



**TENDER FOR
PROVIDING AMC SERVICES OF PMD EQUIPMENT
UNDER PAC BASIS THROUGH M/S. AGILENT TECHNOLOGIES INDIA
PVT. LTD., BANGALORE, KARNATAKA**

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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F.No. PROCOAMC/1/2020-SO RNMA1

Date: January 22, 2021

NOTICE INVITING TENDER

PROPRIETARY ARTICLE CERTIFICATE (BASIS)

1. National Institute of Plant Health Management, is an autonomous Institute under Ministry of Agriculture & Farmers Welfare, Govt. of India is mandated to promote environmentally sustainable Plant Health Management Practices in diverse and changing agro-climatic conditions and provide policy support to Central and State Government on Plant Health Management, Sanitary and Phyto-sanitary issues and emerging bio-security challenges.
2. NIPHM intends for providing AMC Services for the following equipment **through Single Tender (PAC basis) from M/s. Agilent Technologies India Pvt. Ltd., 4th Floor, #C Block, RMZ Centennial, Plot No. 8A, 8B, 8C & 8D, Dodanakundi, Industrial Area, ITPL Road, Mahadevapura Post, Bangalore, Karnataka - 560048:-**

Sl. No.	Name of the item	Quantity
1.	UV-VIS Carry 100/300 Spectrophotometer	1

3. Terms and condition applicable as per GFR, 2017 and Manual for Procurement of Goods 2017, etc.
4. Tender document is available for viewing on the website of NIPHM, Hyderabad at www.niphm.gov.in.
5. **Last date of receipt of bid is 11/02/2021**

REGISTRAR i/c

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

FORMAT FOR UNDER TAKING

UNDERTAKING

- a. मैं/हम वचन देता हूं /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 हूं/ 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” of the Tender dated _____ and shall make the supplies strictly as per these “Parameters and Technical Specifications for the supplies”.

- c. यह प्रमाणित करना है कि उद्धृत दरें समान हैं और किसी भी अन्य सरकारी, सार्वजनिक क्षेत्र या निजी संगठनों के साथ उद्धृत की तुलना में अधिक नहीं हैं।

It is to certify that the rates quoted are the same and not higher than those quoted with any other Government, public sector or private organizations.

- d. मैं/हम आगे यह भी वचन देता हूं
/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 हूं /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)

SCHEDULE OF REQUIREMENT

Providing AMC Services for the following equipment **through Single Tender (PAC basis)** from **M/s. Agilent Technologies India Pvt. Ltd., 4th Floor, #C Block, RMZ Centennial, Plot No. 8A, 8B, 8C & 8D, Dodanakundi, Industrial Area, ITPL Road, Mahadevapura Post, Bangalore, Karnataka - 560048:-**

Sl. No.	Name of the item	Quantity
1.	UV-VIS Carry 100/300 Spectrophotometer	1

SCOPE OF WORK UNDER AMC

1. Annual Maintenance Contract (AMC) covers one/two routine Preventive Maintenance and breakdown calls/repair visit if and when require. Travel and Transport charges include in the cost.
2. Routine Preventive Maintenance of UV-VIS spectrophotometer includes **Cleaning and Inspection of the following:**

A. Cleaning of the following parts:

- Remove dust from optical casting.
- Remove dust from internal components, electronic printed circuit boards and surrounding areas.
- Clean all opto-couplers.
- Clean sample compartment windows.
- Clean sample compartment area and cell holders.

B. Inspection of the following parts condition:

- Inspect condition of source mirror and springs.
- Inspect condition of wavelength drive micrometer.
- Inspect condition of filter wheel.
- Inspect condition of chopper drive belts.
- Inspect condition of instrument cooling fan.

C. Operational check

- Performance verification test

TERMS AND CONDITIONS:-

Eligibility Criteria:

1. The bidder should be either the Original Equipment Manufacturer of the items covered by the Schedule of Requirements given in this document or a Service Provider authorized by the Original Equipment Manufacturer(s) for providing service for the items covered by Schedule of Requirements.
2. The bidder must submit a letter from the Original Equipment Manufacturer of the services quoted, to the effect that the bidder is authorized and competent to provide the required services for same.
3. Bids submitted without OEM Authorization letter will be disqualified.

Goods and Services Tax:

1. Bidder is requested to mention the applicable GST rate along with HSN code in the quotation so that applicable GST rate will be considered for financial evaluation and Order placement.

Contract Period:

1. Bidder is to submit quotation with AMC charges for 3 years.

Payment terms:

1. The payment will be made on bi-annual mode, i.e., 50 % of the amount after rendering services for 6 months remaining 50% of the amount after completion remaining 6 months subject to satisfactory report received from the concerned division within 30 days.
2. In case if agency is intends for advance payment then the advance payment shall be made on half yearly basis, i.e. 50% will be made for the first six months and remaining 50% will be released on completion of six months. (After six months bill will be raised by the company for making the payment along with log book of the Equipment). Further, it is to inform that to release the advance payment the agency is required to submit the Bank Guarantee for 2.5% of the cost of equipment to be obtained from a nationalized bank valid beyond 60 days from the expiry of AMC which is mandatory for making advance payment. During service visit equipment will be thoroughly cleaned, serviced and adjusted.
3. The payment will be initiated only after successful completion of AMC coverage period and certified by us upon receipt of Original Invoice along with Service reports for the services provided during AMC period.
4. All the payment shall be made by Cheque/DD/RTGS/NEFT after supply and final acceptance by the designated officer.
5. 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.
6. The supplier shall not claim any interest on payment under the contract.
7. 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.
8. 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.
9. No additional service charges for fixing the spare parts to the equipment will be allowed.

Submission of Bids:

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

General Terms & Conditions

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

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

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

27. **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.
28. **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.
29. 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.
30. The supplier shall not be entitled to any increase in the rates.
31. 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.
32. The Competent Authority reserves the right to reject any or all the tenders and annul the bidding process at any time prior to award of Contract, without assigning any reason, without thereby incurring any liability to the affected Bidder or Bidders, and his decision will be final.
33. **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.

- 34. **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.

- 35. **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.

- 36. **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.

- 37. **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.

- 38. **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.

- 39. **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.

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

- 41. **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.

42. 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.

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

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