

Pages 1 – 8 (including undertaking)
No.6-Stores/NCDC/Annual Tender/Kits-Chemicals/2013-14
NATIONAL CENTRE FOR DISEASES CONTROL
(Directorate General Of Health Services)
22, Sham Nath Marg, Delhi – 110054

TERMS & CONDITIONS AND INSTRUCTIONS TO THE BIDDER (IFB)

SUB: NCDC, Delhi – No.6-Stores/NCDC/Annual Tender/Kits-Chemicals/ 2013-14

- 1. Separate tender superscribed "Tender for GROUP 1 & 2 are invited as per the detailed in the Schedule (attached herewith) to the Chairperson, Purchase Committee, National centre for Diseases control, 22, Sham Nath Marg, Delhi-54 during the period from 2014-15.**
 - 2. The items specified in the schedule are required by this Institution from time to time during the financial year.**
 - 3. This invitation for bid is open to all the eligible manufacturers and/or their authorized agents only.**
 - 4. 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.**
 - 5. The tender is to be submitted alongwith duly signed Terms & Conditions & IFB in a sealed cover which must be clearly marked with the Group Number and the due date for its opening. The cover should be addressed to The Director, National Centre for Disease Control, 22, Sham Nath Marg, Delhi-11 0054.**
- (b). The bidder who is not registered with the Ministry of Health & Family Welfare / DGHS / MSD / DGS&D / NSIC shall furnish as part of its bid a bid security i.e. Earnest Money of Rs. 5000/- (Rs. Five thousand only) in the shape of DD / Pay Order/ Bank guarantee in favour of Director, National Centre for Disease Control, Delhi.**
- (c) Bids shall remain valid for 180 days after the date of bid opening prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive. The contract shall be awarded to successful bidder which shall remain valid for a period of one year from date of award of contract. The purchaser shall be entitled to place supply order on supplier holding the said contract during its validity of one year.**
- (d) 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.**

Contd 2/-

(e) 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.

(f) In the event of the space on the prescribed form being insufficient for the required purposes, additional page must be numbered 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.

6. The bidder shall seal the bid in an envelope & shall be

a) Addressed to the purchaser at the following address :
The Chairperson, Purchase Committee,
National Centre for Disease Control,
22. Sham Nath Marg. Delhi- 110054.

b) Bear the invitation for bids (IFB) number and the words "DO NOT OPEN BEFORE 11.50 AM on 5.3.2014"

7(A) The envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late".

(B) If the outer envelope is not sealed and marked as required by clause (b). The purchaser will assume no responsibility for the bid's misplacement or premature opening.

8. The tender must reach this office strictly not later than 5.3.2014 till 11.30 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.

9. 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.

10. Any bid received after the deadline for submission of bids prescribed will be rejected and/or returned unopened to the bidder.

Contd 3/-

11. **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.**
12. **No bid may be modified subsequent to the deadline for submission of bids.**
13. **The tender must be kept open for acceptance upto and inclusive of the date specified in the schedule.**
14. **Tender will be opened up at the National Centre for Disease Control. 22. Sham Nath Marg. Delhi- I10054 at 11.50 AM on 5.3.2014 as per the date and time specified in tender notice in the presence of tenderer or their authorized representative present at that time.**
15. **The bidder's representatives, who choose to attend the bid opening shall bring with them a letter of authority from the bidder on the letter head for having been authorized to be present at the time of opening of the bid. In the absence of such letter of authority the representatives will not be allowed to enter and/or to attend bid opening.**
16. **Any tender unaccompanied by Earnest Money shall be liable to rejection. Earnest Money will be forfeited in full if the tenderer resile from his tender after the tender has been accepted or if he fails to furnish "Security Deposit" by the due date. The Earnest Money will be refunded to all the tenderer after the decision has been taken on their tenders by the competent authority.**
- 17(a) **The successful bidder shall deposit a security deposit of Rs.10,000/- (Rupees ten thousand only) if the cost of supply order is more than 1 lac or if the cost of single item is more than 1 lac towards the fulfillment of the contract period failing which the contract will be liable to cancell at the risk on cost of contractor and Earnest Money Deposit will be forfeited. No interest will be paid on the deposit by this Institution. However, EMD/Security Deposit can be given in the shape of MICR Bonds/'Bank Draft/Order'/Fixed Deposit or Bank Guarantee in favour of Director, NICD, Delhi.**
- (b) **The security deposit mentioned at (a) above will be refunded after the completion of the contract and on receipt of satisfactory performance of firm/items from concerned Lab./Division.**
- (c) **In the event of the contractor falling to furnish the Security as aforesaid, the Director of this Institute shall be entitled to cancel the contract.**

