

# **TERMS & CONDITIONS**

## **Subject : N.C.D.C. – Tender for shifting, re-installation and Comprehensive AMC of Express Plus 550 Analyzer (Ciba Corning) - 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 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 scheduled 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. Mere handing over tender document in Stores 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/CAMC shall be for the period of two years, after satisfactory shifting and re-installation of the equipment with calibration.
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 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. Rates shall be referred to the items of works as detailed in the said annexure only. 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/as per the enclosed schedule 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, NCDC, 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 CAMC 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 at least 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/CAMC, 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 quarter 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 AMC/CAMC, on "AS IS WHERE IS" basis and 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.
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 quarter bill failing which the Payment of Bill will not be made; besides any other administrative action as may deem fit.
19. Before submitting the tender, the tenderer is expected to inspect the equipment on **23.01.2014 (11.00 AM to 12.00 PM).**
20. 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.
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.**

**(PANKAJ KUMAR)  
STORES OFFICER  
FOR DIRECTOR**

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

**ELIGIBILITY CRITERIA FOR TENDERS'S**

**Conditions**

**Self Evaluation by Tenderer**

1. The Tenderer shall have at least three years of job experience of the annual maintenance repairs/replacement of the equipment in five organizations is being considered for which he is submitting the tender, and shall produce documentary evidence to this effect from any recognized Govt. organization/ Hospital/Deptt./ Government – Semi – Govt. Organizations. At least 5 Work Orders with satisfactory reports from user should be enclosed as evidence.
  
  2. The tenderer should have qualified technical personnel to handle the equipments quoted and shall provide a list of service Engineers with the Identity Cards, who will be deputed for the maintenance jobs, clearly mentioning their technical qualification and experience.
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