who are qualified in Technical Bid only will be called for Price Bid opening. The technically qualified bidders alone will be informed about the date and time of opening of the Price Bid and their Price Bids alone will be opened on the due date and time in the e-procurement portal. The contract will be entrusted to the Bidder, whose bid has been determined as L1. **L1 will be arrived after considering basic price (inclusive of other charges, if any). Other charges do not include GST, as GST will be paid as applicable at the time of supply on submission of Tax Invoice.** In case the L1 agency who has been awarded the e-tender fails to execute the contract, NIPHM will have the right to choose L2 and shall recover the excess cost from L1 as penalty for backing out after award of contract. NIPHM further reserves the right to take legal action to get such firms black listed.

## 19. REJECTION OF TENDER:

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

## 20. PAYMENT OF PERFORMANCE SECURITY (PS):

The Successful firm(s) shall require to deposit 10% of the order value as Security deposit/Performance Security in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form. However preferably in Fixed Deposit Receipt/ Term Deposit Receipt (TDR) obtained from any nationalized/Scheduled banks in favour of National Institute of Plant Health Management (NIPHM), Hyderabad which should be valid beyond 60 days from the date of completion of all contractual obligations of the supplier including warranty obligation. The security deposit will be released/discharged after 60 days of completion all contractual obligations of the supplier including warranty obligation.

## 21. EMD Amount and Mode of Submission:

*The bidders should submit EMD mentioned in the table below for the equipment quoting in in the form of Account Payee DemandDraft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form any of the acceptable mode. However preferably in Fixed Deposit Receipt /Term Deposit Receipt mode should be drawn in favour of 'NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT', payable at Hyderabad-500030 and should be submitted to the office on or before tender closing date & time. If EMD is not received by closing date & time, bid submitted by default bidder shall be rejected. EMD valid for a period of 45 days beyond final bid validity.*

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

- e) If a bidder withdraws the bid during the period of tender validity specified in the tender (or) in the case of the Successful Bidders, if the bidder fails to sign the contract or to remit Security Deposit, the EMD amount shall be forfeited to the NIPHM.
- f) The bidders claiming exemption from submission of EMD shall submit valid NSIC/DIPP/MSEs certificate and such certificate shall be valid on the date of submission of bid and as per Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012.

**EMD details:**

<b>Sl. No</b>	<b>Item Description</b>	<b>EMD Amount (In Rs.)</b>
<b>1</b>	<b>Bio safety Cabinet</b>	<b>Rs. 12,400/-</b>

**22. INDEMNITY:**

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

**23. CONFIDENTIALITY:**

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

**24. Inspection and Testing:**

- a) The Supplier shall provide for each CRM a Manufacturer's Quality certificate that the item conforms to specifications laid down in this Contract.
- b) Goods shall not be dispatched/ shipped unless a satisfactory Manufacturer's Quality certificate, as above, has been issued in respect of those goods.
- c) 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 goods to the satisfaction of the Purchaser/consignee.
- d) 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 goods on receipt at destination.



## **25. TERMS OF PAYMENT:**

Payment will be released within 30 days after supply, Installation, Commissioning and acceptance by the officer of NIPHM to that effect and submission of Performance security of 10% of order value.

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

## **26. The Rules of procedure for arbitrations proceedings shall be as:**

1. (a) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.).

(b) If one of the parties fails to appoint its arbitrator in pursuance of above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.) both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Registrar of the Indian Council of Alternate Dispute Resolution (I.C.A.D.R.), making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Hyderabad, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

Where the value of the contract is up to Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.), Hyderabad.

**27. Notwithstanding any reference to arbitration herein,**

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

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

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

**30. Place of Delivery:** The equipment should be delivered at NIPHM, Rajendranagar, Hyderabad.

\* \* \* \* \*

**1. BIDDER'S PROFILE- PART-A:****SUPPLY OF BIO SAFETY CABINET (Laboratory Equipment) :**

1	<b>Profile</b> a) Name b) Regd. Address c) Address for correspondence d) <u>Contact Person's</u> i) Name & Designation ii) Address iii) Tel. No. Landline & mobile iv) Email ID	
2	Type of Firm	Sole Proprietor / Private Ltd. / Partnership / Co-operative / Public Co. (Pl. tick and enclose copy of Memorandum/Articles of Association/ Certificates of Incorporation)
3	Please mention PAN/GIR NO. & date & year of Registration. (please enclose photocopy)	
4	GST registration No. (please enclose photocopy)	
5	The annual gross turnover during last three years. (Please enclose copies of ITR/Audited balance sheet and P&L account etc.)	
6	Technical specifications supported by printed literature of the manufacturer, giving all the details of conformity and non conformity if any. Additional features if any with support. *	
7	The firm should be income tax assessee at least for a period of three years (Income Tax returns to be enclosed).	
8	The firm should have at least 3 years' experience at least one experience certificate for 3 different years after 01.01.2014 along with clients feed back.	

