



इ-निविदा सूचना
e-TENDER NOTICE

E-Tender for procurement of
Certified Reference Materials of Pesticides
for the year 2020-21

राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान
National Institute of Plant Health Management
कृषि एवं सहकारिता विभाग, कृषि एवं किसान कल्याण मंत्रालय, भारत सरकार
Department of Agriculture & Cooperation
Ministry of Agriculture & Farmers Welfare, Government of India
Rajendra Nagar, Hyderabad – 500 030
Website: <http://niphm.gov.in>
Telephone: 9140-24015374; E-mail: niphm@nic.in; Tele-Fax: 9140-24015346

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Hyderabad – 500 030
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F.No.16/PMD/CRM Proc./2020-21

Date: October 28, 2020

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SECTION-I: NOTICE INVITING TENDER

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.

NIPHM invites **‘Online bids through e-procurement (<https://eprocure.gov.in/eprocure/>) for procurement of Certified Reference Materials (Pesticide Standards) in ‘Two bid’ system from Registered or Licensed Agencies/Firms/Organizations/authorized distributors/dealers dealing in such items. The brief details are given below:-**

Sl. No.	Item Description	Bid Security	Remarks
1.	Certified Reference Materials of Pesticides for the year 2020-21	Rs.60000/-	The list of items & tentative quantities mentioned in the Schedule of Requirement (Section-V). The quantity of items may increase or decrease at the time of award of purchase order depending on the actual need/requirement of NIPHM to an extent of $\pm 50\%$.

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

- Last Date & Time for submission of online bids** **15:00 hrs on 18/11/2020**
- Date & Time for Opening online bids (Technical bids)** **16:00 hrs on 19/11/2020**

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

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

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

4. Detailed tender document may be downloaded from Central Public Procurement (CPP) portal (<https://etenders.gov.in/eprocure/app>) prior to the deadline for submission of bids. NIPHM 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.

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

6. All bids must be accompanied with a scanned copy of bid security (Either in PDF or zip format). In case bidder has any problem in uploading the scanned copies of instruments for payment of Bid Security, he/she must submit the copy of original Bid Security at National Institute of Plant Health Management Office address before opening of bid. The Bid Security shall be deposited in "ORIGINAL" in a sealed envelope within a week from the date of opening to the address given above.

7. The bids are required to be uploaded in two separate parts i.e. Technical bid & commercial bid. The Technical bids will be opened in the presence of bidders or their representatives who choose to attend on the specified date and time at the office of the NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT at the address given above.

8. The commercial bids of bidders whose Technical bids get qualified would be opened at a later date. The bidders may visit National Institute of Plant Health Management website: <http://niphm.gov.in> and www.eprocure.gov.in for more information and/ or download the bid document.

10. Instructions regarding submission of online bids are available at URL: <https://eprocure.gov.in/eprocure/>.

11. **Bids should be submitted through online only. Manual / physical bids will not be accepted.**

Sd/-
REGISTRAR i/c

SECTION II. INSTRUCTIONS TO BIDDERS (ITB)

- 1) **Purchase Preference Policy:-** The Purchaser reserves the right to give purchase preference to the Micro and Small-Scale Enterprises as per the policies of Govt. of India in vogue. For availing this preference, the bidder should submit documents as per ITB clause 15 mentioned below in this tender document.
- 2) **Clarifications in the Tender:-**
 - (a) A prospective Bidder requiring any clarification regarding the Tender may address the Tender Inviting Authority through online up to 10 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> and e-procurement portal <https://eprocure.gov.in/eprocure/>.
- 3) **Amendments to the Tender:-**
 - (i) NIPHM may amend the Tender Conditions up to 5 days prior to the time fixed for receipt of the Tender.
 - (ii) 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/>
 - (iii) 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/>.
 - (iv) 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.
- 4) **Bid Validity:-**
 - (a) Bids shall remain valid for a period of **75 (seventy five) days** after the last date of Bid submission prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
 - (b) In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. However, a Bidder agreeing to the request will not be required nor permitted to modify his bid.
- 5) **Modification and Withdrawal of Bids**
 - (a) The Bidders shall submit offers which comply strictly with the requirements of the Bid Document as amended from time to time. Alternative bids or any modifications by the tenderer (after bid opening) shall render the Tender invalid.
 - (b) The bidder can modify, substitute, re-submit or withdraw its e-bid after submission but prior to the deadline for submission of bids. No Bid shall be modified, substituted or withdrawn by the bidder after the deadline for submission of bids. Withdrawal or Modification of bid after the deadline for submission of bids may result in the invalidation of bid and forfeiture of Bid Security.
 - (c) Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids, unless the same has been explicitly sought for by National Institute of Plant Health Management, shall be disregarded.

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

6) OEM/Authorised Dealer/Agents of Supplier

- (a) Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- (b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

7) Conflict of Interest among Bidders/Agents

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (i) they have controlling partner (s) in common; or
- (ii) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- (iii) they have the same legal representative/agent for purposes of this bid; or
- (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- (v) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
- (vi) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal.
- (vii) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- (viii) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

8) Quotation received from Dealers / Agents for items not manufactured by them

When a firm sends a quotation for an item manufactured by a different company, the firm is also required to attach in its quotation that manufacturer's authorisation certificate and also manufacturer's confirmation of extending the required warranty for that product (in addition to the tenderers' confirmation to the required warranty). If the firm is an authorised agent/dealer of that manufacturer, certified documentary evidence to this effect is to be attached along with the quotation. This is necessary to ensure a quotation from a responsible party offering the genuine product, also backed by a warranty obligation from the concerned manufacturer.

