

# **NATIONAL INSTITUTE OF POST HARVEST TECHNOLOGY**

S. No. 398-400, Next to CRPF Campus, Old Pune Mumbai Highway,

Talegaon Dabhade, Tal. Maval, Dist. Pune – 410 506

Phone: 9764447677,7741057777 Email: [htc\\_td@yahoo.co.in](mailto:htc_td@yahoo.co.in)

Website: [www.nipht.org](http://www.nipht.org)

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## **E-Tender Document**

**For**

**Let out Plant Tissue Culture Laboratory on Rent Basis**

**At**

**National Institute of Post Harvest Technology,**

S. No. 398-400, Next to CRPF Campus, Old Pune Mumbai Highway,

Talegaon Dabhade, Tal. Maval, Dist. Pune – 410 506

Maharashtra, India.

**June- 2021**

**Address: The Director,**

National Institute of Post Harvest Technology,

S. No. 398-400, Next to CRPF Campus, Old Pune Mumbai Highway,

Talegaon Dabhade, Tal. Maval, Dist. Pune-410506, Maharashtra, India

Email: [htc\\_td@yahoo.co.in](mailto:htc_td@yahoo.co.in)

**Competitive Bid**

For

**Let out PTC Laboratory on Rent Basis**

At

**National Institute of Post Harvest Technology,**

S. No. 398-400, Next to CRPF Campus, Old Pune Mumbai Highway, Talegaon Dabhade, Tal. Maval, Dist. Pune – 410 506, Maharashtra, India.

|                            |   |   |
|----------------------------|---|---|
| PUBLISHING DATE            | : | 17/06/2021  |
| DOCUMENT SALE START DATE   | : | 17/06/2021 at 17.00 Hrs.  |
| DOCUMENT SALE END DATE     | : | 16/07/2021 up to 17.00 Hrs.   |
| BID SUBMISSION START DATE  | : | 17/06/2021 at 17.00 Hrs.  |
| BID SUBMISSION END DATE    | : | 16/07/2021 up to 17.00 Hrs.   |
| TECHNICAL BID OPENING DATE | : | 19/07/2021 at 11.00 Hrs.  |
| TENDER FEE                 | : | Rs.5,000/- (Non Refundable)   |
| PLACE OF OPENING OF TENDER | : | <b>The Director,<br/>National Institute of Post Harvest<br/>Technology,</b><br><br>S. No. 398-400, Next to CRPF Campus, Old<br>Pune Mumbai Highway, Talegaon Dabhade,<br>Tal. Maval, Dist. Pune – 410 506,<br>Maharashtra, India. |

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## 1. TENDER NOTICE

### राष्ट्रीय सुगी पश्चात तंत्रज्ञान संस्था , तळेगाव दाभाडे

सर्व्हे क्र. ३९८-४००, सी.आर, पी.एफ कम्प शेजारी, पुणे मुंबई हायवे, तळेगाव दाभाडे ,  
ता. मावळ, जि .पुणे पिन - ४१०५०६ , भ्रमणध्वनी क्र. ९७६४४४७६७७,७७४१०५७७७७

ईमेल: htc\_td@yahoo.co.in संकेतस्थळ : www.nipht.org

#### ई-निविदा सूचना

**ऊतिसंवर्धन आणि माती, पाणी व पान-देठ तपासणी प्रयोगशाळा भाडेतत्वावर देणे.**

राष्ट्रीय सुगी पश्चात तंत्रज्ञान संस्थेच्या(NIPHT)ऊतिसंवर्धन आणि माती, पाणी व पान-देठ तपासणीप्रयोगशाळा चालवा(Operate) व देखरेख(Maintain) तत्वावर भाड्याने देणेकरिता इच्छुक निविदा धारकांकडून निविदा मागविण्यात येत आहेत. सदरच्या प्रयोगशाळा “ज्या स्थितीत आहे त्या स्थितीत”(as is where is basis) तत्वावर वापरासाठी उपलब्ध करून देण्यात येणार आहे. सविस्तर ई निविदांची माहिती [www.mahatenders.gov.org](http://www.mahatenders.gov.org) व [www.nipht.org](http://www.nipht.org) या संकेतस्थळावर दिनांक १७/०६/२०२१ पासून उपलब्ध आहे. निविदा सादर करण्याची अंतिम दिनांक १६/०७/२०२१ सायंकाळी ५.०० पर्यंत आहे.

संचालक ,रा.सु.प.तं.संस्था, तळेगाव दाभाडे.

**Detailed E-Tender Notice****National Institute of Post Harvest Technology (NIPHT)**

S. No. 398-400, Next to CRPF Campus, Old Pune Mumbai Highway, Talegaon Dabhade,  
Tal. Maval, Dist. Pune – 410 506, Maharashtra, India. Mobile No-7741057777

Email: [htc\\_td@yahoo.co.in](mailto:htc_td@yahoo.co.in), Website: [www.nipht.org](http://www.nipht.org)

**E-TENDER NOTICE**

E- Tender is invited by the Director, National Institute of Post Harvest Technology (NIPHT), Talegaon Dabhade, Dist. Pune, Maharashtra, from reputed and experienced firms for providing Let out PTC Lab on rent basis NIPHT, Talegaon Dabhade, Dist. Pune.

The National Institute of Post Harvest Technology, Talegaon Dabhade is conducting various training programs having duration of One/Two/Three days, one week, one month for Govt. officers, farmers, entrepreneurs and stakeholders from Maharashtra as well as other States of the country. The institute has good hostel facility to accommodate the trainees. NIPHT also has state of art tissue culture lab having production capacity of 12 lakh plants per annum.

