

**Department of Microbiology
Basic Medical Sciences Block I, Sector-25
Panjab University South Campus
Chandigarh-160014**

Ref : Micro/17/S/1940

Date: 21st March, 2017

**QUOTATIONS FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR UV-VIS
SPECTROPHOTOMETERS AND GAS CHROMATOGRAPH**

Sealed tenders are invited under two-bid system from reputed and experienced agencies for 'Annual Maintenance Contract' (AMC) for UV-VIS SPECTROPHOTOMETERS -2 (Hitachi: U-2900 -1; Hitachi U-1900 -1) and GAS CHROMATOGRAPH at the above address.

The interested agencies/firms are required to submit the Technical and Financial bid, separately, accompanied along with the Application Letter, Certificate agreeing to terms and Conditions (Annexure III), Maintenance Agreement (Annexure IV). The bids in Sealed Cover-I containing "Technical Quotation (Annexure I)", Sealed Cover-II containing "Financial Quotation (Annexure II)" should be placed in a fourth sealed cover superscripted "Quotation for Annual Maintenance Contract (AMC) For UV-VIS SPECTROPHOTOMETERS and GAS CHROMATOGRAPH and should reach the office of the Chairperson, Department of Microbiology, Panjab University, Chandigarh on or before 27th March, 2017 and the same will be opened on 28th March, 2017 at 11.00 am.

Chairperson

APPLICATION LETTER

(Specimen)

To
The Chairperson
Department of Microbiology
BMS Block I, Panjab University (South campus)
Sector-25, Chandigarh-160014

Subject: ANNUAL MAINTENANCE CONTRACT (AMC) FOR UV-VIS SPECTROPHOTOMETERS AND GAS CHROMATOGRAPH

Dear Sir,

In response to your Quotation Notice for the above mentioned contract, I/We, a Private/Public Ltd Company / Partnership / Sole Proprietor submit the tender/quotation with the following particulars:

S. No.	Description	Particular
1.	Name of the Firm	
2.	Year of establishment	
3.	Registration Number with a copy of registration certificate	
4.	Registered Postal Address	
5.	a. Tele.no. b. Fax No. c. Mobile No. d. Website address, if any	
6.	Address of Branches, if any.	
7.	a. Name and address of Directors, in case of Company b. Name and address of Sole Proprietor c. Name and address of partners, in case of partnership firm	
8.	a. Name and designation of authorized signatory b. Address for communication c. <u>Contact details:-</u> 1) Phone:- 2) Mobile:- 3) Email 4) Fax:-	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as affecting the tender invited by on behalf of the Department of Microbiology, Panjab University, Chandigarh, I/We, the undersigned hereby offer for **Annual Maintenance Contract (AMC) for UV-VIS SPECTROPHOTOMETERS and GAS CHROMATOGRAPH** in accordance with the terms and conditions as indicated by you in the said document.

Thanking you
Yours Faithfully
Signature and Name of the Firm with Seal

Annexure I

Subject : Quotation For Annual Maintenance Contract (AMC) For UV - VIS SPECTROPHOTOMETERS and GAS CHROMATOGRAPH at Department of Microbiology, Sector 25, Panjab University, Chandigarh -160014

ENVELOPE-1 : TECHNICAL QUOTATION
(In separate sealed Cover-I super-scribed as Technical Bid)

1. Name of Company/ Firm/Agency
2. Name of proprietor / Director of Company / Firm / agency
3. Full Address of Reg. Office/ Telephone No./FAX No./ e-mail id/website address
4. Full address of Operating / Branch Office/ Telephone No./FAX No./ e-mail id/website address
5. T.I.N. No. (Attach copy)
6. The Firm/Agency shall have **at least 03 years experience** in these fields and shall submit the **self attested copies** of experience along with the tender documents.
7. Details of works of similar nature carried out in Central/State Govt. bodies/ Departments/ PSUs/ Autonomous bodies/ industries/factories/ or other similar organizations during the last 3 years ending **31st December, 2016.**
8. General Terms and Conditions of the Contract to be fulfilled by the Tenderer/Bidder are given in **Annexure and the bidder shall submit them with technical Bid duly signed on each page in lieu of agreeing to them.**
9. The bidder should have an **office in Chandigarh/Mohali/Panchkula.**
10. The bid shall be valid for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
11. An agreement shall be signed with the successful bidder as per specimen enclosed.
12. Quotation received late (including postal delay) / in open condition not meeting the tender conditions/incomplete in any respect are liable to be rejected.
13. The rates should be indicated both in words and figures. In case of discrepancy between the figure (number) and words, the rates given in the words only will be taken as authentic and no further clarification will be sought from the bidder.
14. No party shall be permitted to submit quotation for work in the Department of Microbiology, PU, Chandigarh in which any of their near relatives is an employee. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the PU. Any violation of this condition which comes to the Notice of the PU after the contract is awarded will entitle the PU to treat the contractor as having committed a breach of contract and to exercise all the rights and remedies available to the PU on account thereof.

