F. No. D19011/01/2016-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:- 6 .02.2016

To,

Sub:- Tender for supply of 10 (Ten) UPS Battery(12V/75AH) 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:-

Sl. No.	Name of the purchase items	Volts / Ampere	Quantity
1.	UPS Battery	(12V/75AH) Items.	10-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 10 UPS Battery (12V/75AH) within 21 days from the date of issue of this letter, i.e., 7th March, 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 8<sup>th</sup> March, 2016 at 15.30hrs.
- (ii) Tenders must be accompanied by Rs. 7,000/-(Rupees Seven 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 on delivery) at NPPA YMCA Building,  $5^{th}$  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.

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.)

> मनोज कुमार सिंह/MANOJ KUMAR SINGH उप निदेशक/Dy. Director राष्ट्रीय औषद्य मृत्य निर्धारण प्राधिकरण National Pharmacoulicals Pricing Authority औषद्य विमाग/Deptt. of Pharmacoutical रसायन एवं उर्चरक मंत्रालय Ministry of Chemicals & Fertilizers नई दिल्ली/New Delhi-110001

Protorma	For Subi	nitting Gi	iotations		
Name	of	the	firm/	Agency/	Company:

Tin No:

Service Tax: ....

Sr. No.	Items Name	Descriptions	Quantity	Amount Quoted (Including all taxes cartage etc)
1.	UPS Battery	(12V/75AH) Items.	10-only	