The details of are as follows:

| <b>Name of Work</b>   | <b>EMD (Rs.)</b> | <b>Tender Fee Rs.</b> |
|---|------------------|-----------------------|
| Tender for Let out Plant Tissue Culture Laboratory on rent basis at NIPHT for three years | 15000.00         | 5,000.00              |

- Blank Tender documents would be available on [www.mahatenders.gov.in](http://www.mahatenders.gov.in) from 17/06/2021 to 16/07/2021 for downloading.
- Date of submission of tenders is from 17/06/2021 to 16/07/2021 up to 17.00 Hrs.
- Technical Bid opening date is 19 /07/2021 at 11.00 Hrs.
- Commercial bid opening date will be conveyed separately.
- The cost of tender fee and Earnest Money Deposit (EMD) has to be paid through payment gateway online in favor of “National Institute of Post Harvest Technology” payable at Pune.
- The bid should be submitted online.

**The Tenderer should fulfill the following criteria :**

- Attested copies of registration, GST & other govt. taxes.
- GST registration.
- Photo copy of Income Tax returns for the last three financial years.
- Annual turnover Certificate from chartered account for last three financial years.

The rights to accept or reject any or all the tenders without assigning any reasons thereof are reserved by NIPHT.

**Director,  
National Institute of Post Harvest Technology**

**2. INVITATION OF BIDS**

- 2.1 The National Institute of Post Harvest technology, Talegaon Dabhade, Dist. Pune, Maharashtra, herein after referred as 'NIPHT' now invites tender from reputed and experienced firms to run the PTC Laboratory at NIPHT, Talegaon Dabhade, Dist. Pune, Maharashtra on rent basis.
- 2.2 Interested eligible tenderers / bidders may obtain further information and inspect the bidding documents on [www.nipht.org](http://www.nipht.org).
- 2.3 Non-refundable fee as specified in tender notice.
- 2.4 Detailed terms and conditions as well as the technical specifications of the PTC lab and related items as indicated in the invitation to bid are contained in the bidding documents.
- 2.5 The bids will be opened in the presence of those bidders or their authorized representative who choose to attend at the office of the NIPHT on the specified date and time.
- 2.6 Bidder may visit PTC Lab for further clarification.
- 2.7 NIPHT at its sole discretion and without assigning any reasons there of reserves the right to accept and /or reject any or all bids.

### **3. INSTRUCTION TO TENDERER**

- 3.1 The tenderers are advised in their own interest, to carefully read the instructions and understand their purport and unless the tender specifically states to the contrary in respect of any particular clause, it shall be presumed that all tender conditions have been accepted as laid down in this document.
- 3.2 Erasure or alteration in the bid submission should be avoided. Modification, erasure, or alteration, if any, should bear the signatures of the person signing the bid.
- 3.3 The tenderers should enclose with their offers descriptive catalogues or leaflets supplementing the description and point out any special features and list of customers to whom the PTC lab services provided by them. This should be adhered to strictly to enable objective evaluation of offers.
- 3.4 The tenderer shall deposit earnest money deposit (EMD) of Rs. 15000.00 online in favor of “National Institute of Post-Harvest Technology”.
- 3.5 The bid shall be rejected if not accompanied by EMD.
- 3.6 Tenderers shall deposit a tender fee of worth Rs. 3,000/-online in favor of “National Institute of Post Harvest Technology”
- 3.7 All the documents and communications in connection with the bidding shall be made in English
- 3.8 This tender is not transferable.
- 3.9 The bidder shall bear all costs associated with the preparation and submission of his bid and NIPHT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 3.10 The bidder is advised to visit and examine the project site, its condition, traffic, location surroundings, climate, availability of power and water, and other utilities for providing PTC Lab; storages etc and obtain all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting site shall be at bidder’s own expense.
- 3.11 The bidder’s financial, technical and service capabilities will be taken into account at the time of determination of award of contract. 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 NIPHT deems necessary and appropriate details of experience and records of past performance.

- 3.12 Bids are invited in accordance with competitive bidding procedures.
- 3.13 All the bidders should quote as per format details given in this bidding document only.
- 3.14 Bids containing deviations from bidding documents, terms and other requirements will be rejected.
- 3.15 Non-compliance with even a minor technical requirement should be specifically stated by the bidders.
- 3.16 Bidders should furnish their complete address for the purpose of further correspondence pertaining to bidding document.
- 3.17 Negligence of the bidder in preparing bid confers no right to withdraw the bid after it has been opened.
- 3.18 Specifications, schedules, annexure, terms and conditions of bidding document constitute an integral part of the bid.
- 3.19 All PTC lab items should be used as per specifications in this bidding document.
- 3.20 The bidders should submit all the required documents as per general terms and conditions of the contract.
- 3.21 The bidding document shall be governed and interpreted according to the laws of the Union of India.
- 3.22 All bidders are urged to submit promptly written requests on matters where clarifications or additional information is desired, in or before pre bid meeting. No extension in due date of submission of bids will be allowed on this ground.
- 3.23 Tenderer shall quote a final and net offer for all items. Request for change in price will under no circumstances be considered after opening of the tender.

#### **4.0 GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

This is a tender inviting for renting out a PTC Laboratory at National Institute of Post Harvest Technology, Talegaon Dabhade, Dist. Pune.

#### **4.1 TENDER FORM (Annexure -1)**

- 4.1.1 Tender form must be completed and submitted online with documents with



the specifications including scanned, signed copy of this form, technical bids as per technical specifications along with receipt of Earnest Money Deposit (EMD) as prescribed in tender notice. The EMD has to be paid through e-payment gateway in favor of “National Institute of Post-Harvest Technology”.

**4.1.2 Technical Specifications**

One set of specifications of items to be rented shall be submitted with signature & seal with the tender.

