TERMS & CONDITIONS

Subject: NCDC – Tender for Comprehensive AMC for repairs/maintenance of FAX Machines

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 from part of this enquiry.

Each tenders must fill up the Eligibility Criteria 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. This Maintenance Contract/Rate Agreement shall be for the period of one year.

2. The tenderer shall carry out the Regular and periodical preventive maintenance checks and all breakdown jobs as and when wanted under the Maintenance Contract, at the approved rates only. The tenderer shall also furnish the telephone/ mobile number on which they can be contacted if needed at off hours for any repair/maintenance jobs.

3. The total amount of the estimate works, in the case of Rate Agreements, to be undertaken, will be decided as per actual requirement only at the time of placing work orders, however app. no. of electronic gadgets/Laboratory equipments are enclosed. Rates shall be referred to the items of works as detailed in the list. Specifications and makes of parts to be replaced shall be clearly spelt in the offer, and however these will be subject to quality approvals at the time of fitment.

4. In the case of Rate Agreements, the tenderer shall clearly quote rates for the works involved both job wise and item wise strictly according to the specifications only.

5. The tenderers may quote their competitive rates for the repair/replacement/maintenance jobs for all the items in the given List/Proforma only.

6. The tenderer shall not sub-lease any of the works awarded to them to any third party, without the written permission from the Director, N.C.D.C., Delhi.

7. If any equipment covered under the maintenance contract, is not working satisfactory for more than one month or less as per Schedule, from the date of its non-functioning, proportionate amount will be deducted from the contract fee besides any other administrative action. Standard penalty clause will be a part of the contract approvals which shall be as under for high tech equipments:

a) It will imperative for the company to do the minor repair immediately or within 24 hours from the time of information received by the company by any means of communication including telephone.

b) If the equipment is not made functional within 48 hours, a penalty would be imposed on the company, the amount of penalty would be calculated as three times of the proportionate amount of AMC for the period of delay on the part of tenderer in excess of three days or as specified in approved letter.

8. If any equipment covered under the contract is taken out of the premises of the Institute for any repair, it shall be under full responsibility of the tenderer, till the same is returned to

the concerned department in satisfactory working condition. Item may be taken out only with the written permission of the concerned Head of the Department and information of S.O.

9. All the repairs jobs carried out by the tenderer shall have a guarantee period of six months from the date of satisfactory completion.

10. Payment of contract fee will be released once a quarter, as the tenderer may choose, and after satisfactory completion of such period and a satisfactory completion certificate is produced from the concerned Head of the department (after repair/maintenance jobs.).

11. All the repair/maintenance jobs shall be attended on site only.

12. The spare parts required as replacement if any during the course of repairs/maintenance, shall arranged by the Tenderer himself.

13. The quantities of equipments mentioned in the enclosed Schedule are only tentative and they can be as per the actual requirement at the time of finalizing the contract.

14. The Director or his authorized representative has the full authority to inspect the premises of the workshop of the tenderer at any time during the contract period.

15. The tenderer should raise and submit their contract fee bill within three months from the date of completion of respective period as the case may be. Late submission of bills without valid reasons will not be processed for payment.

16. The tenderer shall quote lowest rate only, and in case they are charging still lower in other Govt. department/Hospital, this Institute shall have the right to similar lowest rates only and the tenderer shall quote a certificate to this effect on all their bills.

17. The tenderer shall quote the rates to those equipment which are under Comprehensive Annual Maintenance Contract, as mentioned in the enclosed Schedule on "AS IS WHERE IS" basis and <u>in case they want to charge any extra amount towards the initial repairs before entering into the contract, it shall be clearly mentioned and if it is not mentioned clearly, it will be presumed that the tenderer will take up the contract on "AS IS WHERE IS" basis only.</u>

18. The current approved contract holder shall handover the equipment under CAMC in full satisfactorily working condition to the new approved contract holder for the next financial year, and a certificate to this effect duly countersigned by the respective HOD shall be submitted alongwith the last bill failing which neither the Payment of Bill will be made nor the EMD (if any) will be refunded; besides any other administrative action as may deem fit.

19. Before submitting the tender the tenderer is expected to inspect the equipment from the concerned department after obtaining permission from the respective Head of Department on any working day.

20. **<u>Performance Security/Guarantee</u>**

A For successful bidder, **EMD of Rs. 2000/-** shall be treated as performance Security/Guarantee with the consent of the bidder. Otherwise, they may submit the performance Security/Guarantee of Rs. 2000/- 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.

21. 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.

22. 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.

23. Applicable Law : The contract shall be interpreted in accordance with the Laws of Union of India.

24. 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.

Stores Officer
For Director

Encl : Annexure I & II, as above.

Details of Fax Machines to be put under CAMC

Note : Unit Rate should be typed neatly

S. No.	Description	Qty.	Concerned Deptt.	Unit Rate (Excluding Tax)	Total Amount (in Rs.)
1.	Canon Model L-280	1 No.	Epid. Division		
2.	Samsung Laser MFP SF 565P	1 No.	Parliament Cell		
3.	Canon L140	1 No.	Microbiology Division		
4.	Sharp FOA 650	3 Nos.	Stores Section, CME&VM, Zoonosis		
5.	MX 365	3 Nos.	CA&RD-2, CME&VM–1		
6.	Canon MF 5750	1 No.	Library		
	Total	**10**	**Total Amount**		

Tax Rate & Amount: _____

Net Amount (with Tax) : _____

Annexure-I

Self Evaluation Sheet to be filled by the Tenderer

SNo	Eligibility Criteria for Tenderers	Self Evaluation (Yes/No)	Copy enclosed at Tender Document Page No.	Remarks (if any)
1	The Tenderer shall have at least three years of job experience of the annual maintenance repairs/ replacement of the equipments for which he is submitting the tender			
2	At least 5 Work Orders with satisfactory reports from any recognized Govt. or Semi Govt. organization/PSU in last three years (copies enclosed)			
3	List of service Engineers with the Identity Cards, who will be deputed for the maintenance jobs, clearly mentioning their technical qualification and experience, is enclosed			
4	Service Tax Regn. No.			
5	PAN Card			
6	The undersigned, certify that I have gone through the terms and conditions mentioned above 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

Annexure-II

Performance Security Form (Bank Guarantee)

To The President of India

WHEREAS..... (Name and address of the supplier) thereinafter called "the supplier") has undertaken, in pursuance of contract No..... dated ..... 2014 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: