



## **TERMS AND CONDITIONS:**

### **I. GENERAL INSTRUCTION TO BIDDING:**

- a. Any offer made in responses to this tender when accepted by NIPHM will constitute a contract between the parties.
- b. Tenderer is exempted from Earnest Money Deposit
- c. The Contract shall be interpreted under Indian laws and all disputes will be resolved **within Hyderabad Jurisdictions**. In case of any dispute, the decision of NIPHM, Hyderabad shall be final and binding.
- d. 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.
- e. The quantity of items may increase or decrease at the time of award of purchase order.
- f. Quotation should be valid for a minimum period of SIXTY DAYS from opening of tender. The sealed quotation duly superscribing on the envelop **“Quotation for supply of High Speed Refrigerated Centrifuge with tender no. and due date”** should reach on or before the specified date and time to the Registrar NIPHM, Rajendranagar, Hyderabad-500 030.
- g. The NIPHM takes no responsibility for delay, loss or non-receipt of quotations/documents sent by post and reserves the right to accept or reject any part/full of the quotation without assigning any reasons whatsoever.
- h. Tenders received after due date and time shall be rejected.
- i. The rates quoted should be inclusive of all charges such as Octroi, packing, forwarding, insurance and loading, unloading, freight and clearance etc. and bidder should undertake to supply goods at NIPHM at his cost.
- j. The VAT/Sales/General taxes where legally leviable and intended to be claimed should be distinctly shown along with the price quoted. Where this is not done it will be treated that the price is inclusive of VAT & other taxes. VAT/CST registration No. and date of its validity should be indicated. This Institute will not provide “C” & “D” forms, hence quote for the taxes actually leviable. The firm must quote their TIN No. , PAN No., (IT returns) VAT registration no. etc. in the quotation (attested copies to be enclosed).
- k. The rates should be mentioned clearly in both figures and words for each item in the quotation. If there is any variation in figures and words rates quoted in words will be taken in to consideration. The overwriting, cutting, erasing, if any should clearly be indicated duly attested.

1. **Corrupt or Fraudulent Practices:** Bidders should observe the highest standard of ethics during the procurement and execution of such contracts. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution, and “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

NIPHM will reject a proposal for award if it is found that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

## **II. CONDITIONS OF CONTRACT**

- a. Sealed Quotations will be accepted from authorized dealers/ distributors/manufacturers for supply of High Speed Refrigerated Centrifuge in accordance with our specifications.
- b. The Manufacturer should have at least 3 years of experience in dealing/supplying of laboratory equipments for which they have to enclose copies of purchase orders.
- c. In case of dealer/distributor should enclose the authorization letter from the manufacturer. Experience of manufacturer will be taken into account in respect of authorized dealer and distributor.
- d. In respect of Manufacturers Gross Annual Turnover should be Rs. 25 lakhs. In respect of Authorized dealer, the turnover of the manufacturer will be taken into account. Turnover not applicable to registered supplier with NIPHM/DGS&D CRIDA. Proof to be submitted.
- e. In respect of other bidder’s the annual gross turn over should be at least Rs. 20.00 lakhs during last financial year, for which they have to enclose copy of the annual accounts duly signed and attested by a Chartered Accountant. Proof to be submitted.
- f. The bidder should provide details of after sales service. The bidder has to submit its willingness to this effect.
- g. The NIPHM does not undertake any responsibility for issue of import licence where it may be required for the supply of the stores and acceptance of tender shall not imply such an undertaking on the part of NIPHM.

### **III. TECHNICAL SPECIFICATIONS:**

<b>S.No</b>	<b>Description</b>	<b>QTY</b>
1.	High Speed Refrigerated Centrifuge <ul style="list-style-type: none"><li>• Bench top with rotor of 1.5/1.2 ml</li><li>• Additional rotor of 50 ml</li><li>• Suitable UPS 3 KVA</li></ul>	1 No

- a. The Tenderer should submit along with their quotation, details of similar supply made to Training/Scientific/Technical Institutions of Govt./PSU/SAU/Pvt. Firms in India and the reference to that effect may be clearly mentioned and copies enclosed. Catalogue /literature of the equipment/furniture quoted should be provided along with the quotation.
- b. Warranty should be provided atleast for two years. The firm should provide details of after sales service. The firm has to submit its willingness to this effect.

### **IV. Contract / Agreement**

- a. The Successful firm(s) shall require to deposit 5% of the order value as Security deposit/Performance Security either by means of demand draft or irrevocable Bank Guarantee obtained from any nationalized/commercial banks in favour of National Institute of Plant Health Management (NIPHM), the Hyderabad which should be valid beyond 60 days beyond 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
- b. The Performance Security shall be forfeited if the contractor declared successful fails to supply the stores as per specification mentioned in the purchase order or does not accept the assigned work for any reason, whatsoever.
- c. If the firm fails to deliver the goods within the stipulated delivery period as mentioned in the purchase order penalty of 2% per day of value of order shall be imposed/levied as liquidated damages
- d. Payment will be made within 15 days after receipt of material, installation and its final acceptance.

**V. PRICE SCHEDULE**

**1. Name of the item: Procurement of High Speed Refrigerated Centrifuge**

Sl. No.	Item Description	Make/ model	Unit	Quantity	Price (Rs.)	Sales Tax/VAT	TOTAL Amount (Rs.)

- NOTE: 1) Items should be delivered and installed at NIPHM  
2) Sales tax/VAT should be indicated clearly.  
3) Prices should be quoted only in Indian Rupees.

We are herewith undertaking that the details provided above are true and to abide by the terms and conditions contained in the bid document of NIPHM.

Signature of authorized official  
(with seal and stamp)

Name :  
Designation :

Filename: PQP-BioEquip-RefrigeratedCentrifuge-03092012.doc  
Directory: C:\Documents and Settings\admin\Desktop\website 3-9-2012  
Template: C:\Documents and Settings\admin\Application  
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