**4.1.3 Validity of tender**

The tender is valid for 3 month’s from the date of opening of price bid. The tender shall not be entitled to revoke or cancel the offer or to vary any terms thereof during the said period without the consent in writing of NIPHT, Talegaon Dabhade. In case of the tenderer revoking or canceling the offer or varying any terms in regards thereof during the period, the EMD received with the technical bid shall be forfeited by NIPHT.

**4.1.4 Address**

All enquiries regarding clarification in connection before submission with this tender shall be addressed to:

Director, National Institute of Post Harvest Technology, S. No. 398-400, Next To CRPF Campus, Old Pune Mumbai Highway, Talegaon Dabhade, Tal. Maval, Dist. Pune – 410506, Maharashtra State, India, Phone: (02114) 255480,255481 Email: [htc\\_td@yahoo.co.in](mailto:htc_td@yahoo.co.in)

**4.1.5 Language**

The tenderer shall quote the rate in English language and international numerals. In the event of the order being awarded, the language of all services, manuals, instruction, technical documentation etc. provided for under this contract will be in English.

**4.1.6 Bidders shall be required to arrange all resources, Certificates and Internet Connections at their own cost, for participating in tender process.**

**4.1.7 Please note that queries related to tender specifications, terms & conditions etc. should be submitted through email ([htc\\_td@yahoo.co.in](mailto:htc_td@yahoo.co.in)) or physically before time specified in the ‘Critical Dates’ view of ‘Work item Details’.**

Director, NIPHT, Talegaon Dabhade, at its sole discretion, may not entertain queries sent by post or any other mode of communication.

4.1.8 The bidders are requested to go through the instruction to the bidders in the website [www.mahatenders.govt.in](http://www.mahatenders.govt.in) [www.nipht.org](http://www.nipht.org) The bidders who submit their bids for this tender after signature and company stamp accept that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.

4.1.9 The basic rate of rent of Plant Tissue Culture Laboratory is **Rs.15.90/Sq.ft (Taxes extra)** The bidder who quote the maximum rate/Sq.ft/month than the basic rate of rent will be selected as the successful bidder. The tenders having lower rate than the basic rate of rent will be disqualified.

For FanPad and Shadenet house bidder should quote the lumpsum amount per month.

## **4.2 CONTENTS OF TENDER**

**The tender will be in two parts:**

### **4.2.1 Part – I (Technical Bid) (Annexure -2)**

4.2.1.1 Tender Form with seal and signature of the bidder.

4.2.1.2 Self attested copies of valid Government registration of company, or any appropriate authority.

4.2.1.3 Receipt of Tender Fee and EMD in the manner specified in the general terms and conditions.

4.2.1.4 Self attested copies of GST Certificates.

4.2.1.5 Self-attested copy of Permanent Account Number (PAN)/TAN.

4.2.1.6 Self-attested Income Tax Returns certificate for last three year

4.2.1.7 The prospective bidder should have successfully carried out PTC services in any industry/organization/establishment for not less than 15 persons per years.

4.2.1.8 Annual turnover Certificate from chartered account for last three financial years.

4.2.1.9 Power of attorney/authorization of person signing the bid documents with seal & stamp of the company

4.2.1.10 Attested copies of work done certificates or experience in the field of tissue culture.

4.2.1.11 Present workload in hand with its value.

- 4.2.1.12 List of key personnel (Managerial & PTC Lab) with qualification & experience.
- 4.2.1.13 Declaration by the Bidder on his letterhead that it has never been involved in any illegal activity or financial frauds; Also declaration on letterhead that its contract in the past has not been terminated during the contract period due to unsatisfactory performance, nor did it refuse to continue the catering service for the organization after the contract was awarded.
- 4.2.1.14 Any other documents in support of offer.

### Note

- a) All the documents should in sequence mentioned above
- b) Technical bid will contain all relevant documents as mentioned above and in the cover details & other important document submitted.  
Tender should be submitted online.

### 4.2.2 **Part – II (Financial Bid)**

Will contain the financial offer. This should be submitted as format given in Annexure 3 (Format of Financial Bid)

## 4.3 **REJECTION AND RETURN OF TENDER**

- 4.3.1 NIPHT reserves the right to reject any or part of tender or all without assigning any reason. The documentation submitted by tenderers shall not be returned in case the technical offer is not acceptable unless the tenderer expressly states his request at the time of submission of their tender that tender documentation be returned. The cost for returning the document shall be borne by the tenderer. NIPHT also reserves the right at its sole discretion not to award any order under the tender call. This decision does not commit NIPHT, Talegaon Dabhade to pay any costs or loss incurred in the preparation and submission of any requisite tender or technical proposal or to procure or contract for any of the items described herein.

- 4.3.2 If the tenderer deliberately gives wrong information in his tender, NIPHT reserves the right to reject such tender at any stage or to cancel the contract, if awarded, & to forfeit the earnest money & invoke performance guarantee.
- 4.3.3 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing are liable for rejection.
- 4.3.4 Tender in which any of the particulars and prescribed information are missing or are incomplete, in any respect and /or prescribed conditions are not fulfilled, shall be considered non-responsive and is liable to be rejected.
- 4.3.5 Bid shall be treated as invalid, if scanned copies as mentioned in point 4.2 of General Terms And Conditions of The Contract above are not submitted and receipt of EMD & Tender fee is not submitted as per detailed tender notice.

#### **4.4 SUBMISSION OF TENDER**

- 4.4.1 Online e-tender should be submitted on [www.mahatenders.gov.in](http://www.mahatenders.gov.in) within specified dates.

#### **4.5 PROCEDURES FOR OPENING OF TENDER DOCUMENTS**

- 4.5.1 Part-I containing technical part of the offer and EMD will be opened on the date and time specified in the tender notice in the presence of those tenderers / authorized respective who wish to attend. Following procedure will be adopted for opening of tenders.
- 4.5.2 Part-I of the tenders accomplished with required documents shall be scrutinized by NIPHT to ensure whether the same are in conformity with the technical requirements. Subsequent queries of NIPHT, if any on the technical details, clarifications or any other information should be replied positively within the time specified, failing of which tenders shall be authorized on the basis of the information available. It shall, therefore, be in the tenderers interest to give complete and comprehensive technical descriptions and all other requisite details.