Signature with Firm's Seal

Name

Dated:

Declaration by the Firm/Agency

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Firm with seal) Name:

Seal: Address:

Date:

Phone No (O):

Annexure-II

Envelope-2 : FINANCIAL QUOTATION

FORMAT FOR SCHEDULE OF QUOTATION/RATES

Sl. No.	Name of the item	Quantity	Unit Rate (RS.)	Total Amount without tax	Taxes if any	Total amount with taxes
1.	UV-VIS					
	HITACHI U-2900	1				
	HITACHI U-1900	1				
2.	Gas Chromatograph	1				

Note:- The firm/bidder will depute full time experienced and qualified Resident Engineer in Department of Microbiology, Panjab University, Chandigarh to rectify the faults instantly.

Name:..... Signature :.....

Date _____

Firm's Seal:

Annexure-III

Terms and Conditions

1. The firm/bidder will depute full time experienced and qualified Resident Engineer to rectify the faults instantly.
2. The maintenance charges also include free supply and replacement of all spare parts required for perfect running of the computers.
3. Replacement of defective parts should be made with spares/parts of the same specification and, in case these are not available, the higher specification will have to be installed. In no case will any defective parts be replaced with old spares.
4. The Maintenance Engineer of the Contracting Agency should have valid photo I-Card.
5. The Resident Engineer of the Contracting Agency should provide maintenance service as and when necessary on all working days from 0930 h to 1800 h (Monday to Friday) or up to late hours, as per requirement. Provision for availability of service engineers on Saturdays, Sundays or other holidays should be made in case of emergency.
6. The repair work will have to be carried out at the location of the equipment except in the exceptional cases where the equipment or any component may be required to be taken out for repairs. Under such cases, necessary intimation should be made with the competent Officer.
7. An agreement shall be signed with the successful bidder as per specimen enclosed.
8. Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of pay order/demand draft in favour of Chairperson, Department of Microbiology, PU, Chandigarh shall be furnished at the time of awarding of AMC.
9. The Contractor will have to make regular quarterly visits for rendering routine maintenance service. In case of breakdown, the Engineer will have to attend the Instrument within 24 hours.
10. In case of breach of any conditions of the contract and for all type of losses caused on the part of Contractor, the Chairperson, Department of Microbiology, PU shall make deductions, as deemed fit, from the quarterly bills submitted by the Contractor or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Chairperson, Department of Microbiology, Panjab University, Chandigarh.
11. The quotation shall remain valid for a period not less than 90 days after the deadline specified for submission of quotations.
12. Sales tax/other levies to be charged should be specifically indicated.
13. Submission of quotations: Sealed quotation super scribed on the envelope as “ Quotation for Annual Maintenance Contract (CAMC) for UV-VIS Spectrophotometers-2 and Gas Chromatograph-1 should be dispatched by registered post or Courier to the following address: Chairperson, Department of Microbiology, BMS Block I, Sector-25, Panjab University South Campus, Chandigarh-160014.

I hereby agree with the above terms and conditions.

Name of the Firm/Agency _____

Signature with seal _____

Date: _____

MAINTENANCE AGREEMENT

(Specimen)

This Maintenance Agreement is made at Chandigarh on (Date and place of agreement) for the period of one year from _____ to _____ between the Chairperson, Department of Microbiology, Panjab University, Chandigarh hereinafter referred to as "First Party" which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office and assigns on the one party and M/s_____Vendor Name, acting through authorized representative Sh _____only authorized by the company/Firm vide resolution number_____ dated _____(copy annexed to this maintenance agreement) with its registered office at _____ which expression shall unless excluded by or repugnant to the context shall include its representative administrator, executives and assign on the second party.

Whereas the Chairperson, Department of Microbiology, PU, Chandigarh has the various Instruments shown in this Agreement hereof and is now desirous of availing the Annual Maintenance Services for its UV-VIS Spectrophotometers-2 and Gas Chromatograph -1, installed at the Department of Microbiology, Panjab University, Chandigarh.

And whereas M/S_____ has agreed to perform the said maintenance services of the instruments covered by this agreement.

