

**NON TRANSFERABLE**

**INVITATION OF BIDS FOR SUPPLY OF LIQUID NITROGEN FOR GENERAL STORE**

Sealed offers are invited on behalf of Director, NIPER from reputed manufactures having all India sales network or authorized Indian dealers/distributors for supply of the items on Annual Rate Contract (ARC) basis (As per Annexure – BOQ)

The eligible firms in line are requested to offer their most competitive & realistic rates as per the Price Bid. For eligibility criteria, detailed terms, general and special conditions of contract please refer to the tender document. You are requested to submit the sealed quotations superscribed on the envelope as: **“TENDER FOR SUPPLY OF LIQUID NITROGEN For General Stores** latest by 3:00 PM on 30.01.2019.

Following schedule is proposed for the tendering process which is tentative. However, any change with regard to date & time will be published only on the institute's website [www.niper.gov.in](http://www.niper.gov.in)

<b>A.</b>	Last date of receipt of tenders	30.01.2019 up to 3.00 PM
<b>B.</b>	Date of Opening of Bids	30.01.2019 at 3:30 PM

We look forward to receiving your quotations and thank you for your interest in this proposal.

**ASSISTANT REGISTRAR (S&P)**

## GENERAL TERMS & CONDITIONS

The following vendors are eligible to quote-

1. Indian Manufacturers (Must self-certify. The authorization as per ANNEXUR A should be enclosed.
2. Authorised Indian distributors / dealers must attach specific authorization letter from Principal to quote for Rate contract on their behalf, addressed to Director, NIPER, Mohali (Schedule –II Part-B)
3. This Institute is interested to enter into Rate Contract (RC) with only reputed manufacturers or their authorized Indian dealers/distributors. Hence, the tenderers are advised to attach the relevant latest authorization letter along with their offer (as per Schedule –II Part- A) in case of Manufacturers and (Schedule II Part-B) in case of Authorized Indian Dealer / Distributor.
4. The Tenderers shall have to indicate clearly the Brand / Make of the product (s) for which they will submit the Rate Contract (RC) offer.
5. The firm should have PAN, GST registration with a valid TIN till at least 31<sup>st</sup> March 2020 and proof of the same must be attached with the bid. Please submit your tenders if you are in a position to provide the requisite supplies in accordance with the requirements stated in the attached schedule. The firm should have technical competence, financial resources and reputation to make such supplies. **Each bidder must submit only one quotation.**
6. It is required by all concerned, namely the Bidders / Suppliers, as the case may be, to observe highest standard of ethics during the procurement and execution of this tender. The firm or its proprietor(s) should not have been blacklisted by any government organisation.
7. The purchase orders will be issued from time to time as and when particular item(s) is / are required. The items should not be quoted / supplied over the Maximum Retail Price (MRP) under any circumstances. Rates quoted by the supplier shall be valid till 31.03.2020. All rates shall be F.O.R. NIPER, Sector 67, S.A.S. NAGAR.
8. NIPER being a Research Institute best discounts should be offered.
9. Payment of Bills will be made on receipt of material in good conditions, after satisfactory inspection. No advance payment will be made for purchase of any item. Payments will most likely be made within 30 days of the receipt/inspection of material.
10. Payments will be released through NEFT/RTGS. You are requested to provide the information, for payments through NEFT/RTGS, regarding Bank details( Name of the Account Holder, Bank Name & Address, Type of Account, Bank IFSC Code etc.) on letter head along with the cancelled multi city cheque. This information may be provided with the invoice. If the detail has already been provided, then need not to submit again.
11. **Security Deposit – Quotation should accompany FDR of Rs. 25,000/- pledged in favour Director NIPER SAS NAGAR valid for 15 months being security deposit.**
12. The Director, NIPER, Mohali reserves the right to accept or reject any tender or part thereof, without assigning any reasons. All disputes will be subject to the jurisdiction of S.A.S. Nagar (Mohali) only.
13. All the items mentioned in Supply order should be delivered in single lot only. No part supplies shall be accepted. Extension, if any, for supply of items is needed should be sought from the SPO, NIPER well in advance before the expiry of due date of Supply order with proper justifications.
14. In case the supplier fails to supply the ordered material as per his tender within the agreed period, the same will be purchased from other agency at its risk & cost and extra expenditure, if any, will be recovered from earnest money & pending bills without further notice which shall be binding on the contractor.
15. Rates should be quoted neatly. There should be no overwriting / cutting. Cutting if any should be duly attested with dated signatures. The quality / make of items must also be indicated with the rates.
16. Quotation shall be received at the Reception Counter of the Secretariat Building of NIPER upto

**30.01.2019 till 3:00 P.M.** and will be opened on the same day i.e. on **30.01.2019 at 3:30 P.M.** in the Conference Room on the first floor of Administrative Bhawan on NIPER in the presence of tenderers, whosoever may wish to be present. The institute shall not be responsible for any postal delays and quotations received after the stipulated date & time shall be summarily rejected. Quotations through FAX / E-Mail will not be entertained.

