

No. 3-10/20/CAMC of ref. centrifuge, microscope etc./Stores/NCDC

Government Of India

NATIONAL CENTRE FOR DISEASES CONTROL

(Directorate General Of Health Services)

22-Sham Nath Marg, Delhi-110054

Dated :

To,

M/s \_\_\_\_\_,

\_\_\_\_\_

\_\_\_\_\_

**Sub. : Tender for Comprehensive AMC of Laboratory Equipment (category A to C) installed at various Divisions/Sections of this Institute - reg.**

Dear Sir,

Please let this office know if you can maintain **Laboratory Equipment (as per annexure IV)** of this Institute, whose detail/list ( 8-10 page) is enclosed herewith alongwith other terms & conditions of the contract, if so, please send your quotations for the same **in the enclosed Proforma/List alongwith Self Evaluation Sheet, which should be typed neatly, as per our terms & conditions. All the tender documents should be properly page numbered.**

The quotation, which could remain valid for at least 6 months may be sent in cover duly wax sealed and prominently subscribed '**Quotation for CAMC of Laboratory Equipment to be opened up on 14.09.2020 at 11.00 AM**

It should be addressed to the 'The Chairperson, Purchase Committee, N.C.D.C., 22, Sham Nath Marg, Delhi-110054' and should reach this office **on or before 14.09.2020 at 10.30 AM**

The firm Representative/ Engineer may visit this institute **on 08.09.2020 from 10.00 AM to 5.00 PM** for inspection of the equipments. **If any equipment requires repair, it must be quoted separately & the evaluation will be on the basis of repair & maintenance quoted by firm and the sub total of the same.** If no repair is quoted, it will be presumed that firm is taking up maintenance directly and will bear the repair cost. In a particular group or category all equipment must be quoted by firm & each group will be evaluated on the basis of grand total of the particular group or category

All tenders from tenderer, who are not registered with the MOH&FW/DGHS/MSO/DGS&D/NSIC/MSME must be accompanied by a **bid - security/earnest money (EMD) of Rs.10,000/-** for said tender in the shape of MICR Bonds/Bank Drafts/Order in favour of Director, NCDC, 22, Sham Nath Marg, Delhi-54. Tender submitted without Earnest Money (Except for the condition mentioned above) will be summarily rejected.

The quotations, which are not received duly sealed, mentioning this office letter number and last date of receiving will not be accepted. Copy of GST/PAN No. etc. alongwith other required documents should also be enclosed with the quotation. The firm has to ensure that sealed quotations have been put in Tender Box kept in Stores Section after making proper entry in register. **Tenderer must quote the rates in enclosed performa, along with Self Evaluation Sheet (Annexure-I) & Earnest Money (Except for the condition mentioned above) and should be properly page numbered, otherwise bid will be considered as non-responsive.**

Yours faithfully,

Encl. : as above

(Store Officer)  
For Director

## TERMS & CONDITIONS

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### **Sub. : Tender for Comprehensive AMC of Laboratory Equipment (category A to C) installed at various Divisions/Sections of this Institute - 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 bidder 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. 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.

### **MANDATORY TERMS AND CONDITIONS**

1. The bidder shall clearly quote rates for the works involved category wise & item wise strictly according to conditions under each category. Tender will be evaluated category wise & awarded to lowest quoted firm for the particular category & all equipment in a particular category must be quoted.
2. **The Service Engineers deputed by the firm at NCDC for maintenance work/ repair should have diploma/ degree in mechanical/ biomedical/ electronic/ electrical or other related fields and should have experience of at least 2 years in maintenance of laboratory equipment. The engineer will be equipped with mobile phones to ensure their availability to take up complaint at the earliest.**
3. Payment of awarded CAMC, as per bill raised will be released after completion of every quarter subject to the satisfactory report from the concerned user division. Any non-satisfactory report from any laboratory will amount to deduction of particular amount.
4. The Firm/Company should submit a affidavit that the bidder is complying with all the applicable Labour Laws and other relevant law related to the operations of the Bidder.
5. The Firm/Company should submit copy of Account Statement certificate from chartered Accountant/ IT Return of the firm for last three financial years.
6. The firm/Company should be in existence for over 2 years in the trade with the maintenance business for Lab Equipment and the same may be supported by supply orders/satisfactory reports from government institutions.
7. The firm/company should have a previous maintenance contract for at least two years with a Government Department/Public Sector Undertaking.

