



राष्ट्रीयवनस्पतिस्वास्थ्यप्रबंधनसंस्थान
National Institute of Plant Health Management
Department of Agriculture & Farmers Welfare
Ministry of Agriculture & Farmers Welfare, Government of India



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Rajendra Nagar,
Hyderabad – 500 030
<http://niphm.gov.in>

F. No.4(27)/2023-Stores

SECTION-I: SCHEDULE OF REQUIREMENT

Providing following spare parts under PAC Basis from M/s. Johnson Lifts Private Limited:-

| S.No. | Description |
|-------|--|
| 1. | Lift No. L-F9879 (MG Block Rear) 1. AC-DC Converters with Battery Charger with DIN Type – 1 Nos. 2. Car Shoe Liner (Button Type) – 4 Nos. 3. Magnet – Model Y 30 – Size 40 X 25 X 6 MM – 16 Nos. 4. Rectangle Bistable Magnetic Sensor 250V/120VA/3A – 2 Nos. 5. Car Shoe Liner 10 MM – 4 Nos. 6. ARD Battery (12V-7AH) – 1 Nos. |
| 2. | Lift No. L-F9858 (MG Block Front) 1. ARD Battery (12V-18AH) – 4 Nos. 2. ARD Battery (12V-7AH) – 1 Nos. 3. Charger Battery (12V-2.5AH) – 1 Nos. |
| 3. | Lift No. L-A5316 (LBS Building) 1. Screen Sensor WECO917B, 220V AC, 212 Beams – 1 Nos. 2. Door Limit Switch with 2 No 2 NC – LH – 1 Nos. 3. Door Limit Switch with 2 No 2 NC – RH – 1 Nos. 4. Car Shoe Liner 10 MM – 4 Nos. |

*The last date of receipt of bid is 13-03-2024.

SECTION-II: SCOPE OF WORK UNDER

| S.No. | Description |
|--------------|--|
| 1. | Lift No. L-F9879 (MG Block Rear) 1. AC-DC Converters with Battery Charger with DIN Type – 1 Nos. 2. Car Shoe Liner (Button Type) – 4 Nos. 3. Magnet – Model Y 30 – Size 40 X 25 X 6 MM – 16 Nos. 4. Rectangle Bistable Magnetic Sensor 250V/120VA/3A – 2 Nos. 5. Car Shoe Liner 10 MM – 4 Nos. 6. ARD Battery (12V-7AH) – 1 Nos. |
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*The cost of the above items should be quoted inclusive of GST, packing, forwarding and freight charges.

*The spare parts should be supplied and installation should be completed within 1 week of the issue of order.

SECTION-III: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Bidder is requested to mention the applicable GST rate, packing, forwarding and freight charges in the quotation so that applicable GST rate will be considered for financial evaluation and Order placement.
2. **Payment terms:**
 - a) Payment will be released within 30 days from the date of submission of bill and issue of final certificate by the officer to that effect.
 - b) All the payment shall be made by Cheque/DD/RTGS/NEFT after supply and final acceptance by the designated officer.
 - c) The Supplier/firm should submit the invoice in triplicate. The invoice should contain the GST registration number and there should not be any overwriting/cuttings/corrections. An advance stamped receipt should be enclosed along with invoice.
 - d) The supplier shall not claim any interest on payment under the contract.
 - e) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the supplier rates as notified from time to time.
 - f) No payment shall be made for rejected stores. Rejected items must be removed by the supplier within two weeks of the date of issue of rejection advice at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.
 - g) No additional service charges for fixing the spare parts to the equipment will be allowed.

Other Terms & Conditions

1. **Acts of Omission and Commission:**

NIPHM shall in no way be responsible for any acts of omission and commission arising out of any act or situation or circumstance, which may be the direct or indirect consequence of this contract.
2. **Non-Guarantor:** NIPHM shall in no way be responsible and is not a guarantor for any financial dealings by / obligations of the supplier, which may / may not have arisen due to this contract or which may be the direct / in-direct consequence of this contract.
3. OEM/authorized distributor should accept a fall clause and give an undertaking that, in case it supplies or quotes a lower rate to other Governments, Public Sector or Private Organisation, it would re-imburse the excess.
4. **Consignee:** Registrar, National Institute of Plant Health Management (NIPHM), Rajendrangar, Hyderabad – 500 030
5. The contractor shall not be entitled to any increase in the rates.
6. In case the equipment is taken outside for repair work, the contractor 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.
7. The Competent Authority reserves the right to reject any or all the tenders and annul the bidding process at any time prior to award of Contract, without assigning any reason, without thereby incurring any liability to the affected Bidder or Bidders, and his decision will be final.
8. **Force Majeure conditions:** If at times during the continuance of the Agreement/Contract, it becomes impossible by reason of war or war- like operations, epidemics, pestilence, earthquake, fire storm or floods, the firm shall during the continuance of such contingencies not be bound to execute the contract as per the agreement/contract.

