



राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान
National Institute of Plant Health Management
कृषि एवं सहकारिता विभाग, कृषि एवं किसान कल्याण मंत्रालय, भारत सरकार
Department of Agriculture & Cooperation
Ministry of Agriculture & Farmers Welfare, Government of India



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F. No. 16/PMD/Repair Equip/2023-24

Dated: 04-09-2023

SECTION-I: SCHEDULE OF REQUIREMENT

Providing Repair and spare parts of the following items of under PAC Basis from M/s. Peak Scientifics, Delhi:-

Sl. No.	Name of the Work/Item	Qty	Description of service
1.	Nitrogen Generator Sl.No.A16-06-237	01	Genius NM32LA-A& NM32LA 110V Maint (08-9421)
2.	Nitrogen Generator Sl.No.A12-06-186	01	Service Kit NM32LA (08-9401)

Last Date: 10 days i.e 14.09.2023.

SECTION-II: SCOPE OF WORK

Sl. No.	Name of the Work/Item	Qty	Description of service
1.	Nitrogen Generator Sl.No.A16-06-237	01	Genius NM32LA-A& NM32LA 110V Maint (08-9421)
2.	Nitrogen Generator Sl.No.A12-06-186	01	Service Kit NM32LA (08-9401)

*The service charges of the above items should be quoted inclusive of GST, packing, forwarding and freight charges.

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.

1. 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.

17. **Extension of Service:** AMC services will be extended for a period of 6 months after completion of the contract period of 02 years, based on the satisfactory performance of the agency.

18. The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.