



TENDER DOCUMENT No. NIHFW/WS/7-3/2016
THE NATIONAL INSTITUTE OF HEALTH AND FAMILY WELFARE
Baba Gang Nath Marg, Munirka, New Delhi - 110067

NOTICE INVITING TENDER

Sub:- CAMC of Deep Freezer -20 degree model No. LT 390-SR-1 (QTY-02) & Operon -80 degree Deep freezer (Qty-01) of RBM Lab of NIHFW.

The Director, NIHFW invites manual bid as per the specifications, terms & conditions mentioned in the tender document.

The tender document contains the following:

Annexure-I	Instructions for Online Bid Submission
Annexure-II	Schedule of Requirement
Annexure-III	Price reasonability Certificate
Annexure-IV	Questionnaire
Annexure-V	Terms and Conditions
Annexure-VI	Specification/ Requirement & Scope of Work
Annexure-VII	Tender Acceptance letter
Annexure-VIII	Manufacturer's Authorization Form
Annexure-IX	Compliance Sheet
Annexure-X	Certificate for Tenders
Annexure-XI	Proforma for Technical Bid
Annexure-XII	Proforma for Price Bid

A. Tender Description and Eligibility

Two Bid Tenders (Technical Bid + Price Bid) are invited for the **Comprehensive Annual Maintenance Contract (CAMC) of Deep Freezer -20 degree model No. LT 390-SR-1 (QTY-02) & Operon -80 degree Deep freezer (Qty-01) of RBM Lab of NIHFW** from the eligible Contractor having experience of similar work etc.

SPECIAL CONDITIONS

1. Technical bid will be submitted in the Performa given at **Annexure 'A'** and the **Price Bid** will be submitted in the Performa given at **Annexure 'B'**.
2. The Tenderer has to quote the Items rates in the enclosed Performa for the price bid. The self attested copies of all necessary certificates also have to be enclosed with the bid.
3. The estimated cost of CAMC is Rs. 1,56,940/- per annum.
4. The quotation/tender in enclosed proforma addressed to the Director, shall be submitted latest by **3.00 PM. on 17.10.2022** in a sealed cover marked "**Comprehensive Annual Maintenance Contract (AMC) of Deep Freezer -20 degree model No. LT 390-SR-1 (QTY-02) & Operon -80 degree Deep freezer (Qty-01) of RBM Lab of NIHFW**". Bid has to be dropped in the Tender box kept at the reception of Administrative Block of NIHFW, Munirka, New Delhi-67. No tender will be accepted after the above date and time.

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Baba Gang Nath Marg, Munirka, New Delhi – 110067

CRITICAL DATE SHEET

Tender No.	NIHFW/WS/7-3/2016
Name of Organization	NIHFW
Tender Publishing Date	19.09.2022
Document Download Start Date & Time	19.09.2022
Bid Submission End Date and Time	17.10.2022 @15:00 hours
Date and Time for Opening of Bids	17.10.2022 @15:30 hours
Address for Communication	Director The National Institute of Health and Family Welfare, Baba Gang Nath Marg, Munirka, New Delhi

Incharge
Workshop and Maintenance Section

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. Bids must be mandatorily submitted manually.
2. Payment will be made for contract /CAMC/ Supply on half yearly basis subject to production of Service Reports/supply Bills etc.
3. No Advance payments will be made in any term.
4. Bid is invited in **Two Bid System**.
5. Bid Validity is 90 days.
6. EMD will be **Rs. 3,000/-** in the form of an account payee demand draft, fixed deposit receipt, or banker's cheque in favor of Director, NIHFV. The EMD has to be submitted in offline mode. The EMD must be enclosed along with the bid, failing which the tender shall be summarily rejected.
7. In case, the day of bid opening is declared a holiday by the government, the tenders will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
8. The Director, NIHFV, New Delhi-110067 reserves the right to accept or reject any or all the tenders.
9. The Firmware also required to upload copies of the following documents:
 - a. GST Certificate/Scanned copy of GST No. of the Firm.
 - b. Scanned copy of PAN Card in the name of firm/proprietor.
 - c. Scanned copy of completed Questionnaire.
 - d. Scanned copy of RTGS/Bank details of the firm.
 - e. Scanned copy of undertaking duly filled in and signed by owner/proprietor of firm with legible name, mobile number & E-mail ID etc.
 - f. Scanned copy of duly Signed and stamped Manufacturer's Authorization Form as per Annexure VIII.
 - g. Scanned copy of duly signed and stamped Certificate regarding Reasonability of Price as per Annexure-III.
 - h. Scanned copy of duly signed and stamped Certificate as per Annexure-X.