4.5.3 Part-II financial bid shall be opened after opening of technical bid only if contents of technical bid are found to be acceptable to the NIPHT. After all the tenders have been technically examined and necessary clarifications etc. have been obtained, Part-II containing financial offer along with subsequent price adjustment, if any of the technically acceptable tenderers shall be opened for which the date and time shall be intimated online.

4.5.4 No correspondence shall be entertained from the tenderers after the opening of part-II; Financial bid of the tender.

#### **4.6 STANDARD CONDITIONS**

4.6.1 Documentation as specified in the body of the tender will only be considered. Any deviation or departure from the provision of the tender condition will not be entertained.

#### **4.7 AWARD OF CONTRACT**

4.7.1 The bidder will be selected who will quote highest financial bid will be selected as successful bidder.

The acceptance of the tender will be intimated to successful tenderer by e-mail or like means.

4.7.3 The successful bidder will have to sign the original copy of the bidder papers according to which the work is to be carried out. The successful bidder shall also have to give declaration to effect that he has fully studied the specifications, local conditions, availability of equipments/utensils and materials and that he has quoted his rates with the consideration to all these factors.

4.7.4 The work under the contract is on rental basis. The contract shall be awarded to tenderer on a single source responsibility basis & breach in any part or portion of contract shall be considered as a breach of whole contract.

#### **4.8 4.8.1 CORRESPONDENCE**

All correspondence with NIPHT would be directly by the bidder/his authorized representative only. Correspondence through agents or unauthorized representative will not be allowed.

#### **4.9 NON PERFORMANCE**

**4.9.1** The work shall throughout the stipulated period of the contract be proceeded with all due diligence. If successful bidder fails to do so after 3 notices from NIPHT, the successful bidder shall pay as compensation an amount equal to whole day payment or such smaller amount as the Secretary, NIPHT (Whose decision in writing shall be final) may decide of the amount of the penalty for everyday that the work remains uncompleted or unfinished and further to ensure good service during rest of the work, the successful bidder shall be bound in all cases.

**4.9.2** If the goods/material utilized in PTC Lab are not found up to the standards specified by NIPHT, then NIPHT has the right to cancel the order wholly or in part at any time without any liability to pay cancellation charges and procure the goods/material elsewhere in which case the successful bidder shall make the difference between the cost of goods procured elsewhere and price set forth in the order with the successful bidder.

**4.9.3** In the event of rejection of non conforming the services, the successful tenderer shall be allowed to correct the non-conformities in rest of the contract period. If successful tenderer fails to do so within the period, NIPHT shall have the right to charge penalty of one day payment.

#### **4.10 EARNEST MONEY**

4.10.1 The Earnest Money Deposit (EMD) as prescribed in Tender Notice has to be paid online.

4.10.2 The EMD of the successful tenderer shall be returned 90 days after completion of the contract.

4.10.3 If the successful bidder fails to enter into a contract with NIPHT within 15 calendar days after the acceptance of bid and award of contract, the EMD amount shall be forfeited.

4.10.4 The EMD of all the bidders except **Highest** bidder will be returned within go days from the date of opening of the price bid. EMD of successful bidder will be retained to NIPHT.

4.10.5 No interest or any other expenses, whatsoever, will be payable by NIPHT on the EMD to the bidder in any manner.

**4.11 PERFORMANCE GUARANTEE (BID SECURITY)**

- 4.11.1 The bidder whose tender has been accepted, shall within 15 calendar days of the issue of the letter of acceptance of bid, submit the security deposit of Rs. 15,00,000.00 to NIPHT in the form of an irrevocable and unconditional fixed deposit (FD) in a Nationalized bank. (fixed deposit will be in the name of NIPHT). The guarantee shall be valid till the expiry of 90 days after the end of the contract period.
- 4.11.2 The Security Deposit amount shall be payable to NIPHT without any condition whatsoever and the guarantee shall be irrevocable.
- 4.11.3 The Security Deposit shall be deemed to govern the following guarantees from the successful bidder, in addition to the other provisions of the guarantee;  
Guarantee against non performance of contract as per agreement.
- 4.11.4 The Security Deposit is intended to secure the PTC Lab including entire equipment's in the PTC. However, it is not to be construed as limiting the damages stipulated in any other clause.
- 4.11.5 The security Deposit will be returned to the successful tenderer at the end of the contract period without interest after deducting the loss of the institute if any, done by the tenderer.

**4.12 CORRECTION IN BID**

- 4.12.1 All changes, alterations, corrections in the bid shall be signed in full by the authorized person (s) signing the bid, with date. Overwriting is/are not permissible. Corrections should be authenticated.

**4.13 PATENTS, SUCCESSFUL TENDERERS LIABILITY & COMPLIANCE OF REGULATIONS.**

- 4.13.1 Successful tenderer shall protect and fully indemnify NIPHT from any claims for infringement of patents, copy right, trade mark or the like.
- 4.13.2 Successful tenderer shall also protect and fully indemnify NIPHT from any claims from successful tenderer workmen/employees, their heirs, dependants, representatives etc. or from any other persons(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- 4.13.3 Successful tenderer shall be responsible for compliance with all

requirements under the laws and shall protect and indemnify completely NIPHT from any claims/penalties arising out of any infringements.

