



**TENDER FOR PROCUREMENT OF
'SOFTWARE UPGRADATION KIT FOR THE EQUIPMENT 'GAS LIQUID
CHROMATOGRAPHY COUPLED WITH FID DETECTOR'
UNDER PAC BASIS THROUGH
M/S. PERKIN ELMER**

राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान
कृषि एवं सहकारिता विभाग, कृषि एवं किसान कल्याण मंत्रालय, भारत सरकार
National Institute of Plant Health Management
Department of Agriculture & Farmers Welfare
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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F. No. 16/PMD/Perkin Elmer Equip/2021-22

Date:- November 26, 2021

SECTION-I: NOTICE INVITING TENDER

UNDER PROPRIETARY ARTICLE CERTIFICATE (BASIS)

1. National Institute of Plant Health Management, is an autonomous Institute under Ministry of Agriculture & Farmers Welfare, Govt. of India is mandated to promote environmentally sustainable Plant Health Management Practices in diverse and changing agro-climatic conditions and provide policy support to Central and State Government on Plant Health Management, Sanitary and Phyto-sanitary issues and emerging bio-security challenges.
2. NIPHM intends for procurement of 'Software Upgradation Kit for the equipment Gas Liquid Chromatography Coupled with FID Detector' from M/s. Perkin Elmer, Mumbai.
3. GST Exemption Certificate is NOT APPLICABLE for this Institute. Please submit your quotation with applicable GST percentage (%).
4. The Terms and conditions of GFR, 2017, Manual for Procurement of Goods 2017, Manual for Procurement of Services 2017 and Manual for Procurement of Works 2017 etc. and amendments thereto issued by Govt. of India from time to time will be applicable wherever required and form part of this Tender Document.
5. Tender document is available for viewing on the website of NIPHM, Hyderabad at www.niphm.gov.in.
6. **Last date of receipt of bid along with quotation is 16/12/2021.**

Sd/-
REGISTRAR

SECTION-II: SCHEDULE OF REQUIREMENT &
TECHNICAL SPECIFICATIONS

Sl. No	Name of the Item	Total Quantity
1	'Software Upgradation Kit for the equipment Gas Liquid Chromatography Coupled with FID Detector' [Upgrade Kit-WS 6.2 X 6.3 Migration]	1

SECTION-III: GENERAL CONDITIONS OF CONTRACT (GCC)

1. The quotation should be valid for a period of 180 days from the date of opening of the tender. Rates are to be quoted in INR (Rupee terms) only and any revision thereof is not allowed after the tender has been opened.
2. Bidder, if is not the Original Equipment Manufacturer (OEM), must submit OEM's or their Distributor's Authorization to quote/sell the product(s). Preference will be given to quotation pertaining to indigenous products. However, where suitable substitutes are not available and item need to be imported the following clarification/information should be given:-
 - a) Authorization certificate from Original Equipment Manufacturer (OEM) or their Distributor to quote/sell the product, in case the bidder is not the OEM.
 - b) Whether the item will be imported by the intended tenderers against its own import license or Institute will have to provide Custom Duty Exemption Certificate (CDEC).
 - c) Name and address of the foreign supplier, make & model of the offered product and authorization to sell from OEM or their Distributor/Authorized Chanel Partner.
 - d) Whether the item required any special preparation for installation. In case yes, full details should be given regarding operation, maintenance of the items.
 - e) In case of costly/sophisticated items whether the tenderers will arrange any special training regarding operation / maintenance of the items.
 - f) In the event of the item(s) being imported product(s), Custom Duty Exemption Certificate (CDEC) will be issued by the Institute on the written request of the supplier; who, in turn, will furnish copies of relevant Customs Related Documents namely Airways Bill, Packing List, etc. along with Bill/Invoice.
 - g) Conditional quotations and/or incomplete quotations in any respect will be rejected.
 - h) The specification of the item quoted by the firm should confirm to the Institutes specifications. Confirmation, in this respect should be specifically mentioned in the tender. Where the tenderer feels that the specification of the item not fully given or differ, from the specification of the item mentioned by the Institute, the exact specification of such item should be attached with the tender indicating the item quoted.
 - i) The Firm is required to link the Institutes specifications with catalogues & leaflets/literature and also mention Make and the Model for each item. Detailed features, for compliance of specification should be provided on specification sheet & appropriate reference i.e. page no. & para of literature, leaflet wherefrom the relevant information has been checked, should be indicated.
3. **Negotiations:** Negotiations will be held with your agency by a Negotiation Committee constituted by the Competent Authority, NIPHM. The date, time and venue will be intimated in due course of time. Authorized representative from your agency is requested to attend the meeting.
4. **Warranty:**
The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

Unless otherwise specified in the SCC, the warranty shall remain valid for One year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for Eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.
The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period 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.

Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

5. **Payment of Performance Security (PS):** Within ten (10) days after the Supplier's receipt of Supply Order, the firm shall require to **deposit 3% of the order** value as Security deposit/Performance Security either by means of demand draft or bankers Cheque or Bank Guarantee from any nationalized/Scheduled banks in favour of National Institute of Plant Health Management (NIPHM), Hyderabad which should be valid beyond 60 days from the date of completion of all contractual obligations of the supplier including warranty obligation. The security deposit will be released/discharged after 60 days of completion all contractual obligations of the supplier including warranty obligation.

