

Government of India
NATIONAL CENTRE FOR DISEASE CONTROL
(Directorate General of Health Services)
22-Sham Nath Marg, Delhi-110054
Tender Notice- No.6 stores/NCDC-GDDIC/13/Laptop/2013-14

TERMS & CONDITIONS AND INSTRUCTIONS TO THE BIDDER (IFB)

1. Sealed tender superscripted " **Tender for Laptop**" 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 along with duly signed Terms & Conditions & IFB in a sealed cover which must be clearly marked with the " **Tender for Laptop**" and the due date for its opening is **29/08/2013 at 11.30 am**. 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 **29.08.2013 till 11.00 AM** & the bid must be received by the address specified & no later than the time and date specified in the invitation forbids. 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 of 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 in 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.

14. If the firm fails to supply the items ordered within the stipulated period. The firm will not be considered for next tender.
15. The conditions of the tenderer shall not be binding on this Institute.
16. **Delivery schedule** – Within 15 Days from the date of issuance of Purchase Order
17. **BID PRICES:**
The bidder/tenderer shall indicate on the appropriate price schedule attached to these, the unit prices and total bid/tender prices of goods it proposes to supply under the contract. Price should be quoted only in the specified format as attached at Enclosure II.
18. **Bid currencies**
 - A. The prices should be quoted only in Indian National Rupees
19. **Document establishing bidder's eligibility and qualifications:**
 - A. The documentary evidence of the bidder's qualifications to perform the contract if its bid/tender is accepted, shall establish to the purchaser's satisfaction:
 - (a) That, in the case of a bidder/tenderer offering to supply goods under the contract which the bidder/tenderer did not manufacture or otherwise produce, the bidder/ tenderer has been duly authorized (as per authorization form in **Enclosure-II**) by the good's manufacturer or producer to supply the goods in India.
 - (b) That, in the case of a bidder/tenderer not doing business within India, the bidder/ tenderer is or will be represented by an agent in India equipped and able to carry out the supplier's maintenance; repair and spare parts stocking obligations prescribed by the conditions of contract and/or Technical Specifications and
 - (c) The bidder/tenderer shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid/tender and its qualifications to perform the contract if its bid/tender is accepted.
 - (e) The documentary evidence of the bidder's eligibility to bid/tender shall establish to the purchaser's action that the bidder, at the time of submission of its bid, is eligible.
20. **Period of validity of bids:**
 - A. Bids shall remain valid for 6 months after the date of bid/Tender opening prescribed by the purchaser. A bid/tender valid for a shorter period shall be rejected by the purchaser as non-responsive.
 - B. In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of bid/tender validity. The request and the responses thereto shall be made in writing (or by cable or by telex).
21. **Format and signing of bid**
 - A. The bidder/tenderer shall prepare two copies of the bid, clearly making each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
 - B. The original and all copies of the bid/tender shall be typed or written in indelible ink and shall be signed by the bidder/tenderer or a person duly authorized to bind the bidder/tenderer to the contract. The letter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unammended printed literature, shall be initialed by the person or person's signing the bid.
 - C. The bid/tender shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
22. **Preliminary examination**
 - A. The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, whether the bid/ tender validity is as required and whether the bids are generally, in order.

- B Bids from agents without proper authorization from the manufacturers or on principal's original Performa invoice with break-up of price shall be treated as non-responsive and shall be rejected.
- C Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its bid/ tender will be rejected. If there is a discrepancy between the words and figures, the amount in. words shall prevail.
- D Prior to the detailed evaluation purchaser will determine the substantial responsive-ness of each bid/tender to the bidding documents. For purpose of these clauses, a substantially responsive bid/tender is one which, conforms to all the terms and conditions of the bidding documents without material deviations. The purchaser's determination of a bid's responsiveness is to base on the contents of the bid/tender itself without recourse to extrinsic evidences.
- E A bid/tender determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder/tenderer by correction of the non-conformity.
- F The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice and affect the relative ranking of any bidder.

23. Evaluation and comparison of bid*

A The purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive acceptable,

B The purchaser's evaluation of a bid/tender will include and take into account.

(a) In the case of goods manufactured indigenously or goods of foreign origin already located in India, excise duty, sales tax and other similar taxes and duties, which will be payable on the goods if a contract is awarded to the bidder/tenderer and

(b) In case of goods of foreign origin offered from abroad, customs duties and other similar import duties/taxes, which will be payable on the goods if the contract is awarded to the bidder.

The purchaser's evaluation of a bid/tender will exclude and not take into account the additional features like training in India or abroad offered free or at an additional cost unless specifically asked for in the Technical specifications'

C The comparison shall be of F.O.R. delivery, installation and commissioning at consignee's end.