9) Submission of Tender through Online:

The Tender proposes two stage tender systems 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/Firm – stating whether the firm is partnership/registered under the Companies Act along with its necessary enclosures. Scanned copy of Company/Firm Information (filled & signed) 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’ (Section -IV) .
	File-3	:	Scanned copy of Technical compliance sheet (filled & signed) for the items mentioned at Section-V (Schedule of Requirement) .
	File-4	:	Authorization letter and undertaking (as per Annexure-II and Annexure-III) from the Competent Authority of the Company 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 competent authority.

II	Price Bid	:	BoQ Document
	File-1	:	Bidders are required to download the BOQ file, open it and fill the data in Column Nos 7 (HSN code for GST purpose), 8 (Applicable GST %) & 9 (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 will be final in this regard.

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

The Registrar,

National Institute of Plant Health Management (NIPHM)

Dept. of Agriculture Cooperation, and farmers welfare,

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

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

- (i) The envelope containing the original Bid Security should bear tender details (Name of bidder, tender no., tender name etc.).
- (ii) In case the bidder fails to submit original bid security within a week of bid opening, the bids would be treated as unresponsive, **the bid shall be rejected and the bidder shall be debarred**

from tendering in National Institute of Plant Health Management for a period of 02 (two) years, unless the lapse is condoned by the Accepting Authority at the request of the bidder for valid reasons.

(iii) The bid security is required to protect the Purchaser against risk of Bidder's conduct which would warrant the security's forfeiture.

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

12) Examination of Bids and Determination of Responsiveness

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

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

(iii) Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality's, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

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

1. Bid Validity
2. Bid Security
3. Validity of Bid Security
4. Performance Security
5. Delivery Terms
6. Warranty
7. Payment terms
8. Force Majeure
9. Applicable Law
10. Taxes and Duties
11. Technical Specification
12. Delivery Period
13. Above list is not exhaustive

(v) If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

(vi) Bidders who do not quote for full quantity of the schedule will be treated as non-responsive.

13) Correction of Errors: Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price,

the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

14) 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) The literature/pamphlets with specifications of the items quoted should be supplied along with the technical bid.
 - (d) The bidders may provide a statement comparing the NIPHM specification and with that of the specifications offered by the firm.
 - (e) 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) Bidders who do not quote for full quantity of the schedule will be treated as non-responsive.
- (iv) Deviations in the delivery schedule and Payment schedule are not permitted.
- (v) In exercising of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. In accordance to the above notification the participating Micro and Small Enterprises (MSEs) in a Bid, quoting price within the band of L1+15% would be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total Bid value. In case there are more than one such eligible MSE, the 20% quantity will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Bid process or meet the Bid requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- (f) The MSEs participating in the bid shall enclose with their Bid a copy of Udyog Aadhar Memorandum along with their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Coir Board or NSIC or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which they will not be entitled for any benefit due to MSE.

15) 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.** As items are different, L1 will be arrived for each item separately. 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.

16) Contacting the Purchaser

- (i) From the time of bid opening to the time of contract award, if any bidder wishes to contact the purchaser on any matter related to the bid, he should do so in writing.
- (ii) Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award decisions shall result in rejection of the Bidder's bid.

17) Award of Contract

- (i) Post-qualification
- (ii) The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the eligibility criteria.
- (iii) The determination will take into account the Bidder's commercial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- (iv) An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next higher evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

18) Award Criteria:- The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

19) Purchaser's right to Accept Any Bid and to Reject Any or All Bids:- The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.

20) Notification of Award

- (i) Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing (by registered letter or by email or fax) that its bid has been accepted.
- (ii) The Notification of Award (NOA) will constitute the formation of the Contract.
- (iii) Upon the successful Bidder's furnishing of performance security, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security.
- (iv) If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

21) Signing of Contract

- (i) At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- (ii) Within Ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

22) Integrity Pact

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

Name and Address of the Independent External Monitor's (IEM's): IEM
Shri. Cadaba Devnath Balaji, Distinguished Scientist (DS) & Ex-Director ADA, D-429, Jal Vayu Kammanahalli, Main Road, Bengaluru-560043
Email id : cdbalaji@gmail.com Phone No: 9844140762

23) General Instructions:

- (a) The Bidders are requested to examine the instructions, terms & conditions and specifications given in the Tender. Failure to furnish requisite information in all respects may result in rejection of the bid.
- (b) Any offer made in responses to this tender when accepted by NIPHM will constitute a contract between the parties.
- (c) The 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.
- (d) The quantity of items may increase or decrease at the time of award of purchase order depending on the actual need/requirement of NIPHM to an extent of $\pm 50\%$.
- (e) The supplier shall not be entitled to any increase in the rates.
- (f) The Price should be quoted only in Indian Rupees.
- (g) **NIPHM not bound by any personal representation:** The supplier shall not be entitled to any increase in the rates or any other right or claim whatsoever by any representation, explanation or statement or alleged representation, promise or guarantee give or alleged to have been given to him by any person of the NIPHM.
- (h) **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.
- (i) **Corrupt or Fraudulent Practices:** It is the Government of India policy that Bidders/Suppliers/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Purchaser: (a) defines, for the purposes of this provision, the terms set forth below as follows:-
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 - 2. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a commercial or other benefit or to avoid an obligation;
 - 3. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - 4. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - 5. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing, the contract.
 - 6. After the Public Opening of bids, information related to the examination, clarification, evaluation and comparison of bids and recommendations concerning to the award of contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process.