17. The schedules – I & II of the tender form should be returned intact duly filled up & signed. In the event of the space provided on the schedule – I form being insufficient for the required purpose, additional pages may be added. Each additional page must be attached with & referenced in the tender form.
18. The tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tender on its behalf should be indicated in the tender.
19. The Institute is not bound to accept the lowest or any other tenders on specific grounds and also reserves the right of accepting the tenders in whole or in part. Tenders containing any other specific terms & conditions not agreed to by the institute may not be entertained.
20. The time for the date of delivery / dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract after which supply order shall be cancelled. The Competent Authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, security deposit of the supplier shall stand forfeited. Further, items should be delivered strictly as per their make / specification mentioned in the Supply Order, in case the quality of goods supplied are not in conformity with the standard given in tender or the supplies are found defective at any stage these goods shall immediately be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The Competent Authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidated damages shall be charged in addition to the cost of re- tender.
21. Conditional offers shall be straightway rejected. The Contractor shall not sub-let the contract. Any information furnished by the bidder found incorrect at any later stage, shall make the agency liable to be debarred from future tendering / taking up the works in NIPER. The department reserves the right to verify the particulars furnished by the bidders independently.
22. The contract shall be governed by the laws and procedures established by the Govt, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
23. There shall be no change in price structure during the currency of contract except of the statutory levies which are made applicable by the Govt. through notifications / regulations.
24. Prices charged for the stores supplied under the rate contract should under no event be higher than the lowest prices at which the party sells the items of identical description to any other organisation during the period of contract.
25. The items, so supplied will have to be of high quality and grade and in the inspection/test if these are found to be of inferior quality, the same are to be replaced by supplier at their cost within the stipulated period, failing which the Rate contract of the firm may be cancelled . Delayed supply / non-compliance of complete order may also lead to the cancellation of contract.
26. Price should be for delivery at NIPER, Sector-67, Mohali. The freight, Insurance charges, if any will not be borne by this institute. Similarly shortage, pilferage in transit etc shall be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser to make good the loss caused on this account. The defective supply will have to be replaced by the supplier within 7 days without any freight / transport/ other charges.
27. Discount , GST, taxes & other levies, if any must be clearly specified in the bid. Authorisation certificate from the Principals is mandatory with the Rate contract proposal if it is submitted by the Authorised Stockiest/Dealers. The Principal company authorization to any one dealer /firm/supplier, in the tender shall be final. No request will be considered to change the same and also no request will be accepted to divert the order to some other firm/supplier during the Rate Contract period.