**Incharge
Workshop and Maintenance Section**

SCHEDULE OF REQUIREMENTS

1. Name of Purchaser : The Director
 NIHFW,
 New Delhi-110067

2. Shipping Address: The Director
 NIHFW,
 NEW DELHI-110067

Documents/Papers, EMD (if applicable) to be submitted with Bids: (In the absence of these, tender cannot be considered).

S. No.	DOCUMENTS REQUIRED
1	Scanned copy of duly signed and stamped Certificate regarding Reasonability of Price as per Annexure-III
2	Copy of Duly completed Questionnaire as per Annexure-IV
3	Tender acceptance letter as per Annexure-VII
4	Manufacturer's Authorization Form as per Annexure-VIII
5	Compliance sheet as per Annexure-IX
6	Price Bid as per Annexure-XII
7	Certificate from Tenderer-Annexure-X
8	Copy of GST No of the firm.

PRICE REASONABILITY CERTIFICATE

(To be submitted on firm's letter head)

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____ for (Currency) _____.

We would like to certify that the quoted CAMC price are the minimum and we have not quoted the same CAMC on lesser rates for the similar good than those being offered to NIHFWS to any other customer nor they will do so till the validity of offer or execution of purchase order, whichever is later.

Seal and Signature of the Tenderer

QUESTIONNAIRE

Bidders should furnish specific answers to all the questions given below in case a question does not apply to bidder the same should be answered with the remark "**Not applicable**".

1.	Bid No:- NIHFW/WS/7-3/2016	Date of opening on.....
2.	Brand of Goods offered	(Yes/ No)
3.	Name & Address of Manufacturer	
4.	Place of the Manufacturer	
5.	Whether Manufacturer authorization certificate attached	
6.	If Indian Agent is quoting on behalf of Foreign Principal? If Yes, the Certified Copy of agency agreement is attached or Not	(Yes/ No)
7.	What is your PAN Number	
8.	What is your GST Number	
9.	Are you a small scale unit currently registered with the National Small Industries corporation (NSIC) under single point Registration scheme for the item(S) quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit on Your registration.	
10.	State whether business dealings with you have been currently banned by any Ministry/ Deptt. or Central Govt. or any State Govt.	
11.	Whether the billing and supply will be done by the firm directly or by authorized dealer. Please reply and mention all the details including name, mobile number, E-mail of the same. The authorized dealer may be different on the basis of location	

Signature and Seal of Tenderer

TERMS AND CONDITIONS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

01	The Comprehensive Annual Maintenance Contract (CAMC) will be valid for ONE YEAR OR for a period mentioned in Award letter from the date of work award order.
02	<p>As per instruction by Ministry of Finance Department of Expenditure (Public Procurement Division) letter no. D.O.F. No.6/18/2019-PPD Dated, 28 July, 2020 insertion of Rule 144(xi) of the GFR-2017, tenderer will have to furnishing formation as per Annexure -XI</p> <p>01. Model Clauses for Tenderer:</p> <ol style="list-style-type: none">1. Any bidder a country which shares a land border with India be eligible to bid in the tender only if the bidder is registered with Competent Authority.2. "Bidder" (including the term 'Tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders state therein before, including any agency branch or office controlled by such person, participating in a procurement process.3. "Bidder from country which shares a land border with India" for the purpose of this order means:-<ol style="list-style-type: none">a) An entity in corporate, established or registered in such a country; orb) A subsidiary of an entity incorporated, established or registered in such a country; orc) An entity substantially controlled through entities incorporated, established registered in such a country; ord) An entity whose beneficial owner is situated in such a country; ore) An Indian (or other) agent of such an entity; orf) A natural person who is a citizen of such a country; org) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.4. The beneficial owner for the purpose of (iii) above will be as under:<ol style="list-style-type: none">1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation–<ol style="list-style-type: none">a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or share holders agreements or voting agreements;5. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has owner ship of entitlement to more than fifteen percent of capital or profits of the partnership;6. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual;7. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