SECTION-III: APPENDIX TO INSTRUCTIONS TO BIDDERS**Annexure – I****1. BIDDER'S PROFILE- PART-A:-**

1	THE FIRM 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	SoleProprietor/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 financial years. (Please enclose copies of ITR and Audited balance sheet and P&L account etc.)	
6	Technical specifications supported by printed literature of the manufacturer, giving all the details of conformity and non conformity if any. Additional features if any with support. *	
7	The firm should be income tax assessee at least for a period of three years (Income Tax returns to be enclosed).	
8	Experience as on the last date (for the last three years) of the submission as per the format given at Annexure – IV	

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

Signature of authorised signatory

Name : _____

Designation _____

Seal :

प्राधिकार पत्र हेतु प्रपत्र/FORMAT FOR AUTHORISATION LETTER

सेवा में/To,
रजिस्ट्रार/ The Registrar,
राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान
National Institute of Plant Health Management,
राजेन्द्रनगर/ Rajendranagar,
हैदराबाद/Hyderabad-500 030.
तेलंगाना /Telangana,

महोदय/महोदया
Sir/Madam,

हम एतद्वारा _____ को
बोली(बिड) प्रस्तुत करने एवं भाग लेने हेतु तथा प्रस्तुत किए गए संविदा संदर्भ _____ पर
हस्ताक्षर करने के लिए प्राधिकृत करते हैं। इस संबंध में उनके द्वारा लिया गया कोई भी निर्णय हमें स्वीकृत
है।

We hereby authorize _____ 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.

(प्रतिनिधि के तौर पर एवं कंपनी की ओर से हस्ताक्षर)

(Signature for and on behalf of the Company)

स्थान/Place:

दिनांक/Date :

FORMAT FOR UNDER TAKING

UNDERTAKING

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

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

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

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

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

I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same and the firm/ Company has not been black listed by any Govt. office/ministry/Department/PSUs/ reputed organization and Banks etc.

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

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

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

IFB No. Date of opening Time Hours _____

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

Signature and seal of the Bidder _____

Countersigned by Chartered Accountant/CPA)

Name: _____

Address: _____

Date: _____

*-NOTE:

(1) Client's certificate in support of satisfactory completion of above contracts should be submitted with the bid.

(2) The Bidder shall furnish an Affidavit confirming that the above performance statement given is correct.

SECTION-IV: ELIGIBILITY AND QUALIFICATION CRITERIA

1. Eligibility Criteria:

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

Sl. No	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility
1	The Bidder shall be a manufacturer of the items or an Authorized Dealer/Agent	Registration Certificate of the Company or Dealer/Agent Certificate issued under Shops & Establishments Act
2	The firm should have 3 years' experience in dealing/supplying such items during the last five (5) financial years as on 31-03-2020.	Documents (work orders) to prove that the company / firm have supplied such items in their business for 3 years during the last five (5) financial years as on 31/03/2020.
3	<p>In respect of manufacturers gross annual turnover of Rs. 1 crore at least for one year during last three financial years</p> <p>In respect of authorized dealer, the turnover of the manufacturer will be taken into account.</p> <p>In respect of other bidders the annual gross turnover should be at least Rs. 80.00 lakhs (Rupees Twenty Lakhs only) at least for one year during last three financial years. Turnover is not applicable to registered suppliers with MSME/NSIC registered Units</p>	Copies of Annual Accounts duly signed and attested by a Chartered accountant may be enclosed for FY 2017-18, FY 2018-19 & FY 2019-20.
4	The firm should be income tax assessee for a period of at least three years ended 31-03-2020.	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.
5	The firm should be registered under GST.	Self-attested copy of the Registration Certificate GST.
6	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.	Dealership/Agent Certificate from each manufacturer.
7	Earnest Money Deposit	In the form of Account Payee Demand Draft OR Fixed Deposit Receipt OR Banker's Cheque OR Bank Guarantee from any of the Commercial Banks for Rs.60,000/- drawn in favour of 'NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT', Hyderabad.

2. 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.
- b. The expiry date for CRMS should not be less than 2 years from the date of Supply.