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

6. OEM/authorized distributor should accept a fall clause and give an undertaking that, in case it supplies or quotes a lower rate to other Governments, Public Sector or Private Organisation, it would reimburse the excess.
7. Proprietary Article Certificate from the Manufacturer.
8. **Consignee:** Registrar, National Institute of Plant Health Management (NIPHM), Rajendranagar, Hyderabad – 500 030.
9. **Dispatch Instructions:** Items detailed in this NIT have to be supplied on FOR Destination basis i.e. free delivery at NIPHM, Rajendranagar, Hyderabad -500 030 and **no** packing, forwarding, freight charges etc will be paid extra by this Institute. A receipt for the packages only and not for the contents will be given at our Stores initially. The suppliers are advised to properly pack and seal the packages.
10. **Terms of Supply:** The firm should supply the items **within 45 days** from the date of purchase order.
11. The Institute reserves the right at the time of award of PO/Contract to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
12. **Liquidated Damages:** If the Supplier fails to deliver any or all of the Goods or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, at the rate of 0.5% of the contract price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery, submission of documents and performance, up to a maximum deduction is 10% of the contract price. The delivery of

goods means delivery of goods/services with in the delivery period including installation. Once the maximum is reached, the Purchaser may consider termination of the Contract.

13. If the goods supplied are rejected, the same shall be removed from the premises by the supplier within 15 days of intimation from this Institute. This institute will not take any responsibility for the rejected stores thereafter.

14. 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.
- i) No additional service charges for fixing the spare parts to the equipment will be allowed.

15. **GST:-** The GST taxes where legally leviable and intended to be claimed should be distinctly shown in the Tax Invoice submitted by the Seller after supply of the items. Where this is not done it will be treated that the price is inclusive of GST. GST registration No. and date of its validity should be indicated. The firm must quote their TIN No., PAN No., (IT returns) etc. in the quotation (attested copies to be enclosed). The agency is requested to indicate NIPHM GST No.36AAAAN9355N1ZZ on the tax invoice.

16. The supply will be accepted only, if the offered items are in accordance with the quality and quantity (as per required pack size mentioned in the Purchase Order) as per technical specifications of NIPHM. No Deviation will be accepted. The quantity of items may be increased or decreased depending on the actual need/requirement of NIPHM.

17. The supplier shall not be entitled to any increase in the rates.

18. 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.

19. The Competent Authority reserves the right to reject any or all the tenders and annual the bidding process at any time prior to award of Contract, without assigning any reason, without thereby incurring any liability to the affected Bidder or Bidders, and his decision will be final.

20. Inspections and Tests

- a) The Supplier shall provide for each item 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 component/ equipment 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 equipment on receipt at destination.

21. **Force Majeure conditions:** If at times during the continuance of the Agreement/Contract, it becomes impossible by reason of war or war- like operations, epidemics, pestilence, earthquake, fire storm or floods, the firm shall during the continuance of such contingencies not be bound to execute the contract as per the agreement/contract.

The work shall be resumed immediately after the contingency/cies has/have ceased otherwise determined and the Successful Bidders obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The successful Bidders shall however inform the NIPHM by registered post/fax about such Act duly certified by the commissioner of Labor at the beginning and end of the above causes of delay within 10 (ten) days of occurrence and cessation of such Force Majeure conditions.

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

22. **Disputes and Arbitration:**

- a) All matters relation to any dispute which may arise during the execution of the contract shall be referred to Arbitration of an Arbitrator to be mutually agreed upon between the parties. On the whole, provisions of the Arbitration and Conciliation Act, 1996 shall prevail.
- b) The venue of such Arbitration shall be at Hyderabad only. Arbitration suits or any other claims filed in any Court of Law outside Hyderabad City will not be binding on NIPHM.

23. **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.

24. **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.

25. **Subcontracts:** Assignment of the contract is not allowed and the bidder himself has to execute the contract of supplying the instruments. Further all the analytical Instruments must have been manufactured by the same Industry/Company, except the Personal computer and its accessories like UPS etc.

26. **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.

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

28. 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.

29. Taxes and Duties

- a) A Foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the India as well as within India till the delivery of the contracted goods to the purchaser.
- b) Custom Duty shall be paid in Indian currency on submission of documentary evidence, only on the Foreign goods. GST will be paid in Indian currency.
- c) A Local Supplier shall be entirely responsible for all taxes, duties, and license fees etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) Statutory variation in Custom Duty and GST on finished product within the original Delivery Period will be on purchaser's account.
- e) The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Custom Duty and GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the currency of the contract.

ON THE LETTERHEAD OF ORIGINAL EQUIPMENT MANUFACTURER

To whom it may concern

Date: _____

PROPRIETARY CERTIFICATE

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

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

Sl. No	Name of the Item	Total Quantity
1	'Software Upgradation Kit for the equipment Gas Liquid Chromatography Coupled with FID Detector' [Upgrade Kit-WS 6.2 X 6.3 Migration]	1

Thanking you,

Signed for

(Company Name)

AUTHORIZED SIGNATORY

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

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

Dear Sir,

TENDER: _____.

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

The authorization is valid up to _____

Yours faithfully,

(Name)

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

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

Date: _____

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref No: 16/PMD/Perkin Elmer Equip/2021-22

Name of Tender / Work: - Procurement of 'Software Upgradation Kit for the equipment Gas Liquid Chromatography Coupled with FID Detector' from M/s. Perkin Elmer.

Dear Sir,

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

(a) www.niphm.gov.in

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

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from **Page No. 1 to 12** (including all documents like annexure(s), schedule(s), Section(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

CHECKLIST OF DOCUMENTS

TO BE SUBMITTED BY THE AGENCY

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

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