28. **Fall Clause:** The **price** to be quoted (Price as indicated in the **price list less discount plus taxes and duty**, if applicable) by the Tenderer under the Rate Contract (RC) should in **no event exceed the lowest price** to which the Tenderer sells the stores of identical description to any other organisation during the currency of Rate Contract. If RC holder reduces its price or sells or even offers to sell the same item/s during the currency of the rate contract, **price will be automatically reduced** with effect from that date for all the subsequent supplies under the RC and in case payments have already been made at higher rates then necessary recoveries shall be effected from the firm.
  29. During the rate contract period, any time bonded **special offer** introduced by manufacturer/supplier must be offered to NIPER, Mohali also and same should be intimated in advance. However, NIPER, Mohali will have the Right to avail the offer or not.
  30. **The Institute is registered with DSIR for duty free imports vide notification no. 11/334/96-TU-V dated 01.05.2017. Duty exemption certificate and DSIR certificate will be provided, if required. You may quote the prices accordingly.**
  31. **GST :** National Institute of Pharmaceutical Education (NIPER), registered with Department of Science Industrial Research (DSIR) hence eligible to avail the GST Exemption as per Government Notification No. 47/2017 dated 14th November 2017. Further it is certified that ordered material will be used for research purpose only. **GST @5% is Applicable.**
  32. **Parallel Rate contract** for similar items can be placed at any time during the period of rate contract with one or more parties.
  33. **Empanelment** of successful bidder under **proposed Rate Contract** is merely for the purpose of **approval of rate/ price quoted by the firm** for their products with applicable discount and **it does not assure any guarantee by this office for any assured quantity of business / Purchase Order to successful bidders.** The Institute shall be free to buy any item offered by any firm under Rate Contract under any other Parallel Rate Contract or from any other source, as per its requirement.
  34. **Extension of contract:** The Rate contract with successful rate contract holders may be extended for another period of one year. Any decision taken on such extension by the Director, NIPER, Mohali will be final and no tenderer can demand such extension as a matter of right.
  35. All prices under Rate Contract shall be in **Indian Rupees** only. Rate contract prices in foreign currency will not be considered.
  36. The tenders are liable to be rejected if above conditions are not complied with.
  37. The duplicate copy of this letter may be returned to user duly acknowledged and accepted within 10 days from the receipt of this letter otherwise, it will be presumed that you are not interested in the rate contract.
  38. If the tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
  39. The tenderer should not be debarred or blacklisted by any Central / State Government Departments of India. An affidavit to this effect on Non-Judicial stamp paper of Rs.100/- duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the tender as **(Annexure-I)**
  40. The tenderer should submit a Rate contract Agreement affidavit to this effect on Non-Judicial Stamp paper of Rs. 100/- duly notarized must be enclosed with the technical bid in prescribed format. The Proforma of the affidavit is attached with the tender as **(Annexure-II)**
  41. The Offer provided by the manufacturing company time to time shall be applicable to NIPER
- Conditional tenders shall not be considered at all**

We hereby also certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. The above said 'Terms & Conditions' are accepted unconditionally.

**Dated signature of the Tenderer with Name & Address**

**SCHEDULE – I**

### MANDATORY CHECK LIST

		Yes / No	Page No.	Remarks (if any)
1.	Name of the Firm / Agency			
2.	Constitution of the Firm / Agency (Governing Act) a) Indian Companies Act, 1956 b) Indian Partnership Act, 1932 (please give names of partners) c) Any other Act, please specify.			
3.	<b>For partnership firms</b> , whether registered under The Indian Partnership Act, 1932?  If Yes, please state further whether by the Partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender?  ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration?  iii) If answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general Power of attorney as the case may be.			
4.	Name and Full Address of the Bankers  Along with your RTGS detail			
5.	Registration Number of the Firm			
6.	PAN / GST of the Firm			
7.	Experience in no. of years (Name and address of client departments may be indicated in chronological order and supporting documents may be attached in same manner)			
8.	Whether the Firm possesses the required technical competence, financial resources & reputation to execute the supplies. Please mention clearly.			
9	Indian Manufacturer / Authorized Distributor or Dealer  Please tick appropriate and provide Authorization as per Schedule II part 'A.' and Schedule II Part 'B'			

**Note:** The information required at serial no. 1 to 8 must be accompanied with the certified copies of the documents, and attached as per the serial number failing which the tender is liable to be rejected. No other document needs to be attached with the tender form. All pages of tender documents & supporting documents must be duly signed by the tenderer.

**Part-II (EMD Details):**

1. Details of the Earnest Money Deposited:

- a) Amount (in Rs.)
- b) Demand Draft number with date and Bank drawn on.

**Part-III (Details of Firm Representative):**

- 1. Name and address of the firm's representative, if any, and whether the firm would be represented at the time of opening of the tenders.

Dated: \_\_\_\_\_

Place: \_\_\_\_\_ **Bidder(s) / Authorized Signatory (ies)**

# UNDERTAKING BY Manufacture

## (For Manufacturer to self-certify)

(The Manufacturers are required to fill this Form in accordance with the instructions given in tender document. This undertaking should be given in the letter head of the company and should be signed and stamped by the Manufacturer).

Date: \_\_\_\_\_

Tender No: \_\_\_\_\_

To

The Director, NIPER,

Sector 67, S.A.S. Nagar (Mohali) Punjab 160 062

WHEREAS

We, (complete name of the authorized representative of the Manufacturer), who are official manufacturer of \_\_\_\_\_ (type of goods), having office at \_\_\_\_\_ do hereby agree to supply the goods under rate contract directly and sign the Contract. We hereby extend our full guarantee and Warranty with respect to the Goods offered by us and abide by all the terms and conditions of the tender document.

**Signature & Seal of Manufacture**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Contact No-**

\_\_\_\_\_

**Authorisation Certificate from Manufactures**

**(In case Manufactures authorise their local Distributor / Dealer to quotes on their behalf)**

(The Manufacturers are required to fill this Form in accordance with the instructions given in tender document. This undertaking should be given in the letter head of the company and should be signed and stamped by the Manufacturer along with their authorised distributor/ dealer).