#### **4.14 SETTLEMENT OF DISPUTES AND ARBITRATION**

4.14.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meeting of the specifications and instructions herein before mentioned and to the quality of plants & services of farmers or materials used or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, costs, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

- i) If the bidder considers any work demanded of him to be outside the requirements of the contract, or disputes in any record or decision given in writing by the Director, NIPHT on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 10 days request the Director, NIPHT in writing for written instruction or decision. Thereupon, Director, NIPHT shall give his written instructions or decision within a period of 10 days from the receipt of the contractor's letter.

If the Director, NIPHT fails to give his instructions or decision in writing within the aforesaid period or if the company is dissatisfied with the instructions or decision of the Director, NIPHT, the company may, within 10 days of the receipt of Director's decision, appeal to the Secretary, NIPHT who shall afford an opportunity to the company to be heard, if the latter so desires, and within 15 days of receipt of company appeal.

- ii) Except where the decision has become final, binding and conclusive in terms of sub para (i) above disputes of difference shall be referred to the sole arbitrator namely Hon. President, NIPHT. The provisions of Indian Arbitration Act, 1940 and the rules made there under or statutory modifications thereto for the time being enforced.



- iii) The company shall not hold charge of PTC Laboratory for his dues. In case of dispute of any nature the company should handover the PTC laboratory, if so directed to the person authorized by the Director, NIPHT, irrespective of pending settlement of his dues. So as enable to get work completed from some other company.

#### **4.15 LAWS GOVERNING THE CONTRACT**

- 4.15.1 All questions, disputes or differences arising under or out of or in connection with the contract if concluded shall, if required to be referred to any court of law, shall be referred to the court at Vadgaon Maval and the said court only shall have the jurisdiction and decide matters according to the laws of India.

#### **4.16 DEFINITIONS**

- 4.16.1 **Interpretations-** In construing these conditions, the specification and contract document, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:
  - a) **“NIPHT”** shall mean and shall include his (their) legal representative(s) assign(s) or Successor(s).
  - b) **“Contractor”** shall mean and shall include his (their) legal representative(s) assign(s) or successor(s).
  - c) **“This Contract”** shall mean the whole accepted bid document, annexure, appendix, contract document and/or specifications attached hereto and duly signed.
  - d) **“Notice in writing”** or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course or post it would have been delivered.
  - e) **“Act of Insolvency”** shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
  - f) **“Net Prices”** shall mean the final financial offer as a rent of

tissue culture lab and related items for the period of three years.

**4.16.2 Scope of Contract**

The Contractor is expected to run the tissue culture lab on rent basis which mainly includes media preparation, culture transfer, and micro-propagation, harvesting, primary and secondary hardening.

The Contractor shall run the tissue culture lab in every respect in accordance with this tender document and with the directions of and to the satisfaction of Director, NIPHT.

**4.16.3 The custody of contract**

The original contract shall remain in the custody of the Institute (NIPHT office) and shall be produced by him at his office as and when required by the Contractor. Duplicate copy of Contract will be provided to Contractor.

**4.16.4 Contractor to provide everything necessary**

The contractor shall run the tissue culture lab according to the specifications whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancy in the specifications he shall immediately and in writing refer same to the Director, NIPHT or expert who shall decide which is to be followed.

**4.16.5 Assignment and sub-letting**

The PTC lab shall be used by the contractor on rent basis and the contractor shall not directly or indirectly transfer or assign the contract or any part thereof or interest therein. The contractor shall have full and entire responsibility of execution of the contract.

**4.16.6 Other persons engaged by employer**

The NIPHT reserves the right to use the premises and any portions of the lab or related items for the execution of any work not included' in this contract which he may desire to have carried out by other persons, and the contractor is to allow all reasonable facilities for the execution of such work. Such work shall be carried out in such manner as not to impede the works included in the contract and the contractor is not to be responsible for any damage or delay, which may happen to or be occasioned by such work.

**4.16.7 Liability in respect of damage to person and property**

The contractor shall be responsible for all type of damages and injury to persons, animals or things and for all material, structural and decorative damages during work in contract and solely responsible for all type of financial implications of any kind.

**4.17 Action when whole of security deposit is forfeited**

In any case in which under any clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of the security deposit whether paid in one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other causes, the Secretary NIPHT / Director NIPHT on behalf of the NIPHT shall have power to adopt any of the following courses, as he may deem best suited in the interest of NIPHT.

- a. To rescind the contract (for which rescission notice in writing to the contractor under the hand of Secretary NIPHT / Director NIPHT shall be conclusive evidence and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of NIPHT.

**4.18 Acceptance of conditions compulsory before tendering the work**

Any Company who does not accept these conditions shall not be allowed to tender for work.

**4.19 Facilities provided by NIPHT**

- NIPHT will provide the contractor suitable premises for PTC Laboratory
- Electricity on charge basis & water will be provided free of charge.
- All existing PTC Equipment's available with NIPHT.(Bidder can visit site before submission of tender.
- Furniture -Tables, chair and decoration (Available quantity) Water will be provided free of cost but contractor has to use optimum amount of water.

Note: The contractor will be responsible for maintaining all the equipment supplied by NIPHT. Any damage of the equipments, utensils shall be the responsibility of the bidder.

## 5 SPECIFICATIONS OF PTC LAB IN THE CONTRACT TO BE RENTED

NIPHT has state of art Plant tissue culture lab having capacity of 12 lakh plants per annum.

The selected bidder has to run the tissue culture lab on yearly rent basis for three years.