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

Signature of authorised signatory

Name : \_\_\_\_\_

Designation \_\_\_\_\_

Seal :

**2. तकनीकीविनिर्देशन/Technical specifications:**

S. No	Name of the equipment	Specifications	Qty.
1.	Bio safety cabinet	<p>4' width cabinet with following specs EN 12469 Certified cabinets certificate of the quoted model should be attached</p> <p>Recirculation 70% &amp; Exhaust 30%      Average Air Flow Velocity</p> <p>Inflow : 0.45 m/s (90 fpm) at initial setpoint, audible/visual alarm should activate at 0.40 m/s (80 fpm)</p> <p>Downflow : 0.30 m/s (60 fpm) at initial setpoint with uniformity of better than +/- 20%      Noise Level &lt; 62 dBA according to EN 12469</p> <p>Fluorescent Light Intensity At Zero Ambient &gt;1190 Lux (&gt;111 foot candles)</p> <p>Cabinet Construction should include</p> <p>Main Body: 1.2 mm (0.06") not less than 19 gauge ,electro galvanized steel with white oven-baked epoxy antimicrobial powder coated finish</p> <p>Work Zone: 1.5 mm (0.06") 16 gauge stainless steel, type 304, with 4B finish</p> <p>Interior work area formed from a single piece of stainless steel with large radius corners to simplify cleaning.</p> <p>ULPA filters with efficiency greater than 99.999 % for superior operator and product protection      Standard Compliance</p> <p>Filter performance: IEST-RP-CC034.1, IEST-RP-CC007.1, IEST-RP</p> <p>Electrical safety: IEC 61010-1 / EN 61010-1 / UL 3101-1 / hsrig, CSA C22.2 No. 1010.1-92      ISO Class 3 air cleanliness in work zone.</p> <p>Negative pressure plenum should surround contaminated positive pressure plenum for quiet, uniform airflow</p> <p>Microprocessor Control with temperature compensated airflow sensor for supervising all cabinet functions.</p> <p>Antimicrobial coating on all painted surfaces to protect against surface contamination</p> <p>Should utilize an extremely efficient backward curve fan, allowing for exceedingly low levels of cabinet power consumption.</p> <p>Advanced separator less mini-pleated ULPA filters tested to &gt; 99.999% efficiency for 0.1 - 0.3 micron particulates.</p> <p>Digital read-out with alpha-numeric display should indicate all input, status and alarm functions.</p> <p>An administrator controlled PIN (Personal Identification Number) which can be set to restrict access to main menu</p> <p>The cabinet work zone should not have welded joints to collect contaminants or rust.</p> <p>A recessed central area and stainless steel drain pan channels for preventing liquids from entering the lower filtration and blower systems</p> <p>Angled viewing window and narrow profile front grille to improve reach into the work area</p> <p>Front armrest raised above the work zone to improve comfort and to ensure no airflow blockage      Frameless, shatterproof sash for easier cleaning, and for larger, unobstructed viewing area</p> <p>The Biohazard Safety Cabinet Should be individually tested, documented by serial number and validated with the following test methods.</p> <ul style="list-style-type: none"> <li>• Inflow / down flow velocity</li> <li>• PAO Aerosol challenge for filter integrity Light, noise and vibration</li> <li>• Airflow pattern visualization Electrical safety to IEC61010-1</li> </ul> <p>Power: Electrical 220-240V, AC, 50Hz, 1ø</p> <p>UV light must be programmable to allow for specific exposure times from 0 to 24 hours and safety interlock to prevent UV illumination when window is open.</p> <p>Along with all accessories for smooth function as per the standards</p> <p><b>2 years warranty</b></p>	1 No

**PRICE BID**

PRICE BID / BOQ (In xls. Format only)

- 1) Financial Bid as BoQ\_XXXX.xls to be filled online & submitted. Please note that the file name should not be changed.
- 2) Bidders are requested to quote the final price (after discount) for the required pack size only (required pack is clearly mentioned in BOQ).