The work shall be resumed immediately after the contingency/cies has/have ceased otherwise determined and the Successful Bidders obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The successful Bidders shall however inform the NIPHM by registered post/fax about such Act duly certified by the commissioner of Labor at the beginning and end of the above causes of delay within 10 (ten) days of occurrence and cessation of such Force Majeure conditions.

In the event of delay lasting over one month, if arising out of cause of Force Majeure, the NIPHM reserves the right to cancel the contract without any compensation. Only events of Force Majeure which affects the order progressing at the time of its occurrence shall be taken in to cognizance. The NIPHM shall not be liable to pay extra costs due to delayed supplies made under Force Majeure.

9. **Disputes and Arbitration:**

- a) All matters relation to any dispute which may arise during the execution of the contract shall be referred to Arbitration of an Arbitrator to be mutually agreed upon between the parties. On the whole, provisions of the Arbitration and Conciliation Act, 1996 shall prevail.
- b) The venue of such Arbitration shall be at Hyderabad only. Arbitration suits or any other claims filed in any Court of Law outside Hyderabad City will not be binding on NIPHM.

10. **Jurisdiction:** Subject to the above Clause, it is hereby agreed that Hyderabad City shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this contract agreement. The contract shall be governed by the Laws of Union of India/Government of Telangana in force.

11. **Assignment:** The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

12. **Subcontracts:** Assignment of the contract is not allowed and the bidder himself has to execute the contract of supplying the instruments. Further all the analytical Instruments must have been manufactured by the same Industry/Company, except the Personal computer and its accessories like UPS etc.

13. **Governing Language:-** The contract shall be written in the English language. The version of the Contract written in the English language shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in English only.

14. **Applicable Law:-**The Contract shall be interpreted in accordance with the laws of the Union of India.

15. **Notices**

- a) Any notices given by one party to the other, pursuant to this Contract shall be sent to the other party in writing or by email or facsimile and confirmed in writing to the purchaser. For this purpose, the Purchaser's address is specified below:
National Institute of Plant Health Management Rajendranagar, Hyderabad -500030.
- b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

16. **Taxes and Duties**

- a) A Foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the India as well as within India till the delivery of the contracted goods to the purchaser.
- b) Custom Duty shall be paid in Indian currency on submission of documentary evidence, only on the Foreign goods. GST will be paid in Indian currency.
- c) A Local Supplier shall be entirely responsible for all taxes, duties, and license fees etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) Statutory variation in Custom Duty and GST on finished product within the original Delivery Period will be on purchaser's account.
- e) The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Custom Duty and GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the currency of the contract.

STANDARD FORMATS

Annexure – I

ON THE LETTERHEAD OF ORIGINAL EQUIPMENT MANUFACTURER

To whom it may concern

Date: _____

PROPRIETARY CERTIFICATE

We,with our factories at, hereby certify that the following parts quoted (Quotation No.....Dt:.....) are articles of proprietary in nature, and weare the original manufacturer of the said items

The items mentioned below are solely manufactured by us and not by anyone else in the entire world.

| S.No. | Description |
|-------|--|
| 1. | Lift No. L-F9879 (MG Block Rear) 1. AC-DC Converters with Battery Charger with DIN Type – 1 Nos. 2. Car Shoe Liner (Button Type) – 4 Nos. 3. Magnet – Model Y 30 – Size 40 X 25 X 6 MM – 16 Nos. 4. Rectangle Bistable Magnetic Sensor 250V/120VA/3A – 2 Nos. 5. Car Shoe Liner 10 MM – 4 Nos. 6. ARD Battery (12V-7AH) – 1 Nos. |
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Thanking you,

Signed for

(Company Name)

AUTHORIZED SIGNATORY

**TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date: _____

To,
The Registrar,
National Institute of Plant Health Management (NIPHM),
Rajendranagar,
Hyderabad – 500 030

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref No: F.No. 4(27)/2023-Stores ***

Name of Tender / Work: - Supply of the spare parts for Johnson Lifts (3 No.).

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.niphm.gov.in as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), Section(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
7. OEM/authorized distributor should accept a fall clause and give an undertaking that, in case it supplies or quotes a lower rate to other Governments, Public Sector or Private Organisation, it would re-imburse the excess.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FORMAT FOR UNDER TAKING

I/We hereby certify that I/We the undersigned bidders have read all the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India as per **Ministry of Finance, DOE, PPD - OM NO.: 6/18/2019-PPD dt.23/07/2020, Insertion of Rule -144 (xi) and Restrictions, Exclusions under Rule -144 (xi) in the General Financial Rules (GFRs), 2017.**

It is certified that I/We the undersigned bidder **is** NOT from Country which shares a land border with India **as** mentioned in this OM.

I/we hereby declare that information furnished herein is true and correct to the best of my knowledge and belief & understand that in the event of this information being found false or incorrect at any stage, bid shall be liable to rejection/termination of accepted Bid /any further action in accordance of law.

Dated at

(Dated signature of Bidder with stamp of the firm)

Checklist of Documents:

1. Quotation.
2. Annexure-I.
3. Annexure-II.
4. Annexure-III.