D The purchaser's evaluation of bid/tender will take into account, in addition to the bid/tender price and the price of incidental services, the following factors.

E Inland transportation, insurance and incidentals:

(a) Bidder shall quote separately for inland transportation, insurance and other incidentals for delivery of goods to the site. These costs incurred in India shall be quoted in Indian Rupees Bids offering goods of foreign origin from abroad shall quote for freight and insurance charges separately. This cost will be added to the bid/tender price.

(b) **Guarantee/warranty**

Bidder's bid/tender shall include guarantee/warranty including spares for a period of three years from the date of installation, commissioning and taking over of the equipment by the consignee. In case this element is quoted at extra coat, such cost will be added to the bid/tender price.

24. Award of Contract (Pre-qualification)

A. Notwithstanding the 'Qualification Requirements' set out in terms & condition the purchaser will determine to the satisfaction whether the bidder/tenderer selected as having submitted the lowest evaluated responsive bid/tender is qualified to satisfactorily perform the contract.

B. The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon the examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the purchaser deems necessary and appropriate,

C. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid/tender in which event the purchaser will proceed to the next lowest evaluated bid/tender to make a similar determination of the bidder's capabilities to perform satisfactorily.

25. Award criteria

Subject to clause 24, the purchaser will award the contract to the successful bidder/ tenderer whose bid/tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder/tenderer is determined to be qualified to perform the contract satisfactorily.

26. Purchaser's right to vary quantities at time of award

The purchaser reserves the right at the time of award to increase or decrease up to 25% of the quantity of goods and services specified in the 'Schedule or requirements' without any change in prices or other terms and conditions.

27. Purchaser's right to accept any bid/tender and to reject any or all bids

The purchaser reserves the right to accept or reject any bid/tender and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder/tenderer or bidders or any obligations to inform the affected bidder/tenderer of the grounds for the purchaser's action.

28. Spare parts

A As specified in the contract Form, the supplier may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured and/or distributed by the supplier.

(a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election will not relieve the supplier of any warranty obligations under the contract

(b) In the event of termination of production of the spare parts advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if and when requested.

B Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, plugs, washers, belts, etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order and establishment of letter of credit.

29. Warranty

A. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or -workmanship (except insofar as the design or material is required by the purchaser is specifications) or from any act or omission of the supplier that may develop under normal use of the supplied goods in India, i.e. the counter of final destination.

B. The warranty shall remain valid for 36 (Thirty six) months on the equipment or any portion thereof as the case may have been delivered to the final destination and installed, commissioned and take over by the consignee to the entire satisfaction of, the purchaser.

C The purchaser/indenter shall promptly notify the supplier in writing of any claim arising under this warranty.

D Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall elicit over the replaced parts/goods at the time of their replacement. No claim, whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.

E If the supplier, having been notified, fails to remedy the defects) within a reasonable period, the purchaser may proceed to take such remedial action as May be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchase may have against the supplier under the contract.

F The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay customs duty and all expenses up to the destination for the replaced parts.

30. Payments Terms

100% payment shall be made against supply, its installation & commissioning, and on receipt of Goods Receipt Note along with satisfactory report of supply and in good working condition.

31. Liquidated damages

A For delays

Subject to, other clauses, if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods unperformed services for each week of delay or part of there of until actual delivery or performance up to a maximum deduction of 10 (ten) percent of the delayed goods or services contract price. However, the purchaser may consider termination of the contract or emergency purchases once the time specified is over.

B For shortfall in equipment *performance*

Recovery shall be made from the supplier for not meeting the guaranteed performance/ productivity of the equipment during actual testing as detailed in "Technical Specifications". A sum equivalent to one percent of the cost of the equipment for each unit of shortfall in the guaranteed performance productivity where applicable.

32. Return of rejected stores of suppliers

The firm will take back the rejected stores from the deposits/consignees place and replace with fresh stock duly inspected within a reasonable period stipulated in the notice issued to the firm at their own cost up to the consignees or depots upon payment of testing charges, etc. The rejected stocks will be handed over by the deposit or consignees to the firm and payment of cost of the rejected stocks by the firm to the consignee. Failure of the firm may amount to the breach of contract on the part of the firm & firm shall be liable for recovery of consequent damages besides other remedies and rights available to the purchaser.

33. Penalty clause

A. If the firm fails to deliver any or all of goods or perform the services within the time period specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages to 0.5 percent of the delivered price of the delayed goods or unperformed services for each week or delay or part there of until actual delivery or performance, up to a maximum deduction of 10% (ten percent) of the delayed goods or services contract price. The purchaser may consider termination of the contract seeing its urgency.