Date: \_\_\_\_\_

Tender No: \_\_\_\_\_

To

The Director, NIPER,

Sector 67, S.A.S. Nagar (Mohali) Punjab 160 062

WHEREAS

We, (complete name of the authorized representative of the Manufacturer), who are official manufacturer of \_\_\_\_\_ (type of goods), having office at \_\_\_\_\_ do hereby authorize (complete name of local authorised dealer/distributor) to submit quotes, enter into rate contract , supply the material and receive payment on our behalf..

We hereby extend our full guarantee and Warranty with respect to the Goods offered by the authorised dealers / distributor.

**Signature & Seal of Manufacture**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Contact No-**

\_\_\_\_\_

**Signature & Seal of Authorized Dealer/Distributor**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Contact No-**

\_\_\_\_\_



**TENDER FOR SUPPLY OF LIQUID NITROGEN FOR GENERAL STORES IN THE NIPER, MOHALI FOR THE PERIOD 2019 -20**

Full Name and address of the tenderer in addition to address and other relevant information needed for the complete Address:

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Telephone No.

FAX No.

E-mail

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To

The Director, NIPER,  
Sector 67, S.A.S. Nagar (Mohali) Punjab 160 062.

Sir,

I / we have read all the particulars regarding the general information and other terms and conditions of the tender for the SUPPLY OF **LIQUID NITROGEN FOR GENERAL STORES** FOR GENERAL STORE IN THE NIPER, MOHALI FOR THE PERIOD 2019 -20 and agree to provide the same as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in schedule 'II' attached to this tender and I / We agree to hold this offer open till 120 days from the closing date of receipt of tender.

1. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I / we have understood the terms and conditions for the contract and shall provide the best supplies / services strictly in accordance with these requirements.
3. The following pages have been added to and form a part of this tender ----- . The schedules I and II to accompany this tender are at page Nos. -----.
4. Every page so attached with this tender bears my / our signature(s) and the official seal.
5. Demand Draft No.----- Dated ----- of Rs.----- drawn in favour of "The Director, NIPER" and payable at Mohali / Chandigarh is enclosed as EMD as required.

Signature & Seal of Tenderer with date-----Address

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**TENDER FOR SUPPLY OF LIQUID NITROGEN FOR GENERAL STORE IN THE NIPER, MOHALI FOR THE PERIOD 2019 -20**

Full Name and address of the tenderer in addition to address and other relevant information needed for the complete Address:

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Telephone No.

FAX No.

E-mail

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To

The Director, NIPER,  
Sector 67, S.A.S. Nagar (Mohali) Punjab 160 062.

Sir,

I / we have read all the particulars regarding the general information and other terms and conditions of the tender for the SUPPLY OF **LIQUID NITROGEN** IN THE NIPER, MOHALI FOR THE PERIOD 2019 – 20 and agree to provide the same as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in schedule 'II' attached to this tender and I / We agree to hold this offer open till 120 days from the closing date of receipt of tender.

6. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
7. I / we have understood the terms and conditions for the contract and shall provide the best supplies / services strictly in accordance with these requirements.
8. The following pages have been added to and form a part of this tender ----- . The schedules I and II to accompany this tender are at page Nos. -----.
9. Every page so attached with this tender bears my / our signature(s) and the official seal.
10. I agree to provide a performance security amount of upto 10% of the value of orders in favour of "The Director, NIPER" and payable at Mohali / Chandigarh" in case it is demanded by the institute in future.

Signature & Seal of Tenderer with date-----Address

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**QUESTIONNAIRE**

			YES/NO	Page No.	Remarks (if any)
1.	Name of the Firm / Agency				
2.	Constitution of the Firm / Agency (Governing Act)  d) Indian Companies Act, 1956 e) Indian Partnership Act, 1932 (please give names of partners) f) Any other Act, please specify.				
3.	<b>For partnership firms,</b> whether registered under The Indian Partnership Act, 1932?  If Yes, please state further whether by the Partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender?  ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration?  iii) If answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general Power of attorney as the case may be.				
4.	Name and Full Address of the Bankers				
5.	Registration Number of the Firm / GST details				
6.	PAN / TIN of the Firm				
7.	Experience in no. of years (Name and address of client departments may be indicated in chronological order and supporting documents may be attached in same manner)				
8.	Whether the Firm possesses the required technical competence, financial resources & reputation to execute the supplies. Please mention clearly.				
12	The firm should have a valid PAN, Sales Tax / GST registration with a valid TIN till at least 31 <sup>st</sup> March 2020 and <b>proof of the same must be attached</b>				

**Note:** The information required at serial no. 1 to 12 must be accompanied with the certified copies of the documents, and attached as per the serial number failing which the tender is liable to be rejected. No other document needs to be attached with the tender form. All pages of tender documents & supporting documents must be duly signed by the tenderer.