**Note:**

- 1) Items should be delivered at NIPHM.
- 2) Prices should be quoted only in Indian rupees (*inclusive of all other charges except GST*)
- 3) The quantity of items may be increased or decreased depending on the actual need/requirement of NIPHM.

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

Signature of authorised official  
(With seal and stamp)



## i. प्राधिकारपत्रहेतुप्रपत्र/FORMAT FOR AUTHORISATION LETTER

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

महोदय/महोदया  
 Sir/Madam,

हमएतद्वारा ----- कोबोली(बिड)  
 प्रस्तुतकरनेएवंभागलेनेहेतुतथाप्रस्तुतकि एगएसंविदासंदर्भ -----  
 परहस्ताक्षरकरनेकेलिएप्राधिकृतकरतेहैं। इससंबंधमेंउनकेद्वारालियागयाकोईभीनिर्णयहमेंस्वीकृतहै।

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

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

स्थान/Place:

दिनांक/Date :

## ii. FORMAT FOR UNDER TAKING

## UNDERTAKING

- a. मैं/हमवचनदेताहूँ  
/देतेहैंकिमैंने/हमनेसभीनिबंधनएवंशर्तोंकोसावधानीपूर्वकअध्ययनकरलियाहैएवंरावस्वाप्रसं  
(एनआईपीएचएम)केप्रस्तावितआपूर्तिसंबंधीमानदण्डोंकोसमझलियाहैतथाउल्लिखितसभीमानदंडों  
काअनुपालनकरूंगा/करेंगे।  
*I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed supplies of the NIPHM and shall abide by them.*
- b. मैं/हमयहभीवचनदेताहूँ/ देतेहैंकिमैंने/हमने“दिनांक----- केनिविदाकेसंलग्नक-IIमेंउल्लिखितआपूर्तिकरनेसंबंधीमानदण्डोंएवंतकनीकीविनिर्देशनविशिष्टि”कोसमझलियाहैएवं “  
आपूर्तिसंबंधीमानदण्डोंएवंविनिर्देशनविशिष्टि”केअनुसारआपूर्तिकरूंगा/करेंगे”।  
*I/We also undertake that I/We have understood “Parameters and Technical Specifications for making the supplies” mentioned in Annexure-II of the Tender dated \_\_\_\_\_ and shall make the supplies strictly as per these “Parameters and Technical Specifications for the supplies”.*
- c. मैं/हमआगेयहभीवचनदेताहूँ  
/देतेहैंकिइसनिविदामेंसभीसंदर्भोंमेंदी गईसूचनाएंमेरीअधिकतमजानकारीकेअनुसारसहीऔरसत्यहैएवंमैं  
/हमइसकेप्रतिपूरीजिम्मेदारीलेताहूँ /लेतेहैं।औरफर्म / कंपनीकोकिसीभीसरकारीकार्यालय / मंत्रालय /  
विभाग / पीएसयू / प्रतिष्ठितसंगठनऔरबैंकआदिद्वारासूचीबद्धनहींकियागयाहै।  
*I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same and the firm / company has not been black listed by any Government Office/Ministry/ Department/PSUs/reputed organisation and banks etc.*
- d. मैं/हमआगेयहभीवचनदेताहूँ /देतेहैंकिहमबंदरगाह /  
सीमाशुल्कसेशिपमेंटकी/निक/सीकरनेऔरएनआईपीएचएमकोआपूर्तिकरनेकीपूरीजिम्मेदारीलेताहूँ  
/लेतेहैं।आगेमैं /  
हमएनआईपीएचएममेंउपकरणोंकीआपूर्तिऔरस्थापितकरनेकेलिएपूरीतरहउत्तरदायीहैंऔरसीमाशुल्क  
निकासी, परिवहनइत्यादिकीसभीलागतेंहमारेद्वारा वहनकियाजाएगा।  
*I/We undertake to clear the shipment from port/ customs and supply to NIPHM. Further I/We are solely responsible for supply and installing the equipment's at NIPHM and all the costs towards customs clearance, customs duty, transport etc.*

दिनांक : (कंपनीकेमोहरसहितनिविदाकारकेहस्ताक्षरएवंदिनांक)

Dated at

(Dated signature of Bidder with stamp of the firm)

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

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

## **REGISTRATION :**

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

## **SEARCHING FOR TENDER DOCUMENTS:**

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

### **PREPARATION OF BIDS :**

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

### **SUBMISSION OF BIDS :**

- 1) Bidder should log into the e-procure website well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable **and** enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the TDR or any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details(such as name of the bidder). No other cells should be changed. Once the

Details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.