- 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:** The quoted price should be valid initially for a period of one year from the date of execution of contract agreement after issue of award of contract. However, the purchaser reserves the right to seek consent for an extension of the period of validity. The NIPHM also reserves the right to accept or reject any part/full of the quotation without assigning any reasons whatsoever.
2. **Tender Cost:** The Tender document can be downloaded from NIPHM website at free of cost.
 3. **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.
 4. **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 not subject to any adjustment during performance of the Contract.**
 - c) The Tender accepting authority may also reject all the Tenders for reasons such as changes in the scope of work, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.
 - d) After acceptance of the Tender, NIPHM would issue Letter of Acceptance (LOA)/award the purchase order only to the Successful Bidder. NIPHM also reserve the right to issue Purchase Orders to more than one Bidder. The letter of acceptance will include the details along with terms and conditions of the tender.
 5. **Rates and Prices:**
 - a. Bidders should quote the rates in the BoQ Document (Price Bid). Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers shall have to be signed in full by the Bidder with date. Price quoted shall be firm and any variation in rates, prices or terms during validity of the bid shall result in forfeiture of EMD.
 - b. Prices quoted should be for **FREE DELIVERY** at NIPHM, Hyderabad-500 030.
 - c. 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.

- d. **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.**
- e. 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.
- f. 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.
- g. 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 clearly be indicated duly attested.
- h. The Price should be quoted only in Indian Rupees.

6. **EMD Amount and Mode of Submission:**

The bidders should submit EMD in the form of Account Payee Demand Draft, 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 Tenderers will be returned after the acceptance of the successful Tenders within a reasonable time on or before 30th day of the award of the contract.
- b) The EMD amount held by NIPHM till it is returned to the unsuccessful Tenderers will not earn any interest thereof.
- c) The EMD amount of Successful Tenderers will be adjusted as part of the Security Deposit (SD) due for successful execution of the contract.
- d) Tenders **without** EMD amount will be **rejected** by NIPHM as non-responsive. **If the tenderer 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 Tenderer withdraws the tender during the period of tender validity specified in the tender (or) in the case of the Successful Tenderers, if the Tenderer 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.

SECTION-V: SCHEDULE OF REQUIREMENT

- Pesticide Certified Reference Materials (CRMs) are required for Pesticide Residue Laboratory of NIPHM.
- **The expiry date for CRMS must be atleast for 2 years from the date of Supply, exception may be given for less stable molecules.**
- **The CRMs should be traceable to NIST.**
- **The CRMs should be prepared as per ISO Guide 34:2009 / ISO IEC 17034.**
- The prices may be quoted for 100 mg and 250 mg, wherever applicable, and the prices will be compared based on the standard requirement of 100 mg / 250 mg.

S. No.	Name Of CRM	Purity (%)	Pack Size	Quantity(no.)
1.	2,4-D	99.5	250MG	1
2.	2,4-D Amine salt	99.5	250MG	1
3.	2,4-DDE	99.5	10ml	1
4.	2,4-Dicofol	—	1ml	5
5.	4,4 DDT	99.2	100MG	1
6.	4,4-DDD	98.9	250MG	1
7.	4-Bromo,2-Chloro phenol	99.5	500mg	1
8.	Acephate	99.5	250mg	1
9.	Allethrin	99.2	100mg	1
10.	Alpha HCH	98	10ml	1
11.	Ametroctradin	99.8	100mg	1
12.	Anilofos	98.9	100mg	1
13.	Atrazine	99.3	250mg	1
14.	Azoxystrobin	99	100mg	1
15.	Bendiocarb	99	250mg	1
16.	Benfuracarb	96.6	100mg	1
17.	Benomyl	99.5	250mg	1
18.	Beta- HCH	99.2	10ml	1
19.	Beta-Cyfluthrin	99.5	250mg	1
20.	Bifenthrin	99	100mg	1
21.	Bifenthrin	98	100mg	1
22.	Bitertanol	99.5	100MG	1
23.	Boscalid	99.5	100mg	1
24.	Bromadiolone	99.5	100mg	1
25.	Bromuconazole	99	100MG	1
26.	Buprofezin	99.3	100mg	1
27.	Captan	99.4	250mg	1
28.	Carbaryl	99.5	250mg	1
29.	Carbendazim	99.5	250mg	1
30.	Carbofuran	98.5	250MG	1
31.	Carbofuran- 3 hydroxy	97.4	50mg	2
32.	Carbosulfon	97.5	250mg	1
33.	Chlorantraniliprole	98.6	100mg	1
34.	Chlorfluazuron	99.2	100mg	1