Now, therefore, it is hereby mutually agreed as follows:

1.0 SCHEDULES TO THE AGREEMENT:

The following schedules form an integral part of this agreement: Schedule-I - Details of the Instruments

2.0 TERMS & CONDITIONS OF THE MAINTENANCE CONTRACT FOR THE EQUIPMENTS

2.1 The second party, shall truly and faithfully carry on the said job as is done by the services/business houses in proper manner/standard fashion for the annual maintenance of the instruments/ Equipments. as mentioned in Schedule - I to the full extent and satisfaction of the first party for the whole year, i.e., from..... to

2.2 The annual maintenance includes **preventive maintenance**, quarterly regular services of the Instruments/ Equipments for keeping the equipments of, active and free from any defects or disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the instruments. The replacement of all the spares is not included under the Maintenance Contract. The replacement of defective bulbs/photo tubes of the spectrophotometers with Original spares or of equivalent specification will be done by the second party, without any extra charge of any kind.

2.3 The Annual maintenance shall be carried out primarily at the premises of the Department of Microbiology, Panjab University, Chandigarh during office hours. In case, the second party feels that the equipment cannot be repaired on-site, they will carry the defective equipment with the consent of officials after giving due receipt of the equipment and deliver back the repaired equipment at their own cost and risk to get it repaired promptly.

2.4 The Operating environment condition in which the equipment is presently installed is quite satisfactory and the second party will not raise any condition with regard to the working environments for the equipment covered under the Maintenance Contract.

2.5 The second party will depute one technical person at the Department of Microbiology,

Panjab University, Chandigarh to attend on spot the complaints for any minor defect and that technical person will register the complaint on the complaint register with date and time and record the date & time of clearing the fault with satisfactory report signed by the concerned officer of the section.

2.6 Response time for maintenance call should not exceed 1 hour.

2.7 The instrument down time should not exceed 24 hours from the time at which the complaint was made. If the down time is more than 24 hours, the second party will provide a stand by system. In case the system is not repaired or an alternative system not supplied within the period of 24 hours from the time of failure report then the first party may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the second party from the subsequent payments or else from the performance security if all the payments have been released.

2.8 The Second party, will ensure 95% uptime for equipments failing which liquidated damages of Rs.500/-per day per item subject to maximum of 2 percent of contract value will be recovered from the Performance security or the Payment due to the Service Provider, However before imposing liquidated charges, the First party will issue a show cause notice in which the details of downtime will be mentioned. It will also include the liquidated damages proposed, to be imposed on the second party.

3.0 SECURITY DEPOSIT:

3.1 The second party shall deposit 10% of the AMC amount as Performance security in the form of Demand Draft from a Nationalized Bank in favour of the Chairperson, Department of Microbiology, Panjab University, Chandigarh payable at Chandigarh at the time of signing the agreement. This amount shall be refunded to the second party by the first party upon termination or expiry of this agreement after adjusting such dues or claims or both as may remain unpaid by the second party to the first party at the time of termination or expiration of this agreement.

4.0 PAYMENT TERMS:

4.1 The total maintenance charges for one year are Rupees_____. The annual maintenance charges shall be payable to the second party in arrears on quarterly basis. For this purpose, the Second party will have to submit bill in the name of First party and payment shall be made by it within 30 days from the receipt of the bill.

4.2 Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

4.3 In the event of non-satisfactory performance of maintenance services by the second party, first party shall have the right and discretion to terminate this agreement by giving one-month notice and to forfeit the proportionate amount from the security deposited by the second party.

5.0 FORCE MAJEURE:

5.1 The _____or the second party, against the other, in case of any failure or omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-outs, strikers, riots, embargoes from any political reasons beyond the control of any part including war (whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party.

5.1.1 Has delayed the performance of its work as it was beyond its reasonable control and it has

not occurred due to negligence or default on its part.

5.2 Either party, as and when gives notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or agency or chamber of commerce. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinabove.

6.0 ASSIGNMENT:

6.1 The second party shall not assign this agreement or any part, thereof or any benefit there under without the written consent of to any other party.

7.0 ARBITRATION:

7.1 In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the Technical Committee of the Department of Microbiology, Panjab University, Chandigarh. The decision of arbitration to the agreement in this regard shall be final and binding upon both the parties.

8.0 THE AGREEMENT :

8.1 This document with Schedule 1 hereto signed by both the parties shall constitute the entire agreement binding on both the parties.

8.2 This agreement has been executed in the English language in two originals and each party has retained one original.

In witness whereof each of the parties hereto has caused this agreement to be executed as on the day, month and the year first above written.

First Party
Seal) (In presence of)
(In presence of)

Second Party Name: Name: Designation
Designation: (Rubber Seal) (Rubber

Witness - I

Witness – I

Witness - II

Witness - II