

गिसिल सं० D- 38011/01/2014- प्रशासन (एनपीपीए)

भारत सरकार  
रसायन एवं उर्वरक मंत्रालय  
औषध विभाग  
राष्ट्रीय औषध मूल्य निर्धारण प्राधिकरण

तीसरी/पांचवी मंजिल,  
वाई०एम०सी०ए० सांस्कृतिक केन्द्र भवन,  
1, जय सिंह मार्ग, नई दिल्ली-110001  
दिनांक: 18.07.2016

To,

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

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(Lixide/Microtak)	(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) in NPPA" and the last date of the submitting the bids is, 8<sup>th</sup> August, 2016 by 15.00 hrs, along with acceptance of terms and conditions to Under Secretary (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> August, 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.

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- (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) 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<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.

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(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 (L1) 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.

From 2019

(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 EMD will be forfeited.

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

Yours faithfully,  
सजय छाबड़ा / SANJAY CHHABRA  
अवर सचिव / Under Secretary  
राष्ट्रीय औषध मूल्य निर्धारण प्राधिकरण  
National Pharmaceuticals Pricing Authority  
औषध विभाग / Dept. of Pharmaceuticals  
रसायन एवं उर्वरक मंत्रालय  
Ministry of Chemicals & Fertilizers  
नई दिल्ली / New Delhi - 110001  
18/7/16  
(सजय छाबड़ा)  
अवर सचिव (प्रशासन)

Consultant (VKT) D/o. Pharmaceutical with the request to upload it on the website of D/o. Pharmaceutical.