

F. No. D19011/2/2015-Admn.(NPPA)  
Government of India  
Ministry of Chemicals & Fertilizers  
Department of Pharmaceuticals  
National Pharmaceutical Pricing Authority

3<sup>rd</sup> & 5<sup>th</sup> Floor,  
YMCA Cultural Centre Building,  
1. Jai Singh Road, New Delhi-110001  
Date:- 22.12.2015

To,

Sub:- Tender for supply of Laptop (Dell-3340 Series) Items.

Sir,

National Pharmaceutical Pricing Authority (NPPA) an attached office of the Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, invites tender for supply of the following item:-

1.	Laptop (Dell-3340 Series)	(Light weight 1.7 Kgs) i5 5 <sup>th</sup> Gen/4GB/500GB/DVD Drive External/03yr +AC/win08. 1pro/with carry case/13.3" screen	01-only
----	---------------------------	--	---------

2. The terms & conditions of the tender are as given below:

(i) Tender should be submitted in the enclosed prescribed format in sealed cover stating 'Tenders for supply of Laptop within 21 days from the date of issue of this letter, i.e., **11.01.2016** by 17.00 hrs, along with acceptance of terms and conditions to Dy. Director (Admn), NPPA Cultural Centre Building, 5<sup>th</sup> Floor, 1. Jai Singh Road, New Delhi-110001. The tenders so received will be opened on **12.01.2016** at 15.30hrs.

(ii) Tenders must be accompanied **by Rs. 20,000/- (Rupees Twenty Thousand only) as Earnest Money Deposit in the form of Bank Draft only drawn in favour of PAO, Department of Pharmaceuticals, New Delhi.** Tenders without Earnest Money Deposit will be summarily rejected. No interest will be paid on Earnest Money Deposit. Earnest Money Deposit of unsuccessful tenderers will be returned after finalization of the tender. If the Tender is accepted and firm fails to undertake the contract, EMD will be forfeited.

(iii) Tender received after closing date and time will not be entertained..

(iv) Tenderer must write TIN/Service Tax Number in the bidding format.

(v) The rates quoted should be inclusive of all taxes/delivery charges etc.

(vi) The amount quoted by the tenderer will be final. No other charges/increase in rates will be acceptable to NPPA at a later date, in any case.

(vii) NPPA reserves the right to accept or reject any tender without assigning any reason thereof.

(viii) All the disputes shall be subject to Delhi jurisdiction only.

### **Rate/Prices**

(ix) The rates should be quoted in Indian Rupees only in words as well as figures, inclusive of all taxes like Excise duty, sales tax, VAT etc. as applicable.

(x) Prices should be quoted FoD basis (free delivery) at NPPA YMCA Building, 5<sup>th</sup> Floor, New Delhi only.

### **Penalty**

(xi) The successful tenderer shall execute the purchase orders (P.Os) placed by this office within five working days of receipt of P.O. Further it would be the responsibility of supplier/tenderer to supply articles at consignees' location. Delayed execution of order would be deemed to be unsatisfactory performance and may lead to cancellation of the contract/order.

(xii) If the selected tenderer does not supply the items within the stipulated period as indicated above, NPPA reserves the right to arrange the supply from another firm and the tenderer will have to reimburse the additional expenditure, if any, incurred by NPPA.

### **Settlement of disputes**

(xiii) All disputes, differences and questions arising out of or in any way of the contract/order shall be referred to the sole arbitration of the Chairman NPPA or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

### **Purchasers Rights**

(xiv) NPPA reserves the right to accept/reject any or all the tender in whole or in part and annul the tender process without assigning any reason whatsoever.

(xv) NPPA reserves the right to award the supply orders in parts to more than one tenderer.

(xvi) NPPA reserves the right to relax/withdraw any of the terms and conditions mentioned in the tender documents so as to overcome any problem encountered during the selection of the tenderers and also during the course of the execution of the contract.

(xvii) NPPA reserves the right to black-list a tenderer for a suitable period in case the firm fails to honour its tender without sufficient grounds.

(xviii) If a firm after award of the contract violates any of the terms and conditions, it shall be blacklisted and its EMD/ performance security shall be forfeited.

### **Basis of awarding the contract**

(xix) The contract shall ordinarily be awarded to the lowest evaluated tenderer whose tender has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions.

(xx) If two or more tenderers have offered the same price, NPPA reserves the right to classify all such tenderers as the lowest and divide the order suitably between them or adopt other transparent and objective criteria.

### **Gentility of the supplies**

(xxi) The material shall be in original packing from the manufacturer.

### **Mode of Payment**

(xxii) Payment against bill/invoice will be released only after execution of the supply order and the quality of the items found to be to the satisfaction of the NPPA. Payment will be made direct to the supplier through RTGS only. No request for other mode of payment will be entertained. No advance payment will be made in any case.

### **General /Others**

(xxiii) The tenderers will be bound by the details furnished by tender to NPPA, while submitting the tender or at subsequent stage. In case, any of the documents furnished by the tenderer is found to be false at any stage, it would be deemed to be a breach of terms of the contract making the tenderer liable for legal action besides termination of contract.

(xxiv) The charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc, will be paid by the tenderers only.

(xxv) In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the tenderer has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.

(xxvi) The Officers of NPPA or their representatives may inspect the items before supply.

Yours faithfully,



(Manoj Kumar Singh)  
Deputy Director (Admn.)

**Proforma For Submitting Quotations**

Name of the firm/ Agency/ Company: .....

Tin No: .....

Service Tax: .....

Sr. No.	Items Name	Descriptions	Quantity	Amount Quoted (Including all taxes cartage etc )
1.	Laptop (Dell-3340 Series)	(Light weight 1.7 Kgs) i5 5 <sup>th</sup> Gen/4GB/500GB/DVD Drive External/03yr +AC/win08. 1pro/with carry case/13.3" screen	01-only	

Authorised Signatory  
with Date & Stamp