Contd 4/-

18. To assist in the examination, evaluation and comparison of bids, the purchaser may at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
19. The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, whether the bid validity is there as required and whether the bids are generally in order.
- 20. Bids from agents without proper authorization from the manufacturers shall be treated as non-responsive and shall be rejected.**
21. 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 quantity, 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 will be rejected. If there is a discrepancy between the words and figures, the amount in words shall prevail.
22. Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bidder's bid and also banning of business dealing with the bidder for a period of three years from the date of such ban.
23. The bidder quoting for the item/ items must enclose a list of user which must have at least two Govt. organizations using the products along with the performance report.
24. Quotation should be strictly according to specification. Rates should be FOR, NCDC, Delhi basis. Excise, Sales Tax & other Taxes wherever leviable should be directly shown along with price quoted.
25. 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.
26. The price charged for stores supplied to the Institution shall in no event exceed the lowest at which the tenderer 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.

- 27. Tender must accompany with detail literature of the /kits quoted by the bidder.**
- 28. If the firm fails to supply the items ordered within the stipulated period. The firm's participation in subsequent tenders will be taken care of.**
- 29. The conditions of the tenderer shall not be binding on this Institute.**
- 30. Income Tax as applicable under Rules would be deducted at the time of making payment for each contract.**
- 31. The purchaser reserves the right at the time of award or during validity of tender to increase or decrease by upto 25% of the quantity of goods and services specified in the 'Schedule of Requirements' without any change in prices or other terms and conditions.**
- 34. The purchaser reserves the right to accept or reject any bid 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 or bidders or any obligations to inform the affected bidders or bidders of the grounds for purchaser's action.**
- 35. If the firm fails to deliver any of 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 a sum equivalent to 5% (five percent) of the delivered price of the delayed goods or unperformed services for each month or delay or part there of until actual delivery or performance, up to a maximum deduction of 20% (twenty percent) of the delayed goods or services contract price. The purchaser may consider termination of the contract seeing its urgency.**
- 36. Delivery of items/goods shall be made by the supplier within six weeks of notification of award. Penalty clause will be applicable for any delay after this.**
- 37. 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 appropriate action will be taken against the firm.**

Contd 6/-

38. Firms performance in execution/delivery of items (manufacturer/dealer) & quality performance of items in last year tender will be considered while accepting the tender.

The firms must ensure that besides all these terms and conditions mentioned in the tender document, the following documents must be submitted in the chronological order (strict compliance) to avoid rejection of tenders :

- (i) Forwarding letter clearly mentioning the authorized signatory, total number of pages, the model quoted, foreign principal (if feasible), detail of draft attached and bid validity undertaking of 180 days.**
- (ii) Earnest money deposit if the firm is not registered with the MOH&FW/DGHS/MSO/ DGS&D/NSIC for the product quoted. (it should be attached after forwarding letter)**
- (iii) Letter of authorization (Indian/Foreign Principal) if the manufacturer is not quoting the tender.**
- (iv) Firm to submit PAN No. or Sales TAX No. with a documentary proof.**
- (v) It must be clearly mentioned in the tender against each item, whether the firm is the manufacturer or the authorized agent/sub-agent for the same. If, no make or brand name is mentioned or clarified in the tender regarding manufacturer(s) own quotation or quoted by the authorized agent, the quotation shall be rejected by the purchaser as non-responsive.**

The above mentioned chronological order must be adhered to for smooth scrutiny of tender documents. Non-submission of any document shall make the bid non-responsive and no post tender communication will be done except for STCC & user list, that too, if the said documents are proper and some clarification is required.