**Part-II (Details of Firm Representative):**

2. Name and address of the firm's representative, if any, and whether the firm would be represented at the time of opening of the tenders.

Dated: \_\_\_\_\_

Place: \_\_\_\_\_

**Bidder(s) / Authorized Signatory (ies)**

To,  
The Director  
NIPER, Sector 67  
SAS Nagar (Punjab)

**Subject: Rate Contract for the supply of Liquid Nitrogen for the year 2019-20 (Valid up to 31.03.2020)**

This has reference to your letter no. ....dated ..... for the supply of above mentioned items, we hereby submit our acceptance for the award of rate contract on the stipulated terms and conditions with maximum possible discount as mentioned below.

<b>Sr. No</b>	<b>Nature of the Items covered under R/C</b>	<b>Discount offered previously</b>	<b>Discount offered for 2019-20</b>
1	<u>LIQUID NITROGEN</u>		

**This is to certify that the discount offered to NIPER is not lesser than the discount offered to any other similar Institute by our Principal Firm or any of our Authorised dealers anywhere in India, failing which, appropriate actions as deemed fit may be taken against us by the NIPER, Mohali.**

Three (03) copies of the new price list are enclosed / will be provided by ....., Till then, we will supply the material according to existing price list for 2019-20.

Our sole authorized dealer will be as under / we will make the supply directly;

Name

Address

.....

Email:.....

Phone .....

The contact person on behalf of the company will be Mr. ....

Designation ..... Email..... Mobile No-.....

**Name, Signatures & Stamp of the Authorized Signatory**

**DECLARATION REGARDING BLACKLISTING/DEBARRING FOR  
TAKING PART IN TENDER**

(To be executed &attested by Public Notary / Executive Magistrate on Rs.100/- no  
judicial

Stamp paper by the Tenderer)

I / We \_\_\_\_\_ Manufacture / Partner(s)/ Authorized  
Distributor /agent of M/S\_\_\_\_\_hereby  
declare that the firm/company namely  
M/s.\_\_\_\_\_has not been blacklisted or debarred  
in the past by Union / State Government or organization from taking part in  
Government tenders in India.

Or

I / We \_\_\_\_\_ Manufacture / Partner(s)/ Authorized  
Distributor / agent of  
M/s.\_\_\_\_\_hereby  
declare that the Firm/company namely  
M/s.\_\_\_\_\_ was blacklisted or debarred by  
Union / State Government or any Organization from taking part in Government  
tenders for a period of \_\_\_\_\_ years w.e.f.  
\_\_\_\_\_ to \_\_\_\_\_.

The period is over on \_\_\_\_\_and now the firm/company is entitled to  
take part in Government tenders.

In case the above information found false I/we are fully aware that the tender/  
contract will be rejected/cancelled by Director, NIPER , SAS Nagar , and EMD/  
Performance Security shall be forfeited.

In addition to the above Director, NIPER SAS Nagar will not be responsible to pay  
the bills for any completed / partially completed work.

DEPONENT

Name\_\_\_\_\_

Address \_\_\_\_\_

Attested:

(Public Notary / Executive Magistrate)

**DRAFT SPECIMEN AGREEMENT TO BE SIGNED FOR RATE CONTRACT OF LIQUID NITROGEN ETC.**

This agreement is made at ..... (Place) ..... on ..... (Month / year) ..... day of between ..... (Name of the institute) ..... (hereinafter called the Institute) through ..... (Designation of the Competent Authority of the Institute) ..... which term shall include its successors, assignees etc. on the first part and ..... (Name & address of the firm) ..... (hereinafter called the Firm) which term ..... shall include its authorized representatives, successor, assignees etc. on the second part.

Whereas the ..... (Name of the Institute) ..... has decided to assign the Rate contract for supply of ..... to the firm on the terms and conditions hereinafter contained.