### **GENERAL TERMS AND CONDITIONS**

1. This Maintenance Contract/Rate Agreement shall be for the period of one year. However, the same can be extended for another one year subject to satisfactory services & approval of competent authority. The period of CAMC will be informed after finalization of the contract. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period.
2. The bidder shall carry out all breakdown jobs as and when required, one preventive maintenance check/service in each quarter is mandatory. The tenderer shall also furnish the telephone/ mobile number on which they can be contacted, if needed even at odd hours, for any repair/maintenance jobs.
3. The no. of electronic gadgets/Laboratory equipments for maintenance is enclosed. The total amount of the estimated works to be undertaken may vary as per actual requirement at the time of placing work orders. The rates will be calculated on prorata basis.
4. Parts to be replaced shall be of original makes of reputed/registered firms, and these will be subject to quality approvals at the time of fitment.

5. The bidders may quote their competitive rates for the repair, replacement of parts, maintenance jobs for all the items in the given List/Proforma only. The quotations are for CAMC only i.e. comprehensive maintenance inclusive of spare parts & labour. The evaluation will be done on the basis of the CAMC and repair prices quoted if any.
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.
  - a) It will imperative for the company to attend to the equipment within 24 hours from the time of information received by the company by any means of communication including telephone. The repair has to be initiated within 24 hours.
  - b) If the equipment is not made functional within 72 hours, a penalty of Rs. 100 per day 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 72 hours or as specified in approved letter.
  - c) As far as possible firm shall repair the equipment in the institute premises only. However, if repair is not possible within in the institute premises suitable justification should be given. If it is taken out of the premises of the Institute for any repair, it shall be under full responsibility of the firm, till the same is returned to the concerned department in satisfactory working condition within 72 hours. Item may be taken out only with the written permission of the concerned Head of the Department and information to Stores.
7. All the repairs jobs carried out by the tenderer shall have a guarantee period of six months from the date of satisfactory completion. All the repair/maintenance jobs shall be attended on site only except for condition no. 6(C).
8. The spare parts required as replacement if any during the course of repairs/maintenance, shall be arranged by the Tenderer himself and free of cost as the contract is for comprehensive maintenance inclusive of spare parts.
9. 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 ie  $\pm 25\%$  quantity at the time of order, can be increased for similar item, if need be.
10. 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.
11. The tenderer should raise and submit their contract fee bill within seven days from the date of completion of respective quarter as the case may be. Late submission of bills without valid reasons, will be processed for payment without any accountability of delay payment.
12. 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.
13. 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 the date mentioned at page no. 1 on 08.09.2020 from 10.00 AM to 5.00 PM.
14. **Performance Security/Guarantee**
  - A For successful bidder, an amount of 10% of the order value to be deposited as performance Security/Guarantee. They may submit the performance Security/Guarantee in the form of DD/FDR/Bank Guarantee from a commercial bank, in favor 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 under the contract.
15. 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.
16. **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.

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

18. 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, III & IV as above.**

**(Store Officer)  
For Director**

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

<b>SNo</b>	<b>Eligibility Criteria for Tenderers</b>	<b>Self Evaluation (Yes/No)</b>	<b>Copy enclosed at Tender Document Page No.</b>	<b>Remarks (if any)</b>
1.	The bidder shall clearly quote rates for the works involved category wise & item wise strictly according to conditions under each category.			
2	The firm/Company should be in existence for over 2 years in the trade with the maintenance business for Lab Equipment and the same may be supported by supply order / satisfactory reports from Govt. institution.			
3	The Service Engineers deputed by the firm at NCDC for maintenance work/ repair should have diploma/ degree in mechanical/ biomedical/ electronic/ electrical or other related fields and should have experience of at least 2 years in maintenance of laboratory equipment. The engineer will be equipped with mobile phones to ensure their availability to take up complaint at the earliest.			
4	The Firm/Company should submit a affidavit that the bidder is complying with all the applicable Labour Laws and other relevant law related to the operations of the Bidder.			
5	GST No.			
6	PAN /TAN			
7	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**