- I) Sale of tender documents from 11.00 AM to 3.00 PM upto 4.3.2014 on all working days except Saturday & Sunday.**
- II) Receipt of Tender upto 5.3.2014 till 11.30 AM**
- III) Closing of Tender Box at 11.30 AM on 5.3.2014**
- IV) Opening of Tender Box at 11.50 AM on 5.3.2014 in Lecture hall.**

The Director, NCDC, Delhi reserves the right to reject any tender in part or all the tenders without assigning any reason whatsoever. Before dropping the tender in Tender Box an entry has to be made in the register kept by dealing assistant in the Stores Section.

Encl.: Undertaking – to be signed & stamped by the authorised person

(PANKAJ KUMAR)
STORES OFFICER
FOR DIRECTOR,
NCDC, DELHI

MANUFACTURERS' AUTHORISATION FORM

To,

The Director,
National Centre for Disease Control,
22-Sham Nath Marg,
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.

No company or firm or individual other than M/s Are authorized to bid, negotiate and conclude the contract in regard to this business against this specific IFB as also for all business in the entire territory of India.

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. A copy of notarised power of attorney should also be furnished.

PERFORMANCE SECURITY FORM (BANK GUARANTEE)

To The President of India

WHEREAS.....
(Name and address of the supplier) thereafter 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:

PERFORMANCE BOND (BANK GUARANTEE)

In consideration for the president of India, acting through the Director General of Health Services, (hereinafter called the purchaser) having agreed to release the 100% payment of net FOB price under the terms and conditions of a concluded contract No..... dated (hereinafter called the contract) for supply of(herein-after called the goods and services) to M/s (hereinafter called the supplier) on submission of a bank guarantee to the satisfaction of the purchaser for the due performance of the said contract.

We (hereinafter called the bank) at the request of the supplier do, as primary obligator and not merely as surety, hereby irrevocably unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason, of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, the bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said supplier of any of the terms and renditions contained in the said contract or by reason of the supplier's failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding

We, the bank, undertake to pay to the purchaser any amount so demanded, by the purchaser notwithstanding.

- a) Any dispute or difference between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or
- b) The invalidity, irregularity or unenforceability or the contract or
- (a) Any other circumstances which might otherwise constitute discharges of guarantee including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the bank, further agree that the guarantee here in contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the Directorate General of Health Services/Department of Health/Ministry of Health and Family Welfare certifies that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of the purchaser, exercise any legal rights, or remedies of any kind in respect of any such payments performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise however. We, the bank will not counter claim or set off against its liabilities to the purchaser hereunder any sum outstanding to the credit of the purchaser with it.

We, the bank, further agree with the purchaser that the purchaser shall have the fullest liberty without or consent and without affecting in any manner out obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time arid of the powers exercisable by the purchaser against the said supplier and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relived from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the condition of the bank or the supplier.

We, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing.

The disputes relating to this bank guarantee shall be resolved as per the terms and conditions of the contract.

Signature & Seal of the Bank

Place :

Date :

BID SECURITY FORM (BANK GUARANTEE)

Whereas(name of bidder) (hereinafter called “the bidder) has submitted his bid dated (date) for the supply of(hereinafter called “the bid”).

KNOW ALL MEN by these presents that we Ofhaving registered office at (hereinafter called “the bank”) are bound unto the President of India (hereinafter called “the purchaser”) in the sum of For which payment well and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said bank this day of, 20.....

THE CONDITIONS of this obligations are :

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form or

2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity
 - a) fails or refuses to execute the contract form, if required or
 - b) fails or refuses to furnish the performance security, in accordance with the instructions to bidders,

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it, is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 60 (sixty) days after the period of bid validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature of the bank
SEAL

Date

Place

Witness
.....
.....
(Signature, Name & Address)