Whereas, The second party (complete name of the authorized representative of the Manufacturer), who are official manufacturer of \_\_\_\_\_ (type of goods), having office at \_\_\_\_\_ do hereby authorize (complete name of local authorised dealer/distributor) to submit quotes, enter into rate contract , supply the material and receive payment on our behalf. We hereby extend our full guarantee and Warranty with respect to the Goods offered by the authorised dealers / distributor.

1. **Period of Contract :** The Rate contract is valid for a period of \_\_\_\_\_ year w.e.f. \_\_\_\_\_ to \_\_\_\_\_ from the date as mentioned in the Award of Contract. This may be renewed from year to year subject to rendering of satisfactory service & fulfilling the term & conditions of the agreement.
2. **Scope of Service:** During the term of this Agreement the Second Party agrees to provide the goods on approved rates, terms and conditions.
3. The purchase orders will be issued from time to time as and when particular item(s) is / are required. The items should not be quoted / supplied over the Maximum Retail Price (MRP) under any circumstances. Rates quoted by the supplier shall be valid till 31.12.2018. All rates shall be F.O.R. NIPER, Sector 67, S.A.S. NAGAR (Punjab).
4. Payment of Bills will be made on receipt of materials in good condition & after satisfactory inspection. No advance payment will be made for purchase of any item. Payments will most likely be made within 30 days of the receipt / inspection of material.
5. All the items mentioned in Supply order should be delivered in single lot only. No part supplies shall be accepted. Extension, if any, for supply of items is needed should be sought from the institute well in advance before the expiry of due date of Supply order with proper justifications.
6. The time for the date of delivery / dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to a

maximum of 10% of the value of the delayed goods or services under the contract after which supply order shall be cancelled. The Competent Authority of the institute may also cancel the supply order at the cost & liability of the supplier in case of any violation of stipulated terms & conditions. In such a case, security deposit of the supplier shall stand forfeited. Further, items should be delivered strictly as per their make / specification mentioned in the Supply Order, in case the quality of goods supplied are not in conformity with the standard given in tender or the supplies are found defective at any stage, these goods shall immediately be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The Competent Authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidated damages shall be charged in addition to the cost of re-tender.

7. The contract shall be governed by the laws and procedures established by the Govt, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
8. There shall be no change in price structure during the currency of contract except in respect of the statutory levies which are made applicable by the Govt. through notifications / regulations.
9. The Liquid Nitrogen supplied should be of latest batch only with maximum shelf life.
10. Price should be for delivery at NIPER, Sector-67, Mohali. The freight, Insurance charges, if any will not be borne by this institute. Similarly shortage, pilferage in transit, etc. shall be the sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser to make good the loss caused on this account. The defective supply will have to be replaced by the supplier within 07 days without any freight / transport / other charges.
11. This institute is exempted from payment of Custom Duty & Central Excise Duty (Non-Industrial R&D Institute)
12. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
13. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the .....(name of the Institute) ..... may cancel the contract.
14. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.
15. No amendments to this agreement will be effective unless in writing and signed by the authorized representative of both parties.

### **Force Majeure Clause**

In case of fire, theft, riots, war, acts of terrorism, earth quake, Act of God etc. or under any cause/s beyond reasonable control of the SERVICE PROVIDER, or if the SERVICE PROVIDER is prevented from performing its functions under this contract over a period of seven days, the service provider shall not be liable or deemed to be in default of any of failure in performance stated in this contract.

### **Fall Clause:**



The price to be quoted (Price as indicated in the price list less discount plus taxes and duty, if applicable) by the Tenderer under the Rate Contract (RC) should in no event exceed the lowest price to which the Tenderer sells the stores of identical description to any other organisation during the currency of Rate Contract. If RC holder reduces its price or sells or even offers to sell the same item/s during the currency of the rate contract, price will be automatically reduced with effect from that date for all the subsequent supplies under the RC and in case payments have already been made at higher rates than necessary recoveries shall be effected from the firm.

**Court of Law**

1. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the Director, NIPER, Mohali.
2. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
3. The entire dispute shall be subject to the jurisdiction of the Court of Law at S.A.S. Nagar Punjab.

The decision of Director, NIPER (Competent Authority of the Institute) shall be final and binding on the contractor / agency in respect of any clause not covered under the contract and any matter incidental to the contract.

Director, NIPER reserves the right to terminate the contract with immediate effect without assigning any reasons.

The terms and conditions as stipulated in the tender, NIQ document and Award of Contract, shall be part of the agreement.

Signature of the First Party with Seal & Date  
Date

Signature of the Second Party with Seal &

Witness: (Name & Address with Signatures)

Witness: (Name & Address with Signatures)

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_