



TAMIL NADU POLLUTION CONTROL BOARD

From

Md. Nasimuddin, IAS,
Chairman,
Tamilnadu Pollution Control Board,
76, Mount Salai,
Guindy, Chennai – 600 032.

To

As per list and TNPCB Website

Letter No.TNPCB/Labs/NABL/02275/2014 dated: 18.05.2018

Sir,

Sub: TNPCB – Labs – Annual Maintenance Contract offer for Atomic Absorption Spectrophotometer (AAS) available at TNPCB Laboratories located at various places – Requested – reg.,

Please furnish your sealed (to be sealed with sealing wax) and signed Tender for the Annual Maintenance Contract for Atomic Absorption Spectrophotometer (AAS) available at TNPCB Laboratories located at Coimbatore, Salem, Madurai, Cuddalore, Trichy and Vellore on or before 06.06.2018 addressed to the Deputy Director (Labs), TamilNadu Pollution Control Board, Guindy, Chennai-600 032. If the rates quoted are for indigenous rate contract should be in Rupees and indicating GST charges.

The sealed cover, Superscribed as "Tender for AMC to Atomic Absorption Spectrophotometer (AAS) at TNPCB Labs with our reference number and due date of quotation, should be sent to the following address:-

The Deputy Director (Labs)
TamilNadu Pollution Control Board, (Annexe)
76, Mount Salai, Guindy,
Chennai – 600 032.

Quotations received after the due date will not be considered.

If the quotation is accepted, work order will be issued to the successful bidder.

A copy of tender form is enclosed herewith.

Sd/xxx
Chairman

Bd/Bd
Deputy Director (Labs)
22/5/18

De
22/5/18

76, MOUNT SALAI, GUINDY, CHENNAI - 600 032.

Tel : 22353134, 22353135, 22353136, 22353137, 22353138, 22353139, 22353140, 22353141

Fax : 044-22353068

Email : tnpceb@md3.vsnl.net.in Web : www.tnpceb.gov.in

**Tender for Annual Maintenance contract for AAS Instruments at
TNPCB Laboratories located at various places.**

TNPC Board invites sealed bids in Two Bid System for AMC for Atomic Absorption Spectrophotometer Instruments at TNPCB Laboratories located at Coimbatore, Salem, Madurai, Cuddalore, Trichy and Vellore for a period of 1 (one) / 3 (three) years.

Eligibility criteria

- The bidder must have experience on maintenance of equipments and should have good performance record for the past three years in terms of service delivery and customer satisfaction.
- Maintenance contract shall be awarded to the bidder and not to any of its subsidiaries

GENERAL CONDITIONS

1. If any authorized representative of the tenderers wishes to be present at the time of opening, he/she can do so. Tender received late will not be entertained. In any case this day is declared a holiday, tender will be opened on the next working day at same time and place.
2. Tender is required to be submitted in two bids viz 'Technical Bid' and 'Financial Bid' separately superscribing on the envelopes as 'Technical Bid' and 'Financial Bid' respectively mentioning the Annexures and Name of the Tender. Each and every page of the tender is to be serially numbered and duly signed by authorized bidder/signatory. Both the envelopes are to be put in a single envelope superscribed "AMC for AAS Instruments at TNPCB Laboratories" name of the bidder and specifying the number of sealed envelopes Enclosed/inserted.
3. The rates should be typed both in words and figures, without any over writing and error in typing.
4. List of AAS for AMC is enclosed as **Appendix – 1** and format of undertaking is enclosed as **Appendix – 2**.
5. The Chairman, TNPC Board reserves the right to reject any tender or all without assigning any reason thereof.

6. The technical bid (un – priced) shall be opened on 07.06.2018 at 3.00pm for technical evaluation and those technical bids which are found acceptable by the technical evaluation committee will be considered for price bid evaluation.
7. The bidder has to do 4 preventive maintenance visits in a year on quarterly basis for the instrument and submit the report given at Appendix – 1 accordingly.
8. The Bidder has to attend the breakdown calls as and when necessary.

EARNEST MONEY DEPOSIT

- An amount of Rs.5,300/- must be deposited as an earnest money along with the “Technical Bid” by way of Demand Draft in favour of TNPCB payable at Chennai, EMD in any other form will not be accepted.

A) Technical bid:- Technical assessment will be evaluated on the basis of

- EMD in the form of Demand .Draft .
- The firm must have minimum of 3 years of experience.
- Experience certificates in token of proof of three years experience in maintenance of equipments/instruments of same/similar specifications and configuration in similar institutions and State/Central government organizations. With each certificate, the certified copy of the Work Order along with list of equipments maintained with mode, if available, must be enclosed.
- Undertaking for providing Annual Maintenance Contract 1 (one)/ 3(Three) years as per proforma given in Appendix - 2.
- Authorisation letter from manufacturer/ authorized service provider certificate in case bid is submitted by authorized agents.
- Authorisation letter(s) of various principals whose equipments/instruments the bidder is authorized to offer “after sales service.”
- Proof of accuracy/calibration of calibrating equipments issued by an accredited agency.
- Accreditation/calibration of calibrating equipments issued by an accredited agency.
- Accreditation/certification from competent regulatory authority.