**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 ..... 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:

### **Annexure III**

Company Name:-

Registration No-

Registered Address:-

Company's Nature of Business: -

Company Category: -

Company's legal status :-

Contact Name:-

Date of Birth :-

Date of incorporation of firm:-

Correspondence Email:-

Landline no.:-

Mobile:-

PAN no-

**Category A Refrigerated Centrifuge**

The tenderer shall clearly quote rates for the works involved category wise & item wise strictly according to conditions under each category (which should be complied to completely). Tender will be evaluated category wise & awarded to lowest quoted firm for the particular category & it shall be mandatory for firm to quoted all the equipment in this category. If any equipment requires repair, as per inspection before tender opening, the same have to be quoted in tender only. The evaluation will be on the basis of repair cost, if any plus the cost of CAMC.

**Note : Unit Rate should be typed neatly**

**D Refrigerated Centrifuge**

<b>S. No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Concerned Deptt.</b>	<b>Unit Rate (Excluding Tax)</b>	<b>Total Amount (in Rs.)</b>
1.	Cooling Centrifuge	1	VAD Lab		
2.	Nuve	1	Zoonosis Division		
3.	Nuve	1	Zoonosis Division		
4.	Nuve 800	2	Biotech.Div.		
5.	Nuve 800	1	Influenza Lab		
6.	Scan Speed	2	Influenza Lab		
7.	Eppendorf /5810R/ 5811AG662806	1	Enterovirus lab		
8.	Hermle/ Z36HK/ 58110092	1	Enterovirus lab		
9.	Eppendorf /5415R/ 52426ZR735216	1	Enterovirus lab		
10.	ThermoHaerus/Multifuge X3R/ 41733800	1	Enterovirus lab		
11.	NF 800R Nuve	1	TB Lab		
	<b>Total</b>	<b>13</b>			

**Tax Rate & Amount:** \_\_\_\_\_

**Net Amount (with Tax) :** \_\_\_\_\_

**Sign & Seal of Firm**



**Category B Microscopes (Olympus)**

The tenderer shall clearly quote rates for the works involved category wise & item wise strictly according to conditions under each category (which should be complied to completely). If any equipment required repair, as per inspection before tender opening, the same have to be quoted in tender only. The evaluation will be on the basis of repair cost, if any plus the cost of CAMC.

**Note : Unit Rate should be typed neatly**

**Category G Microscopes**

<b>S. No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Concerned Deptt.</b>	<b>Unit Rate (Excluding Tax)</b>	<b>Total Amount (in Rs.)</b>
1.	Olympus	1	Zoonosis Division		
2.	Olympus	1	Zoonosis Division		
3.	Olympus Inverted	1	Zoonosis Division		
4.	Olympus	1	TB Lab		
	<b>Total</b>	4			

**Tax Rate & Amount:** \_\_\_\_\_

**Net Amount (with Tax) :** \_\_\_\_\_

**Sign & Seal of Firm**

**Category C    Electronic Balance**

The tenderer shall clearly quote rates for the works involved category wise & item wise strictly according to conditions under each category (which should be complied to completely). Tender will be evaluated category wise & awarded to lowest quoted firm for the particular category & it shall be mandatory for firm to quoted all the equipment in a particular category. If any equipment required repair, as per inspection before tender opening, the same have to be quoted in tender only. The evaluation will be on the basis of repair cost, if any plus the cost of CAMC.

**Note : Unit Rate should be typed neatly**

<b>S. No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Concerned Deptt.</b>	<b>Unit Rate (Excluding Tax)</b>	<b>Total Amount (in Rs.)</b>
1.	Sartorius/ CPA 324S/ 25605081	1	Enterovirus lab		
2.	Sartorius/ CPA 324S/ 26306093	1	Enterovirus lab		
3.	Electronic Weighing Machine - PG503-S(Mettler Toledo)	1	NRL (CARD)		
4.	Weighing Machine	1	VAD Lab		
	<b>Total</b>	<b>4</b>			

**Tax Rate & Amount:** \_\_\_\_\_

**Net Amount (with Tax) :** \_\_\_\_\_

**Sign & Seal of Firm**