	<p>8. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.</p> <p>9. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>
3	As Comprehensive Maintenance Contract (CAMC) shall be placed with OEM or their Authorized Service Provider only who are authorized for giving/supplying the services/stores. You are requested to submit your authorization certificate along with your quotation.
4	The schedule of requirement must be followed and required documents must be E-mailed by bidder otherwise the bid will not be considered.
5	Your offers shall be valid for Ninety (90) days from the date of opening of the quotation. No revision in price will be allowed after opening the bid(s).
6	Price bid should be given as per Scanned copy sent by Email. All statutory taxes like TDS, TDS on GST etc. will be deducted from the quoted price. No claim is been Retained as these taxes are extra. Therefore Prices are required to be quoted clearly mentioning of basic cost, taxes etc. in your quotation.
7	<u>Discount:</u> Institutional discount if any should be mentioned early.
8	GST/ other Govt. Levies will be paid at actual and the prevailing rates of GST and other tax etc., if any may be mentioned separately. No other charges than those Mentioned clearly in the quotation will be paid
9	Conditional bid(s) shall not be considered and will be summarily rejected.
10	The CMC firm shall employ only Indian National above 18 years of age after Verifying this decedents and loyalty. It is your responsibility to comply with the statutory requirements of safety precaution and payment on compensation.
11	NIHFW is not responsible for any disability or casualty caused to workers/ Service engineer while performing the services and no claim for any payment on compensation on such ground will be retained.
12	If the work is found unsatisfactory or if the firm dishonors the contract, the job will Been trusted to any other firm/party at the risk and expense of the contractor. Suitable action as deemed fit will be initiated against the successful bidder.
13	You will be responsible for adhering to all the tender conditions.
14	The bill should accompany the Original Service report and the Payment Term is -100% after completion of period.
15	The Bidder should not have been declared Bankrupt by any statutory body.
16	The Bidder will assume total responsibility for the fault-free operation of equipment, application software if any, and maintenance during the service period and provide necessary maintenance services after end of service period, if required.
17	The bidders who have been suspended/ blacklisted/banned by Central Government Institution, State Government Institution, PSU etc. shall be ineligible for participation in the bidding process.

18	<p><u>DISPUTE SETTLEMENT:</u> The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between the maunder or in connection with the Contract.</p> <p>If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.</p> <p>The dispute settlement mechanism/arbitration proceedings shall be concluded as under:</p> <p>(a) In case of Dispute or difference arising between the Purchase and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the DIAC shall be final, conclusive and binding on all parties to this order.</p> <p>(b) In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.</p>
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**Incharge
Workshop and Maintenance Section**

Details of Requirement/Specifications (CAMC of Deep Freezers) Qty-3

CAMC of -80c deep freezer makes Operon Qty-1 and -20c deep freezer makes Select Qty-2

Preventive Maintenance – 4 Nos.

Visit Breakdown Maintenance Unlimited.

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

Date: _____

To

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Name of Tender: _____

1. I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the website(s) namely: _____
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ To page No. _____ (including all documents like annexure(s), schedule(s) etc., which form part of the contract agreement and I/we shall abide here by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We here by unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. I/We do here by declare that our firm has not been blacklisted/ debarred by any Govt. department/ Public Sector Undertaking.
6. I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the for feature of the full said earnest money deposited, absolutely

Yours faithfully,

(Signature of the Bidder with official seal)

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

MANUFACTURERS' AUTHORIZATION FORM

(The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letter head of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.)

Date: (insert date (as day, month and year) of Bid submission)

Tender No: (insert number from Invitation for Bids)

To (insert complete name and address of Purchaser)

WHEREAS

We (insert complete name of Manufacturer), who are official manufacturers of (insert category of goods manufactured), having factories at (insert full address of Manufacturer's factories), do here by authorize (insert complete name of Bidder) to submit a bid the purpose of which is to provide the Goods, manufactured by us (insert the category of Goods), and to subsequently negotiate to sign the Contract.