34. TAXES & DUTIES

A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fee and other such levies imposed outside India.

A local, supplier shall be entirely responsible for all taxes, duties, license-fee, etc. incurred until delivery of the contracted goods to the purchaser. However, sales tax (not surcharge in lieu of sales tax) in respect of the transaction between the purchaser (and the supplier shall be payable extra by the purchaser, if so stipulated in the notification of award/contract.

35. VAT/PAN: Copy of number allotted should also be submitted.

STORES OFFICER
FOR DIRECTOR
NCDC, DELHI

Enclosures:

- I. Technical Specifications of Laptop
- II. Manufacturer's Authorization Form
- III. Price schedule Performa
- IV. Undertaking

Technical Specification of Laptop

1. Laptop Configuration

- a) Processor – i7
- b) Ram – Minimum 4 GB
- c) HDD – Minimum 350 GB
- d) Operating System – Windows 7 Professional or the latest version
- e) Display – Dedicated Graphics Card
- f) Wi-Fi - Enabled
- g) Warranty – 3 Years
- h) DVD-ROM, DVD+/-RW
- i) 14.0” HD (1366x768) Anti-Glare LED-backlit
- j) Webcam inbuilt
- k) Expansion port- LAN, USB, Microphone and other standard features
- l) Bag and all accessories
- m) Free-Clean Kit

2. Additional software

- a) Microsoft Office professional preinstalled and with license
- b) Anti-virus with license for 3 years subscription

MANUFACTURERS' AUTHORISATION FORM

To,

The Director,
National Centre for Disease Control,
22-Sham NathMarg,
Delhi – 110054.

Dear Sir,

IFB No./Tender No.

We.....who are established and reputable manufacturers of Having factories atand hereby, authorize M/s..... (Name and address of agents) to bid, negotiate and conclude the contract with you against IFB No..... for the above goods manufactured by us.

An agency commission of% included in the gross ex-work price is payable to M/s.....

We hereby extend our full guarantee and warranty as per terms & conditions of contract for the goods offered for supply against this invitation for bid by the above firm.

Our other responsibilities include:

(i)

(ii) (Specify here-in detail manufacturer's responsibilities)

The services to be rendered by M/s are as under:

(i)

(ii) (here specify the services to be rendered by the agent)

Yours' faithfully,

for and on behalf of M/s (Name)..... (Name of manufacturers)

Note : This letter of authorization should be on the letter head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Price Schedule Performa (for quoting rates by the willing Printers)

To,

The Director,
National Centre for Disease Control,
22-Sham NathMarg,
Delhi – 110054.

Dear Sir,

We have examined the tender for supply of seven no. of laptop with the specification, warranty terms and other terms and condition described in the tender. Our rates for the item according to your specification and terms are as under:-

Sl. No.	Item	Make/Model	Quantity	Specification	Amount (Per Unit) Rs.	Tax (if any)	Other Charges, Packing Forwar ding etc.(If any)	Total Amount (including all taxes and other charges) Rs.
Total Amount (In words): Rs.								

(Signature and stamp of the firm)

Date:

Place:

For
Authorized Signatories

UNDER-TAKING

1. 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.
2. The undersigned, hereby bind himself to supply to the Govt. of India. The Director, NATIONAL CENTRE FOR DISEASE CONTROL, New Delhi during the year 2013-2014 the articles shown in the appendix here to annexed at the rates specified against them.
3. That the articles shall be of the best quality and as per the requirements of the Institution. The decision of the Director, NATIONAL CENTRE FOR DISEASE CONTROL, New Delhi as regards the quality and kind of the articles shall be final and binding on me.
4. I agree to supply any articles in the appendix upto 25% above the quantity specified, if required.
5. The said officer shall not be bound to take all or any of the articles enumerated in the appendix in full or even in part of the estimated quantity.
6. I agree that in case of failure to supply the material for which a supply order will be placed upon me within the stipulated date of delivery, the Institution can go for purchase of the same at my risk.
8. The conditions herein contained shall form part of and shall be taken as If they are included in the agreement to be entered into or treated as agreement itself at the discretion of the Director, NATIONAL CENTRE FOR DISEASE CONTROL, New Delhi.
9. The said officer shall be, deemed if necessary, to change any article on its being found to be of inferior quality, it shall be replaced by me in time to prevent in convenience.
11. I undertake, that the prices quoted by me are lowest and I have not quoted any price lower than this anywhere in India.

Signature & Address of the Tenderer with Rubber Stamp
Phone No.