

TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

1. Sealed tender superscribed "**Tender for Microsoft Office standard 2013**" are invited by the undersigned from the **authorized distributor/dealer** for the detailed in the schedule (attached herewith) to the NATIONAL CENTRE FOR DISEASE CONTROL, 22, Sham NathMarg, Delhi-54 during the period from 2014-15.
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 alongwith duly signed Terms & Conditions & IFB in a sealed cover which must be clearly marked with the "**Tender for Microsoft Office standard 2013**" and the due date for its opening. The cover should be addressed to **The Chairperson, Purchase Committee, NCDC, 22, Sham NathMarg, 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 **19.09.2014 at 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 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. Delhi-54.
14. **Performance Security**
 - A The successful bidder shall furnish performance security before placement of order to the purchaser for an amount of **Rs. 5,000/-** in the form of DD/FDR/Bank Guarantee from a commercial bank, in favour of Director, NCDC & valid up to 90 days, (**Annexure - II**). No interest will be given on performance security.
 - 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 will be discharged by the purchaser and returned to supplier on completion of the supplier performance obligations excluding the warranty obligations under the contract.
15. If the firm fails to supply the items ordered within the stipulated period. The firm will come under penalty clause.
16. The conditions of the tenderer shall not be binding on this Institute.
17. **Delivery schedule - Within four Days from the date of issuance of Purchase Order.**
18. 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.
19. **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.

- 20. Applicable Law : The contract shall be interpreted in accordance with the Laws of Union of India.
- 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.
- 22. **Only authorized distributor/dealer can participate in the tender, the firm should submit proof of their authorized distributor/dealership.**
- 23. The price must be quoted as per proforma for price schedule Annexure III. Nothing over and above the quoted price would be payable to the successful bidder. The option in the rates will not be entertained and the tender will be rejected straightway.
- 24. Payment Terms: No advance payment will be made. 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.

Encl : Annexure I, II, III, & IV as above.

**STORES OFFICER
(FOR DIRECTOR)**

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 90 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 2014-2015 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 confirms as per the requirements of the Institution specified in the technical specification of the bid document. 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.
7. 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.
8. 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.
9. I undertake, that the prices quoted by me are lowest and I have not quoted any price lower than this anywhere in India.
10. **I also undertake that the firm is not indulged in illegal bid rigging and cartelization in the recent past and have not been penalized/debarred/blacklisted by any Government Agencies (Central/State/Undertaking).**

Signature & Address of the Tenderer with Rubber Stamp

Phone No.

Annexure-II

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 2004 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:

PROFORMA FOR PRICE SCHEDULE

TENDER FOR THE PURCHASE OF MICROSOFT OFFICE 2013 (STANDARD)

Sl. No.	Description of the goods / item	Qty	Unit Price in INR	Sales Tax/VAT In INR	Other charges, installation etc, if any	Total Amount including all taxes and other charges.
1.	Microsoft Office 2013 (Standard) without media	15				
Total Amount (in words)						

It is hereby certified that we have understood all the terms and conditions specified in the tender document and are thoroughly aware of the nature of job required to be done and goods/items to be supplied. We agree to abide by all the tender terms and conditions.

We hereby offer to carry out the job and (or) supply the goods/items detailed above or such portion(s) thereof as you specify in the notification of award.

(Signature and seal of Bidder)
Dated: -----

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.