### 5.1 Specification of laboratory and related items to be rented to the selected bidder

#### Plant Tissue Culture Laboratory Area

| S.N | Particular  | Area(Approx.) Sq.ft |
|-----|---|---------------------|
| 1   | Growth Room – 30 No Racks +<br>4 Small Racks<br>32400 +1600 = 34000 Bottles<br>Capacity Area<br>31.6 x 25.1 | 793.16 Sq.ft        |
| 2   | Inoculation Room<br>Laminar Air Flow = 07 Double<br>Seater<br>31.9×15 + 10.8×4.8                            | 530.34 Sq.ft        |
| 3   | Media Store Room<br>8000 media Bottles Storing<br>Capacity<br>18.6×9.9                                      | 184.14 Sq.ft        |
| 4   | Bottle washing Room Area<br>31.7×25.7   | 814.69 Sq.ft        |
| 5   | Media Pouring Room<br>31.7×15.6   | 494.52 Sq.ft        |
| 6   | Media Formulation Room<br>31.7x10   | 317.00 Sq.ft        |
| 7   | Toilet Area<br>35.0x 9.3  | 325.5 Sq.ft         |
| 8   | Main Door Passage Area  | 142.68 Sq.ft        |

|    |                                   |               |
|----|-----------------------------------|---------------|
|    | 16.4×8.7                          |               |
| 9  | Outside Area –porch<br>(65.5×7)x2 | 917 Sq.ft     |
| 10 | Corridor -Autoclave room Area     | 480.97Sq.ft   |
|    | <b>Total PTC Laboratory Area</b>  | 5000.00 Sq.ft |

## 5.2 Terms and conditions:

1. The Facility is to rented on leave and License basis initially for a period of 1 years (12 months) After completion of 1 years the work be reviewed and then period will be extended for further 2 years.
2. Every year there shall be 10 % increase over the previous year's rent. The annual rent shall be paid by the successful/selected bidder to the NIPHT in advance 30 days before the start of the year, if failed to pay so; the facility will be taken in possession of the NIPHT.
3. Successful/selected bidder shall be liable for payment of all type of administrative, operational and capital expense, taxes and dues payable to the government and local authorities with regards to the said facility and also incense shall be liable to pay maintenance charges, building insurance, expenses of employing necessary staff and other expenses for operation of the facility.NIPHT in no way shall incur any expenses for the facility once it is handed over to the Licensee.
4. Successful / selected bidder will bear expenses towards day to day maintenance of the facility and for water arrangement.
5. Successful / selected bidder will bear fuel expenses for the generator if provided by the NIPHT.
6. Successful / selected bidder shall permit the NIPHT, it's agents, or servants any time to enter upon the said Facility or any part thereof and to inspect, repair or review the condition of the facility and the activities thereof.
7. Successful / selected bidder has to comply with all the necessary prerequisites or required to fulfill existing and upcoming legal framework, National & International guidelines and norms coming time for enabling smooth, effective and the efficient operation of

the facility. The expenses for the same shall be borne by Licensee.

8. Successful / selected bidder shall not make any structural alternations, modifications or build any permanent structure in the licensed facility without prior permission of the NIPHT.

9. Successful / selected bidder shall not install any machinery in the licensed facility without prior permission from the Licensor. The Licensee will have to remove all the newly installed machinery or work from the leased property on termination of this deed. No expenditure in this regard will be borne by the NIPHT.

10. Successful / selected bidder shall not to use the said facility as accommodation of the labors or staff of the Successful / selected bidder.

11. Successful / selected bidder shall not cause any nuisance or annoyance to the people in the neighborhood.

12. Successful / selected bidder shall not store the said facility or any portion thereof, any inflammable or explosive substances or material kerosene, gas cylinder for lighting and fuel house hold purpose.

13. Successful / selected bidder shall not to assign, underlet, sublet or part with possession of the said facility and occupation thereof, save and except as provided in this Deed of any part thereof, at any time during the continuance of this NIPHT.

14. Successful / selected bidder shall keep the said facility in substantial repair and tenantable condition. Damage, breakage if any during the continuance of the Deed shall be borne by the Successful / selected bidder.

15. Successful / selected bidder shall not damage the property of the Licensor or the land Owner and shall compensate for any damage caused, monetarily or by rectifying the same. If the selected bidder fails to comply accordingly then a sum proportionate to the amount of damage will be liable to pay at the time of handover by Successful / selected bidder.

16. To handover the NIPHT possession of the said facility in good conditionals it was at the time of taking possession by the selected bidder, on termination or pretermination of the Deed (as the case may be) .all the charges of the handover of the facility will be borne by the Successful / selected bidder.

17. The NIPHT may terminate the Deed upon giving one months'

notice in writing to the selected bidder.

18. Successful / selected bidder will bear electricity charges, fuel charges, and insurance charges of the stored commodity at the facility during the leave and license period.

19. Successful / selected bidder will bear the expenses towards water connection monthly bills during the leave and license period.

20. The NIPHT shall be entitled to retain the original Leave & Licence deed and the Successful / selected bidder a duplicate hereof.

21. Successful / selected bidder shall have no right to transfer the benefit of this Deed to anyone else in whatsoever manner or they shall not create any third party interest by virtue of this Deed.

22. Successful / selected bidder shall vacate and hand over the possession of the facility on the expiry of the Deed or on termination of deed as the case may be.

23. NIPHT shall terminate to Successful / selected bidder and shall take back immediate possession of the licensed facility without notice, if the Successful / selected bidder fails to abide by the terms and conditions mentioned in this Deed. so also the Deposit amount will be Forfeited.

24. If the Successful / selected bidder fails to quit and vacate the said facility, on termination on this Deed then in that case the NIPHT shall be entitled to proceed against the Successful / selected bidder as per provisions of law in force in the appropriate court of law and the liquidated damages liable to be paid by Successful / selected bidder till the said facility is vacated shall be double the amount of one year rent and such amount will have to be paid by the Successful / selected bidder to the NIPHT.

25. The total infrastructure of lab and hardening units poly house, shade net and tunnels will be managed and maintained by bidder and will be solely responsible for any loss of property.

26. Selected Bidder shall be a arrange labour, technicians and other Resources required at the lab at his own Cost.

27. Selected Bidder should manage all repairs and maintenance of all lab equipment's on regular basis and maintains records properly.