35.	Chlorothalonil	99.3	250mg	1
36.	Chlorpropham	99.5	250MG	1
37.	Chlorpyrifos Methyl	99.5	250MG	1
38.	Chlorsulfuron	98.7	100mg	1
39.	Chlothianidin	99.5	100mg	1
40.	Chromafenozide	99	5ml	1
41.	Clomazone (Commond)	98.5	100MG	1
42.	Coumachlor	98±0.5	250mg	1
43.	Cyantraniliprole	98.2	25mg	4
44.	Cyazofamide	98.8	100mg	1
45.	Cyfluthrin	97.8	250mg	1
46.	Cypermethrin	99.2	100mg	1
47.	Cypermethrin-Alpha	98.4	100mg	1
48.	Cyphenothrin	98.1	100mg	1
49.	Dazomet	99.5	250MG	1
50.	Diazinon	99.5	250MG	1
51.	Diclofop methyl	98	250MG	1
52.	Dieldrin	98.5	100MG	1
53.	Difenthiuron	99.5	250mg	1
54.	Diiflubenzuron	99.5	250mg	1
55.	Diiflufenican	99.5	100MG	1
56.	Dimethoate	98.3	100mg	1
57.	Dimethomorph	99.5	100mg	1
58.	Dinocap	99	250mg	1
59.	Dioxydemeton S Methyl	99.5	100mg	1
60.	Dithianon	97.1	250mg	1
61.	Diuron	98.8	250MG	1
62.	Diuron	99.5	250MG	1
63.	Dodine	98.4	10ml	1
64.	Edifenphos	98	100MG	1
65.	Ethion	99.5	250MG	1
66.	Ethiprole	98.2	100MG	1
67.	Ethofenprox	98.4	100mg	1
68.	Ethofumesate	98	250MG	1
69.	Femoxadone	98.2	100mg	1
70.	Fenarimol	99.5	100mg	1
71.	Fenitrothion	98.5	250mg	1
72.	Fenobucarb	99.4	250mg	1
73.	Fenoxaprop-p-Ethyl	97.3	100mg	1
74.	Fenpyroximate	98.9	100MG	1
75.	Fipronil	98	100mg	1
76.	Fipronil - Sulfone	99.5	50mg	2
77.	Flonicamide	99	25mg	4
78.	Fluazlfop-p-butyl	99.5	100mg	1
79.	Fluchloralin	97.2	50mg	2
80.	Flupicolide	99.5	100MG	1

81.	Flusilazole	99.5	100mg	1
82.	Gamma-HCH/ Lindane	99.5	250MG	1
83.	Glufosinate Ammonium	99.5	100mg	1
84.	Helosulfuron Methyl	99.5	50mg	2
85.	Hexaconazole	98.9	100MG	1
86.	Imazamox	99.5	100mg	1
87.	Imazapic	98.5	100mg	1
88.	Imazapic	99.5	100mg	1
89.	Imidacloprid	99.5	100mg	1
90.	Imiprothrin	18.2-80.5	50MG	2
91.	Indoxacarb	99	100mg	1
92.	Iprodione	99.5	100mg	1
93.	Iprovalicarb	98.7	100mg	1
94.	Isoprothiolane	99.5	100mg	1
95.	Isoproturon	99.4	100mg	1
96.	Kresoxim methyl	99.5	100mg	1
97.	Lefenuron	98.5	100mg	1
98.	Linuron	99.5	100mg	1
99.	Malathion	99.5	100mg	1
100.	Mancozeb	96.4	250mg	1
101.	Mandipropamid	99.2	100MG	1
102.	Metalaxyl M (Mefenoxam)	98.2	100mg	1
103.	Methabenzthiazuron	99.5	5ml	1
104.	Methoxy fenozide	99.5	100mg	1
105.	Methyl Paraoxon	96.9	100mg	1
106.	Metobromuron	99.5	100mg	1
107.	Metobromuron	98.8	100mg	1
108.	Metribuzin	99.4	100mg	1
109.	Monocrotophos	98.1	10ml	1
110.	Oxadiazon	99.5	100mg	1
111.	Oxydiargyl	98.5	100MG	1
112.	Permethrin (75.5%Trans, 23.4% Cis)	98.9	250mg	1
113.	Phorate sulfone	96.7	10ml	1
114.	Phorate sulfoxide	99.5	100mg	1
115.	Phosmet	99.4	100mg	1
116.	Phosphamidon	27.8% (E)- 70.2% (Z)	10ml	1
117.	Picoxystrobin	98.4	100mg	1
118.	Prallethrin	98.3	5ml	1
119.	Profenophos	99	250mg	1
120.	Prohexadione calcium	98.8	100mg	1
121.	Propamocarb hydro chloride	98.8	250mg	1
122.	Propanil	99	250mg	1
123.	Propaquizafop	99.4	100mg	1
124.	Propargite	98.1	100mg	1

125.	Propiconazole	99.5	250mg	1
126.	Pyraclostrobin	99.5	100mg	1
127.	Pyrethrin	30% PY_1 ; 19.9% PY-2	100mg	1
128.	Pyridalyl	96.2	50mg	2
129.	Pyridate	99.5	250mg	1
130.	Pyriothiac sodium	99.5	100mg	1
131.	Simazine	98.9	250mg	1
132.	Spinotetramat	99.5	100mg	1
133.	Spiromesifen	99.5	100mg	1
134.	Streptomycin sulphate	99.5	250mg	1
135.	Sulfosulfuron	99.5	100mg	1
136.	Sulfotep	97.1	100MG	1
137.	tau-fluvalinate	95.4	100mg	1
138.	Tetrachlorvinphos	99.5	250mg	1
139.	Thiacloprid	99.5	100mg	1
140.	Thiamethoxam	99.5	100mg	1
141.	Thifensulfuron Methyl	99.5	100mg	1
142.	Thiram	99.5	250MG	1
143.	Topramezole	99.5	100mg	1
144.	Triadimefon	99.5	250mg	1
145.	Triadimenol	99.5	250mg	1
146.	Triasulfuron	99.3	100mg	1
147.	Tribenuron Methyl	99.5	100mg	1
148.	Tricyclazole	99.5	100mg	1

SECTION-VI: TECHNICAL SPECIFICATIONS:

S. No.	Description
1.	<p>Certified Reference Material with a Certificate Analysis (CoA) consisting of</p> <ol style="list-style-type: none">1. Property Value (Percent Purity)2. Associated Uncertainty3. Metrological traceability4. Manufactured by an accredited manufacturer with ISO-17034-2016 certification and values assigned by an ISO-17025-2017 accredited laboratory.5. A statement about the homogeneity and stability of the product.6. Expiry date: At least 2 years from the date of supply, except for less stable molecules, where stability cannot be maintained for 2 years.