We hereby confirm that we shall be solely and fully responsible in case of discrepancy with regard to quality, quantity, Packages or defects at the time of supply/usage. In such cases we shall provide free replacement immediately.

Signed (insert signature(s) of authorized representative(s) of the Manufacturer)

Name: (insert complete name(s) of authorized representative(s) of the Manufacturer)

Title (insert Title)

Duly authorized to sign this Authorization on behalf of: (insert complete name of Bidder)

Dated on..... Day of....., (Insert date of signing)

Compliance Sheet

S.N.	Name of specifications/part /Accessories of tender/ enquiry	Specifications of quoted Model/ Item	Compliance Whether "YES" or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance /deviation is clearly mentioned in technical leaflet/literature
1	2	3	4	5	6

Yours faithfully,

(Signature of the Bidder with official seal)

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

Date: _____

To

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Name of Tender: _____

Dear Sir/Madam,

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”

Yours faithfully,

(Signature of the Bidder with official seal)

F. No. NIHFWS/7-3/2016**PROFORMA FOR TECHNICAL BID****Name of work: CAMC of Deep Freezer -20 degree model No. LT 390-SR-1 (QTY-02) & Operon -80 degree Deep freezer (Qty-01) of RBM Lab of NIHFWS.**

Sl. No.	Description	Furnish Information Here		Copy enclose at Page No.
1.	Name of the Company			
2.	i. Full Address of the Registered office ii. Telephone/Mobile/Fax No. iii. Contact Person.			
3.	Pan No. of the Agency			
4.	GST No. of the Agency			
5.	Income tax return of last 03 years			
6.	Registration of Service Tax/Sales, Tax & Tin etc. with the copy of latest Tax submission.	Yes/No	Regd. No.	
7.	Having experience of similar work (at least one work costing more than 80% OR two works costing more than 60% each three works costing more than 40% of the estimated cost) during the period of last five years. Estimated Cost = Rs. 1,56,940/- 1. One work costing equal to 80% of the Estimated cost = Rs. 1,25,552/- 2. Two work costing equal to 60% of the Estimated Cost = Rs. 94,164/- 3. Three work costing equal to 40% of the Estimated cost = Rs. 62,776/- (The firm should have minimum three years experience for providing similar services to any Govt. organization (Autonomous body, State Govt., Central Govt. etc.)	Yes/No	Details of works like year, cost & Deptt. 1. Work Amount= 2. Work Amount= 3. Work Amount=	

8.	The minimum annual turnover of agency should be more than Rs. 50 Lakh on an average of last three financial years. Copy of Balance Sheet OR CA certified copy of the firm for last 3 financial years must be enclosed.	Yes/No	2019-20 = 2020-21 = 2021-22 = _____ Total =	
9.	List of references where the similar works are done or being executed by the firm/company shall be provided in a matrix form along with contact detail of concern firm, officials along.	Yes/No		
10.	Photocopy of all necessary supporting documents submitted by the agency duly signed.	Yes/No		
11.	Authorization Certificate from Matrix (against this Tender)			
12.	EMD of Rs. 3,000/- in form of Demand Draft of Scheduled Bank in favour of Director, NIHFV payable at New Delhi	Yes/No	DD No. Amount: Name of Bank:	
13.	The agency is fulfilling the specifications as mentioned in Tender	Yes/No		
14.	Address proof of Local Office in Delhi.	Yes/No		

Undertaking: I have carefully gone through & have understood the General Terms & Conditions, Work scope and Specifications governing in the tender. I undertake to abide by them. I hereby confirm that I am authorized to sign the tender documents.

Signature: _____

Name: _____

Designation: _____

Address & Tel. No. _____

PAN No: - _____

Company Name with Seal: _____

F.No. NIHFW/WS/7-3/2016

SCHEDULE OF QUANTITIES

PROFORMA FOR PRICE BID

Part A for CAMC cost

SI. No.	PARTICULARS	Qty.	Rate per annum (In Rs.)	Taxes	Total Amount per annum with Tax
1.	Deep Freezer -20°C	02			
2.	Deep Freezer -80°C	01			
	Total				

xx-----End of the tender documents-----xx