28. Add annexure of affidavit regarding correctness of bid.
29. Bid will be rejected in case of bid with conditional and ambiguous clauses.



**Annexure – 1**  
**E-TENDER FORM**

To,

**Director,**

**National Institute of Post Harvest Technology,**

S. No. 398-400, Next to CRPF Campus, Old Pune Mumbai Highway,

Talegaon Dabhade, Tal. Maval, Dist. Pune – 410 506

Maharashtra, India.

**Sub: E-Tender for Let out PTC Lab on Rent Basis for Three Years at NIPHT...**

Sir,

- I. I/We \_\_\_\_\_ have read the tender conditions as issued by Director, National Institute of Post Harvest Technology, Talegaon Dabhade, and hereby agree to abide by the said instructions, terms and conditions.
- II. Until a formal agreement is prepared and executed, acceptance on this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed between us & indicated in a letter of acceptance of my/our offer for this work.
- III. This tender is being submitted under tender and will be opened and decided at same place and it is agreed that Civil Courts at Vadgaon Maval alone will have jurisdiction to deal with any legal proceeding that may arise in connection with this tender or subsequently.
- IV. I/We have gone through the procedure of submitting tender Online and I /we am/are fully conversant with the details of procedure to be followed in the systems. I /we will submit tender properly after reading all relevant details.
- V. I/We have read and understand that my/our financial bid shall be opened only if bid found qualified based on technical bid.
- VI. I/We have read and understand the specification for the items and the terms and conditions contained in the tender document and agree to which by the same and against which the bids are submitted in the separate '**Technical & Financial Bid**' in the tender.
- VII. I/We hereby declare that I/We have made myself /ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/We have based my/our

offered rates of this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I/We undertake to use only the best material as per National/International norms and approved by Director, NIPHT/ duly authorized representative during execution of the work and to abide by the decisions.

**Signed by**

**Authorized Signatory**

**Proprietor/Partner/**

**Registered Contractor/Company etc.**

**Annexure – 2**

**Technical Bid Format (Documents)**

1. Tender Form with seal and signature of the bidder.
2. Self attested copies of valid Government registration of company, or any appropriate authority.
3. Receipt of Tender Fee and EMD in the manner specified in the general terms and conditions.
4. Self attested copies of GST Certificates prior to the date of tender notice.
5. Self-attested copy of Permanent Account Number (PAN)/TAN.
6. Self-attested Income Tax Returns certificate for last three year.
7. Annual turnover Certificate from chartered account for last three financial years.
8. Power of attorney/authorization of person signing the bid documents with seal & stamp of the company.
9. Attested copies of work done certificates or experience in the field of tissue culture.
10. List of key personnel (Managerial & PTC Lab) with qualification & experience.
- 11 Declaration by the Bidder on his letterhead that it has never been involved in any illegal activity or financial frauds.
12. Any other documents in support of offer.e.g Certificate

**Annexure – 3**  
**Financial Bid Format**

|           |  |                                 |                              |                                   |   |
|-----------|--|---------------------------------|------------------------------|-----------------------------------|---|
| <b>1.</b> | <b>Name of the Bidder:</b>   |                                 |                              |                                   |   |
| <b>2.</b> | <b>Address of the bidder with contact details:</b>                       |                                 |                              |                                   |   |
| <b>3.</b> | <b>Name and Designation of authorized person filling the rate chart:</b> |                                 |                              |                                   |   |
| <b>4.</b> | <b>Rate Chart – ‘A’</b>  |                                 |                              |                                   |   |
|           | <b>S.N</b>   | <b>Particular</b>               | <b>Area<br/>(5000 Sq.ft)</b> | <b>Capacity<br/>12 Lakh/annum</b> | <b>Monthly Rental<br/>Charges ( Rs)</b> |
|           | 1  | Plant Tissue Culture Laboratory | 5000 Sq.ft                   | 12 Lakh<br>plants/Annum           |   |
|           | 2  | Outside Facility-Shade net      | 1650 Sq.mt                   | 80000/plants                      |   |
|           | 3  | Fan Pad System                  | 300 Sq.mt                    | 60000/plants                      |   |
|           |  | Total Amount (Rs)               |                              |                                   |   |
|           | 1.GST Extra  |                                 |                              |                                   |   |

**Authorized Signatory****Name:****Designation:****Signature:****Seal of Company**

**Annexure – 4**

**CONTRACT**

**CONTRACT NO.....**

This contract is made at the National Institute of Post Harvest technology (NIPHT), Talegaon Dabhade, Dist. Pune on this .....day of.....2019

**BETWEEN**

Director, NIPHT, Talegaon Dabhade which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the First Part

**AND**

M/s..... (Hereinafter called the ‘**Contractor**’ which expression shall include unless excluded by or repugnant to the context, be deemed to its successors and assigns) of the Second Part.

WHEREAS the ‘Director, NIPHT, Talegaon Dabhade’ with the intention of renting the PTC lab and related items at NIPHT, Talegaon, had invited tender for the execution of the said work.

AND WHEREAS the contractor had submitted their quote through E-tender on dated .....

AND WHEREAS the Tender Opening/Scrutiny Committee, has found the tender submitted by the Contractor qualifying as per tender document issued Award of Contract dated.....

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. The conditions and specifications in the invitation to bid, the Financial Bid and the Technical Bid will form an integral part of this contract and the parties will bound to abide by all the conditions and specifications contained therein.
2. The scope of contract shall be as per clause no. 4.16.2 of the general terms and conditions of the contract mentioned in tender document.