SECTION- VII: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions:

In this Contract, the following terms shall be interpreted as indicated:-

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
- d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- e) "GCC" mean the General Conditions of Contract contained in this section;
- f) "Consignee" means the person to whom the Goods are required to be delivered and final acceptance certificate to be issue on behalf of Purchaser.
- g) "The Purchaser" means the Organization purchasing the Goods National Institute of Plant Health Management, Ministry of Agriculture& Farmer's Welfare, Govt of India, Hyderabad
- h) (i) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- i) "Effective date" of contract shall mean the date of Notice of Award.
- j) Government means Government of India.

2. Application These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

- 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. Use of Contract Documents and Information;

- a) The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such

- employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- b) The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information, except for purposes of performing the Contract.
 - c) Any document, other than the Contract itself, shall remain the property of the Purchaser/consignee and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so, required by the Purchaser.
6. **Patent Rights** The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.
7. **Indemnity:** The Contractor shall warrant and be deemed to have warranted that all goods supplied against this contract are free and clean of infringement of any Patent, copy right or trade mark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the goods for infringement of any right protected by patent.
8. **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 5% 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 as per specifications mentioned in the tender/P.O or does not accept the assigned work for any reason, whatsoever.

9. **Inspections and Tests**

- 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.

10. **Packing/ Packaging**

- a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during the transit to their final destinations, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, as specified below:
 - c) Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following: (i) Project Name; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Package Number (vi) Serial No., (vii) Name & Address of the consignee (viii) "Govt. of India Supply – Not For Sale"
11. **Delivery and Documents :** Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified below:-
- a) **Original Supplier's invoice indicating** "National Institute of Plant Health Management (NIPHM), Department of Agriculture, Co-operation and Farmers Welfare, Ministry of Agriculture, Co-operation and Farmers Welfare, Government of India **as Purchaser, contract number, description of goods, quantity, unit price, taxes, duties, HSN Code and total amount. Place of Supply: Hyderabad. The invoice must be signed in original and stamped or sealed with the Supplier's stamp / seal:**
 - b) Insurance Policy Certificate(s)
 - c) Manufacturer's warranty certificate(s)
 - d) Certificate of origin
12. **Documents to be submitted to Consignee at the time of delivery of Goods:**
- a) The Supplier should intimate the Consignee at least 10 days in advance before the dispatch of Goods, the expected date of arrival of Goods along with quantity of Goods.
 - b) Along with each consignment the Supplier should provide the Consignee one set of the documents mentioned below: -
 - (i) Copy of Invoice indicating National Institute of Plant Health Management (NIPHM), Department of Agriculture Cooperation & Farmers Welfare, Ministry of Agriculture & Farmer's Welfare, Govt. of India, Hyderabad as Purchaser, contract number, description of goods, quantity, unit price, taxes, duties and total amount. The invoice must be signed in original and stamped or sealed with the Company stamp / seal. The invoice should mention GST No. of NIPHM.
13. **Insurance**
- a) The Goods to be supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture, or acquisition / transportation / storage and delivery in the manner specified below.
 - (i) The insurance shall be for an amount equal to 110 percent of the DDP Consignee Destination value of the Goods from "Warehouse to warehouse (consignee destination)" on "All Risks" basis including War Risks and Strikes.
 - (ii) The Supplier shall arrange and pay for insurance
14. **Transportation:** Transportation of the Goods till the final destinations will be arranged by the Supplier, and the cost thereof shall be included in the Contract Price.
15. **Incidental Services:-** The incidental services to be provided are listed in the schedule of requirement. The costs of the same shall be included in the Contract Price.
16. **Spare Parts:-** Supplier shall carry sufficient inventories of spare parts to ensure ex-stock supply of all spares during Warranty period.

17. Warranty

- a) The Supplier shall warrant that the Goods supplied under this Contract are new, unused, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier shall further warrant that all Goods supplied under this Contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in conditions prevailing in the country of consignee destination.
- b) The warranty period shall be **2 years** from the date of completion of supply, installation and completion of all incidental services. **Conditional warranty will not be acceptable.**
- c) The Consignee shall promptly notify the Supplier in writing of any claims arising under this warranty.
- d) Upon receipt of such notice, the Supplier shall within one-week replace the defective goods or parts thereof, free of cost at the Consignee's premises. The maximum response time for a maintenance complaint from any of the destination specified in the schedule of requirements shall not exceed 48 hours. The Supplier shall take over the replaced goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced goods thereafter.
- e) In the event of any replacement of goods during the warranty period, the warranty for the replaced goods shall be continued till the end of warranty.
- f) If the Supplier, having been notified, fails to remedy the defect(s) within one week of such notice the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

18. Terms of Payment:

- a) Payment will be released within 30 days after supply and final acceptance by the officer to that effect subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.
- b) All the payment shall be made by Cheque/DD/RTGS/NEFT after supply and final acceptance by the designated officer.
- c) 100% payment of the contract price shall be paid on receipt of goods in good condition at the consignee premises and Certification of goods to be issued by the consignees subject to recoveries, if any, either on account of defects/ deficiencies not attended by the supplier or otherwise and upon the submission of the following documents:
- d) 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.
- e) Two copies of packing list identifying contents of each package.
- 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.

