

# TERMS & CONDITIONS

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**Sub.: Tender for supply & installation of SMF Batteries – 12V, 7AH in UPSs attached to computers/equipments of various Divisions/Depts. of this Instt.- reg.**

General terms and conditions/eligibility criteria of this tender enquiry are mentioned below, and other specifications as mentioned in the relevant enclosed schedules, which shall also form part of this enquiry.

Each tender must fill up the self evaluation sheet as per **Annexure-I**. The tenders will be evaluated on its basis. One copy of this tender form duly signed and stamped, shall be enclosed with the tender in token of agreeing to all terms and conditions as mentioned in this tender document.

The complete sealed tenders must be deposited in the Tender Box of the Store department before the date & time. No late Tenders will be accepted under any circumstances.

It is the responsibility of the tenderer to see that complete tender document must be dropped in tender box by the date & time stipulated, failing which tender will be considered late & rejected. More handing over tender document in R & I Section or at any other counter or person cannot be considered as submission of bid and shall not be entertained.

## **GENERAL TERMS AND CONDITIONS**

1. Sealed tender superscribed "**Tender for SMF Batteries – 12V, 7AH**" are invited for the detailed in the Schedule (attached herewith) to the NATIONAL CENTRE FOR DISEASE CONTROL, 22, Sham Nath Marg, Delhi-54 during the period from 2013-14.
2. The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.
3. The tender is to be submitted alongwith duly signed Terms & Conditions & IFB in a sealed cover which must be clearly marked with the "**Tender for SMF Batteries – 12V, 7AH**" and the due date for its opening. The cover should be addressed to **The Chairperson, Purchase Committee, NCDC, 22, Sham Nath Marg, Delhi-54.**
4. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
5. Each tenderer is entitled to submit only one tender wherein he can, if necessary indicate alternative quotation. In case where more than one tender in a specified group is submitted by him will be liable to rejection.

6. In the event of the space on the prescribed form being insufficient for the required purposes, additional page must be numbers of consecutively bear the tender number and be fully signed by the tenderer. In such cases reference to the additional pages must be made in the tender form.
7. The tender must reach this office strictly not later than **27.10.2014 at 11.00 AM.** & the bid must be received by the address specified & no later than the time and date specified in the invitation for bids. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the bids will be received up to the appointed time on the next working day.
8. It is the responsibility of the bidders to see that the complete bidding documents, whether sent by post or by courier or by person are received by the time and date stipulated for receipt failing which the bid would be considered late and rejected.
9. Any bid received after the deadline for submission of bids prescribed will be rejected and/or returned unopened to the bidder.
10. The bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission or bids.
11. No bid may be modified subsequent to the deadline for submission of bids.
12. All Stores should be subject to inspection on receipt and purchaser shall have full discretion to accept or reject. Rejected supply should be removed within 15 days from date of intimation otherwise it will be disposed off in any manner deemed fit by the Institution.
13. The price charged for stores supplied to the Institution shall no event exceed the lowest at which the tenderers sells the store to any other person. If during contract period tenderer reduces the Sales Price, he should notify the same to the Director NCDC. Delhi-54.
14. **Performance Security/Guarantee**
  - A For successful bidder, **EMD of Rs. 5000/-** shall be treated as performance Security/Guarantee with the consent of the bidder. Otherwise, they may submit the performance Security/Guarantee of Rs. 5000/- in the form of DD/FDR/Bank Guarantee from a commercial bank, in favour of Director, NCDC & valid up to contract period, (**Annexure - II**).
  - B The Institute reserves the right to forfeit security deposit of a firm if the firm fails to execute the supply order.
  - C The performance security/guarantee will be discharged by the purchaser and returned to supplier on completion of the supplier performance obligations excluding the warranty obligations under the contract.
15. If the firm fails to supply the items ordered within the stipulated period. The firm will come under penalty clause.
16. The conditions of the tenderer shall not be binding on this Institute.

17. Delivery schedule – For indigenous equipments quoted in Indian rupees as FOR, 6 weeks will be given from Notification of Award. However, for imported equipment to be procured by opening of Letter of Credit, 90 days will be given from Notification of Award.
18. The Director, National Centre for Disease Control, Delhi reserves absolute right to accept and/or reject any tender either in full or in part, without assigning any reason therefore.
19. Settlement of Disputes
  - i) The purchaser & the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
  - ii) in case of dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of or connected with the agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Such dispute or difference shall be referred to the Sole Arbitration of an officer in the Ministry of Law, appointed to be the arbitrator by the Director General of Health Services. The award of the arbitrator shall be final and binding on the parties to the contract subject to the proviso that the arbitrator shall give a reasoned award in the case of claim in a reference exceeds Rupees One Lakh
  - iii) Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English
  - iv) The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such part or on its behalf shall be borne by each party itself.
20. Applicable Law : The contract shall be interpreted in accordance with the Laws of Union of India.
21. Any firm, who is indulged in illegal bid rigging and cartelization in the recent past and have been penalized/debarred/blacklisted by any Government Agencies (Central/State/Undertaking) will not be considered in the tender. If, at any point of time, it comes to the notice, the said firm's quotation will be cancelled and an appropriate action will be taken against the firm.

**Encl : Annexure I & II, as above.**

**STORES OFFICER  
FOR DIRECTOR**

**Self Evaluation Sheet to be filled by the Tenderer**

<b>SNo</b>	<b>Description</b>	<b>Self Evaluation (Yes/No)</b>	<b>Copy enclosed at Tender Document Page No.</b>	<b>Remarks (if any)</b>
1	Letter of Authorization/Authorized Dealer Certificate, if the manufacturer is not quoting the tender.			
2	At least 5 Work/supply Orders of same items with satisfactory reports from any recognized Govt. or Semi Govt. organization/PSU in last three years (copies enclosed)			
3	At least one year on-site comprehensive warranty from the date of Installation (No conditional warranty shall be accepted and it must be including all spares).			
4	Service Tax Regn. No.			
5	PAN Card			
6	The undersigned, certify that I have gone through the terms and conditions and undertake to comply with them. The rates, quoted by me are valid and binding on me for acceptance for 180 days from the date of opening of tender.			

**Sign & Seal of Firm**

**PERFORMANCE SECURITY FORM (BANK GUARANTEE)**

To The President of India

WHEREAS.....

(Name and address of the supplier) hereinafter called "the supplier") has undertaken, in pursuance of contract No..... dated ..... 2004 to supply description of goods and services (hereinafter called "the contract).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .....

..... (amount of guarantee in words and figures). Such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your First written demand declaring the supplier to be in default under the contract and without civil or argument, any sum or sums within the limits of (amount of guarantee) aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there-under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the "Acceptance Certificate" issued by the purchaser's representative.

Signature and seal of the guarantor

Place:

*Date:*