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LTD.) WHOLLY OWNED BY GOVERNMENT OF INDIA

Nashik Road-422101 (Maharashtra)

(ISO-9001:2008 & 14001:2004 Certified Company)

Miniratna Category-I, CPSE

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Not Transferable

TENDER DOCUMENT FOR PURCHASE OF: RENEWAL OF AMC FOR BIOCHEMISTRY SEMI AUTO ANALYZER AGD-2020 & AUTOMATIC BLOOD CELL COUNTER ERMA PCE 210 (AGD MAKE)

Section I: Notice Inviting Tender (NIT)

Firm's R	leference					
Email	info@agdbio.com	Proprietary	Address: Purchase Section, India			
Phone	-	Procurement	Security Press, Nashik Road-			
Fax	-	Form	422101.			
M/s. AGD Biomedicals Pvt Ltd. Mehta Trade Centre, Shivaji Colony Sir M V Road, Andheri East Mumbai (Maharashtra)		Enquiry No and Date	6000018778/28/PAC/DS- 10/Hospital/AMC/24-25, Dated: 11.05.2024			
		Date of Tender Opening	24/05/2024			
		The Tender would be opened at 3:00 PM on the date of tender opening above, at the address mentioned above				

Please submit on or before 3:00 PM on date of tender opening, your quotation for following goods, in accordance with the Terms and Conditions printed overleaf, in a sealed cover, marked on top with-Enquiry No; Date of Tender Opening.

Addl. General Manager (Materials)

For Chief General Manager

India Security Press, Nashik Road

Sr. No.	er Schedule Description and Specification of Material/Service	Quantity	Unit	Delivery Required	In figure and in words Rs.		Total Rate Incl. of
					Basic Rate per Unit	Taxes & Duties per Unit	Taxes & Duties
01	Renewal of AMC for i) Biochemistry Semi Auto Analyzer AGD 2020 ii) Automatic Blod Cell Counter ERMA PCE 210 (AGD Make)	1	AU	Within 30 days from the date of issue of Purchase Order.		•	



SECTION II: SCOPE OF WORK

Schd. No.	Brief Description Of Goods/services	Quantity	UoM
1.	Renewal of AMC for i) Biochemistry Semi Auto Analyzer AGD 2020	1	AU
	ii) Automatic Blood Cell Counter ERMA PCE 210 (AGD Make)		



SECTION III: TENDER SPECIFIC CONDITIONS OF THIS TENDER

1. Signing and Sealing of Tender

- (a) An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,
- (i) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
- (ii) As Partner (s) of the firm;
- (iii) as Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- (b) The authorized signatory of the Tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.
- (c) The tender shall either be typed or written in indelible ink and the same shall be signed by the Tenderer or by a person(s) who has been duly authorized to bind the Tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- (d) All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the Tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

2. Scrutiny and evaluation of tenders

- (a) Basic Principle: Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the Tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.
- (b) Minor Infirmity/ Irregularity/ Non-Conformity: If during the preliminary examination, SPMCIL find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, SPMCIL may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the Tenderers. Wherever necessary, SPMCIL will convey its observation on such 'minor' issues to the Tenderer by registered/ speed post etc. asking the Tenderer to respond by a specified date. If the Tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

3. Discrepancy in Prices

- (a) If, in the price structure quoted by a Tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless SPMCIL feels that the Tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- (b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- (c) If there is a discrepancy between the amount expressed in words and figures, the amount





in words shall prevail, subject to sub clause (a) and (b) above.

- (d) If, as per the judgment of SPMCIL, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the Tenderer by registered / speed post. If the Tenderer does not agree to the observation of SPMCIL, the tender is liable to be ignored.
- 4. Clarification of Bids: During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder for clarification of its bid. The clarification should be received within 7 days from the bidder from date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- **5. Negotiations:** Normally there would be no price negotiations. But SPMCIL reserves its right to negotiate in accordance with CVC guidelines.

6. Country of Origin

- (a) All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- (b) The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 7. **Terms of Delivery:** One year from the date of issue of Purchase Order and services needs to be performed in every quarter.
- **8. Prices:** Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract.
- **9. Taxes and Duties:** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to India Security Press.
- 10. Terms and Mode of Payment: Payment will be released on quarterly basis within 30 days after satisfactory service report from the User Section of India Security Press, Nasik. GST as applicable as per rules. TDS, if applicable will be deducted from the firm's bill.
- 11. Liquidated damages: if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods or services' contract price(s). During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply. In all such cases GST would also be applicable on LD.
- 12. Resolution of disputes: If dispute or difference of any kind shall arise between SPMCIL and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless



otherwise provided in the SCC, either SPMCIL or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

13. Applicable Law

- (a) The contract shall be interpreted in accordance with the laws of India.
- (b) Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.
- (c) The courts of the place from where the notification of acceptance has been issued shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.
- 14. Following undertaking needs to be submitted on bidder's letter head duly sealed and signed by authorized personnel of the bidder firm:
- a) 'That the prices offered are the best reduced rates that that the same consumables are not supplied on lower rates to any other organization'.
- b) "That there is no agency commission involved in the supply and that no person is paid agency commission'.
- 15. **Performance Security:** If value of contract is more than 2.5 lakhs the successful bidder has to submit Performance Security Deposit equivalent to 3% of the order(s) value, valid for a period of 60 days beyond the completion of all contractual obligations by the supplier, including the warranty period, within 21 days from the date of issue of Letter of Intent/award of contract.

I/We engage to supply the material(s) to your office and comply the following:

- 1. Tender Schedule and Technical Specification indicated
- 2. Tender specific conditions for this tender.
- 3. Terms and Conditions printed overleaf
- 4. General conditions of Contract GCC: https://spmcil.com/uploaddocument/GCC/new.pdf
- 5. I/We confirm that set off for the GST etc. paid on the inputs have been taken into consideration in the above quoted price and further agree to pass on such additional duties as sets offs as may become available in future under GST etc.

6. This offer is valid for 90 days from the date of opening of tender.

Signature & Seal	Name of Authorised Signatory:	
Place & Date	- 8 - 7	
Address:	Tel. No./Fax. No./ Mobile No./ Email ID:	ē