19. **Customs Duty:** Customs Duty shall be paid in Indian Rupees on submission of documentary evidence subject to the maximum amount specified in the Contract, and subject to Statutory Variation. If Customs Duty is quoted in currencies other than INR, the amount of Customs

- Duty converted into INR on the date of opening of bid shall be the upper limit of the amount of Customs Duty payable; subject to statutory variation and variation in exchange rate(s).
20. **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).
21. **Prices:** Prices payable to the Supplier as stated in the Contract shall be firm and not subject to any adjustment during performance of the Contract.
22. **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.
23. **Subcontracts:** Assignment of the contract is not allowed and the bidder himself has to execute the contract of supplying the items.

24. Delays in the Supplier's Performance

- a) Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the delivery schedule specified by the Purchaser in its Schedule of Requirements. If at any time during the performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages.

Except as provided under Force Majeure Clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon, without the application of liquidated damages.

25. Execution of Agreement:

- a) The successful Bidder is required to execute enter into an Agreement on non-judicial stamp paper of Rs.100/- for fulfilment of the contract. Along with the Agreement the required Security Deposit shall be remitted.
- b) The successful Bidders shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the contract or any part thereof.

26. Liquidated Damages:

Subject to Force Majeure Clause, if the Supplier fails to deliver any or all of the Goods or to perform the Incidental Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, at the rate of 0.5% of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

27. Termination for Default 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 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.

- d) 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. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

28. Force Majeure

- a) 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.
- b) 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 Labour at the beginning and end of the above causes of delay within 10 (ten) days of occurrence and cessation of such Force Majeure conditions.
- c) 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.

29. **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

30. **Termination for Convenience:** The Purchaser, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

31. Disputes and Arbitration:

- a) The Contract shall be interpreted under Indian laws and all disputes will be resolved **within Jurisdiction of Hyderabad**. In case of any dispute, the decision of NIPHM, Hyderabad shall be final and binding.
- b) 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.
- c) 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.

32. **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.
33. **Settlement of Disputes**
- a) If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
 - b) If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
 - c) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
 - d) Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows: -
 - i) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, appointment of Presiding Arbitrator shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.
 - ii) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings
 - iii) Where the value of the contract is Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, appointment shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.
 - iv) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of arbitrator shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.
 - v) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
 - vi) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding arbitrator shall be final. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself.
 - vii) Notwithstanding any reference to arbitration herein, (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) The Purchaser shall pay the Supplier any monies due to the Supplier.
34. **Limitation of Liability:** Except in case of criminal negligence or wilful misconduct, and in the case of infringement

- a) the supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential, loss or damage, loss of use, loss of production, or loss of profit or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser
 - b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective goods.
35. **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.
36. **Applicable Law:-** The Contract shall be interpreted in accordance with the laws of the Union of India.
37. **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.
38. **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 of NIPHM, Hyderabad, Telangana, India
 - 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.
39. **Purchaser's right to vary Quantities during currency of contract:-** The Purchaser reserves the right to increase or decrease the quantity of goods during currency of contract, originally specified in the Schedule of Requirements, by **50%** (quantity rounded to next integer) without any change in unit price or other terms and conditions. The delivery period for the increased quantity shall be based on pro-rata delivery period of the tendered quantity.
40. **Jurisdiction of Courts:** The courts of the place from where the contract has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
41. **Extension of Contract:** The contract period will initially be for a period of one year extendable on satisfactory performance and mutual consent on the same terms and conditions on half year/yearly basis subject to a maximum period of another two years.

SECTION- VIII:
STANDARD FORMATS (INTEGRITY PACT, BID SECURITY FORMAT,
DECLARATION ON BEHALF OF MANUFACTURER, BANK GUARANTEES,
CONTRACT FORMAT)

INTEGRITY PACT

Between

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

Preamble

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

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

Section – 1 Commitments of the Purchaser

(1) The Purchaser commits himself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the Purchaser, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Purchaser will, during the tender process, treat all Bidders with equity and reason. The Purchaser will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

(c) The Purchaser will exclude from the process all known prejudiced persons.

(2) If the Purchaser obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code) /PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Purchaser will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section – 2 Commitments of the Bidder/Supplier

(1) The Bidder/Supplier commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(c) The Bidder/Supplier will not directly or through any other person or firm, offer, promise or give to any of the Purchaser's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(c) The Bidder/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder/Supplier will not commit any offence under the relevant IPC/PC Act; further the Bidder/ Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(c) The Bidder/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(c) The Bidder/ Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section – 3 Disqualification from tender process and exclusion from future contracts

If the Bidder/Supplier, before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Purchaser is entitled to disqualify the Bidder/Supplier from the tender process or take action as per the procedure mentioned in the “Guideline on banning of business dealing”.