3. Period: The Contractor shall remain in contract for renting PTC lab and related items at NIPHT as per specification mentioned in tender document for the period of three years from the date of acceptance of Award of Contract.
4. Security Deposit: -The Contractor shall submit the Security Deposit as per clause no. 4.11 of the general terms and conditions of the contract mentioned in tender document.
5. Payment: The Contractor shall pay rent amount on monthly basis of Rs. ....../- (Rupees ..... only) to NIPHT in accordance with the clause as per mention in tender of the terms and conditions of the contract mentioned in tender document.
6. All direct and indirect taxes arising in connection with the execution of work shall be borne exclusively by the Contractor.
7. Shut down and /or preventive maintenance during contract period shall be the responsibility of the Contractor.
8. Indemnity: The Contractor shall indemnify Director-NIPHT against any claims with regard to damage, loss, injury, theft during the contract period.
9. Director/Authorized person, NIPHT Talegaon Dabhade will monitor the PTC Lab services from time to time. It is the obligation of the contractor to perform the work as per terms and conditions accepted by him. If Director/ Authorized person, NIPHT, Talegaon Dabhade notices that the services are not as per tender document and there are violations of the terms and conditions of the contract then he has every right to give stop memo and terminate the contract without prior notice. This is without prejudice to any right as per the contract.
10. Dispute Settlement and Arbitration: The settlement of disputes and arbitration shall be as per clause no. 4.14 of the general terms and conditions of the contract mentioned in tender document.
11. Jurisdiction: Any legal matter arising from this contract shall have jurisdiction in the court at vadgaon, Maval as per clause mention in tender document of the general terms and conditions of the contract mentioned in tender document.
12. This contract is made in duplicate. The original printed on stamp paper No. .... will be retained by the Director, NIPHT, Talegaon Dabhade while the duplicate printed on stamp paper No. .... will be retained by the Contractor.

IN WITNESS WHEREOF, both the parties have here to subscribe their signature on---  
-----the date and year herein above written through authorized  
representatives.

For and on behalf of the Bidder

For and on behalf of the Director, NIPHT,  
Talegaon Dabhade

**Witness**

**Witness**

**1. Name:-**

**2.Name:-**

**Signature:**

**Signature:**

**Annexure – 5****List of Equipments and outside Facility**

| <b>Dead Stock Equipments</b> |                                       |                        |
|------------------------------|---------------------------------------|------------------------|
| <b>Sr. N</b>                 | <b>Name of material</b>               | <b>Actual Quantity</b> |
| 1                            | Air conditioner                       | 06                     |
| 2                            | Electric Oven                         | 01                     |
| 3                            | Electronic microscope                 | 01 set                 |
| 4                            | Elect. weighing balance               | 02                     |
| 5                            | Laminar air flow (7-Double Seater)    | 07                     |
| 6                            | Growth Racks (Big & small)            | 30+4                   |
| 7                            | Muffle furnace                        | 01                     |
| 8                            | PH and conduct. Meter                 | 02                     |
| 9                            | Refrigerator                          | 01                     |
| 10                           | Rotary shaker                         | 01                     |
| 11                           | Vertical Autoclave                    | 02                     |
| 12                           | Water bath with digital temp. control | 01                     |
| 13                           | Horizontal autoclave                  | 01                     |
| 14                           | Pass Box                              | 03                     |
| 15                           | Positive Pressure Module              | 04                     |
| 16                           | Air Shower                            | 01                     |
| 17                           | Air Curtain                           | 03                     |
| 18                           | <b>Measuring cylinder</b>             | -                      |
| 19                           | 25ml                                  | 02                     |
| 20                           | 100ml                                 | 02                     |
| 21                           | 250ml                                 | 02                     |
| 22                           | 500ml                                 | 02                     |
| 23                           | 1000ml                                | 02                     |
| 24                           | Plastic caps                          | 43000                  |
| 25                           | Plastic tray(large)                   | 1200                   |
| 26                           | Plastic tray(small)                   | 100                    |
| 27                           | Wash bottles                          | 09                     |
| 28                           | <b>Glassware</b>                      | -                      |
| 29                           | Bottles                               | 43000                  |
|                              | <b>Conical flasks</b>                 |                        |



|    |                                 |    |
|----|---------------------------------|----|
| 30 | 250ml                           | 26 |
| 31 | 1000ml                          | 03 |
| 32 | 2000ml                          | 02 |
| 33 | Glass rod                       | 02 |
|    | <b>Measuring cylinder</b>       |    |
| 34 | 50ml                            | 01 |
| 35 | 100ml                           | 05 |
| 36 | 500ml                           | 02 |
| 37 | 1000ml                          | 02 |
|    | <b>Pipette</b>                  |    |
| 38 | 1ml                             | 10 |
| 39 | 10ml                            | 10 |
| 40 | Petri dish                      | 27 |
| 41 | Test tube                       | 90 |
| 42 | A/C stabilizer                  | 01 |
| 43 | Apron                           | 16 |
| 44 | Basket (Stainless steel)        | 04 |
| 45 | Blade holder                    | 72 |
| 46 | Forceps                         | 72 |
| 47 | Gas pipe                        | 01 |
| 48 | Gas regulator                   | 01 |
| 49 | Gas Stove                       | 01 |
| 50 | Name plate(equipments)          | 17 |
| 51 | Scissor                         | 03 |
| 52 | Spatula                         | 06 |
| 53 | Stainless steel lid             | 02 |
| 54 | Stainless steel media pots      | 02 |
| 55 | Stainless steel T.T. stand      | 10 |
| 56 | Plastic Tray-Harvesting Purpose | 12 |
| 57 | Knife                           | 06 |
| 58 | Copping Board                   | 02 |
| 59 | Dust Bin                        | 16 |

**Outside Infrastructure list**

|   |   |            |
|---|---|------------|
| A | Primary Hardening Unit (Fan Pad system)               | 300 Sq.Ft  |
| B | Secondary Hardening Unit (Shade Net with poly tunnel) | 1650 Sq.Ft |