Section – 4 Compensation for Damages

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

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

Section – 5 Previous transgression

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

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

Section -6 Equal treatment of all Bidders/Suppliers

(1) The Bidder/Supplier undertakes to demand from all partners (if permitted under the conditions/ clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Purchaser before signing the contract.

(2) The Bidder/ Supplier confirms that any violation by any of his partners to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Supplier himself, leading to possible Termination of Contract in terms of Section 4.

(3) The Purchaser will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section – 7 Criminal charges against violating Bidders/Suppliers

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

Section – 8 Independent External Monitor/Monitors

(1) The Purchaser shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the DG/ National Institute of Plant Health Management.

(3) The Bidder/Supplier accepts that the Monitor has the right of access without restriction to all Project documentation of the Purchaser including that provided by the Supplier. The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and

unconditional access to his project documentation. The same is applicable to Partners. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Supplier/Partners with confidentiality.

(4) The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Purchaser and the Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Purchaser or the Bidder/ Supplier, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action.

(6) The Monitor will submit a written report to the DG/ National Institute of Plant Health Management within 8-10 weeks from the date of reference or intimation to him by the Purchaser and should the occasion arise, submit proposal for correcting problematic situations.

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

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

Section – 9 Pact Duration

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

Section – 10 Other Provisions

(c) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.

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

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

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

(For & on behalf of the Purchaser)

(Office Seal)

Place:.....

Date:.....

(For the Bidder/Supplier)

(Office Seal)

Witness 1:

(Name & Address) -----

Witness 2

(Name & Address) -----

BID SECURITY FORM

Date: [*insert: date*]

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

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

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

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

KNOW ALL PERSONS by these present that WE [*insert: name of bank*] of [*insert: address of bank*] (hereinafter called “the Bank”) are bound unto [*insert: name of Purchaser*] (hereinafter called “the Purchaser”) in the sum of: [*insert: amount*], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [*insert: number*] day of [*insert: month*], [*insert: year*].

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline, the Bidder
 - (a) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form, or
 - (b) does not accept the Purchaser’s corrections of arithmetic errors in accordance with the Instructions to Bidders; or
 - c. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to sign the Contract Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.
 - (c) In case of any false, incorrect or misleading information provided in the bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of any one of the two above-named conditions, and specifying the occurred condition or conditions.

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

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

Declaration on behalf of Manufacturer (On Letter Head)

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

1. The Goods supplied under this Contract are new, unused, and that they incorporate all recent
a. improvements in design and materials unless provided otherwise in the Contract. The
b. Supplier shall further warrant that all Goods supplied under this Contract shall have no defect,
c. arising from design, materials or workmanship or from any act or omission of the Supplier
d. that may develop under normal use of the supplied Goods in conditions prevailing in the
e. country of consignee destination.
2. The warranty period shall be **24 months** from the date of completion of supply, installation
a. and completion of all incidental services OR **26 months** from the date of delivery in case the
b. installation & all incidental services cannot be completed within 02 months from the date of
c. delivery on account of the Consignee.
d. The Warranty is Un-Conditional.
3. The bidder and the manufacturer whose product are offered by the bidder is not debarred/blacklisted by any office of the Central Govt. which is still effective on the date of opening of bid. The bidder will also disclose immediately any such debarment/blacklisting which takes place after opening of bid and before issue of NOA, to the purchaser.
4. The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.
5. The firm does not employ a government servant, who has been dismissed or removed on account of corruption.
6. We unconditionally agree with all terms and conditions of the bid document/ corrigendum(s), amendments in its totality.
7. Service centres/ facilities are available in the purchaser's country.
8. The quoted model has not been declared obsolete in any country. Selling of quoted model is not banned worldwide.
9. Best price has been offered for the quoted model. In any case if we sell the quoted model lower than the price quoted in this tender to any institution with same specification & warranty obligation, in previous and the next one year we shall declare the same & the benefits will be passed on to you.
10. We certify that all the information furnished by our firm is true & correct and in event that information is found to be incorrect, then your organization without giving any notice or reason therefore may summarily reject the bid & bid security / EMD may be forfeited.

Dated

Signature of Bidder with Official seal

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the Day of....., 20... Between(Name of purchaser)of ... (Country of Purchaser) (hereinafter called “the Purchaser”) of the one part and ... (Name of Supplier) of ... (City and Country of Supplier) (hereinafter called “the Supplier”) of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of ... (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Instruction to bidder
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier’s Bid and original Price Schedules
- (f) The Schedule of Requirements
- (g) The Purchaser’s Notification of Award

2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:-

Prescribed by the Contract. SL NO	BRIEF DESCRIPTION OF GOODS & SERVICES	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
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TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For the Purchaser)

in the presence of: Signed, Sealed and Delivered by the
said ... (For the Supplier in the presence of: ...)

PERFORMANCE SECURITY BANK GUARANTEE

(unconditional) Date: [*insert: date*]
IFB: [*insert: name or number of IFB*]
Contract: [*insert: name or number of NOA/Contract*]
To: [*insert: name and address of Purchaser*]

Dear Sir or Madam:

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

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

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

This guarantee shall expire no later than the ____ day of _____, 2____, and any demand for payment under it must be received by us at this office on or before that date (*Valid for 60 days beyond all contractual obligations including warranty obligation*)

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased. No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: _____

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

Common Seal of the Bank:

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)