B) Financial Bid:- It should comprise the following:-

The information given in technical bid should be reproduced with prices against quoted equipments. Any deviation in this regard will render the bid liable for rejection. The prices should be quoted on lump sum basis over and above which taxes, if attracted, only shall be payable which should be spelt out/added exclusively. The rates of compatible and manufacture origin spares for each equipment/instrument should be submitted extra. All the rates shall remain firm for a period of 3 (three) years. Rates must be quoted in the format prescribed (Annexure – A)

AWARD OF CONTRACT (AMC)

The lowest bid offered among the technically qualified tenderer fulfil the other condition stipulated will be selected for award of Annual Maintenance Contract.

CONSTITUTION OF THE COMPANY

- Documentary evidence for the constitution of the company / concern such as Memorandum of Articles of Association, Partnership deed etc., with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor to be furnished along with Technical Bid.

ANNUAL TURNOVER

- Annual turnover for last 3 years along with concurrent commitment for the current financial year certified by the Auditor

SALES TAX CLERANCE CERTIFICATE

- Sales Tax Clearance certificate, as on 31st March of last financial year.

PAYMENT TERMS

- No advance payment shall be made. 100% payment for service provided will be made quarterly on submission report along with relevant documents, test certificates etc.

ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

- Failure of the successful bidder to comply with the requirements of signing of contract and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluation technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their prices nearer to the originally evaluated & lowest bidder.

ADJUDICATION/REVIEW BOARD

- Any dispute arising out of or during execution of the contract shall be settled with mutual agreement.

SAVING CLAUSE

- No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

LAWS GOVERNING THE CONTRACT & JURISDICTION

- The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender, such dispute would be subject to the jurisdiction of the Civil Court within Chennai city only.

OTHER TERMS AND CONDITIONS

- All types of Spares and accessories should be available with the vendor for quoted equipments.
- Firm must have proper workshop to cater to repair of equipments with technical support and test & tooling infrastructure for general, electro-mechanical, electronic, optical and other allied repairs of equipments/instruments. Besides that the firm must have devices/equipments for calibration of instruments No additional cost will be paid for calibration and other safety documentation.

- The manufacturers or their authorized service agents/authorized dealer of the equipment, special experience in repair of specific equipments installed may be accorded preference in award of tender at the discretion of the Competent Authority.
- The bid shall be valid for a period of 90 days whereas the rates quoted shall be valid for 3 (Three) years from the date of award of work.
- Repair should be conducted as per standard accepted guideline for equipment repair maintain the integrity of components of equipment.
- Rates should be quoted for each item separately and it should not be for all the equipments as a whole on grouping basis.
- After the award of the tender the tenderer is required to submit an undertaking on a stamp paper of Rs.20/- along with 5% of value of the order as security deposit by way of D.D. drawn in favour of TNPCB payable at Chennai from any Nationalized bank within 7 days.
- Tax rate should be mentioned along with rates separately.
- The bidder shall have to provide **four** Regular preventive maintenance services in a year, besides attending any number of calls as and when required. AMC holder should also calibrate equipment free of cost at regular intervals.
- Each and every complaint / call will be attended within 48 hours, failing which next successful bidder(s) and/or other outside firms/companies can be approached to repair the same. In case any equipment witnesses break-down for more than 120 hours for want of visit and/or non submission of estimate, a penalty of 2% of the total cost of the AMC of the equipment per week may be levied till it is repaired and final acceptance certificate is issued by the department concerned with the exception in condition of Force Majeure.
- Repair should be done in the TNPCB, Lab premises, as far as possible. If it necessary to take the equipments/part to the workshop proper written permission or gate pass should be obtained from competent Authority. The equipment/ instrument or part shall be returned under all cases within

a week of its removal from the premises, otherwise it is the responsibility of the bidder / firm to provide an alternative arrangement at their cost.

- Firm's representative /engineer shall be required to specify which spare parts need to be changed/replaced on the service report before leaving the premises. Agency is bound to submit estimate of spares need to be changed within 48 hours of inspection.
- Payment will be made on quarterly basis, after submission of bills in triplicate along with satisfactory service report duly verified by the competent authority.
- Annual Maintenance Contract would be continued subject to the satisfaction of the authority and may be terminated at any time without assigning any reason.
- It may also be noted that there should be no negligence in providing services of any type, if any, complaint is received the contract will be terminated with immediate effect.
- Repairs to be undertaken should be within specified configuration and maintaining the repair will not be acceptable. After repairs, a certificate to the effect that the equipment is in working order and safe for the handler shall be submitted by the service holder.
- Firm has to provide warranty/guarantee on replaced spare for 1 year at least.
- Tender forms are not transferable and subletting of services is not allowed.
- The quotation should be unconditional.
- Any act on the part of the contractor to influence anybody in the organization shall make his/her tender liable for rejection.
- In the event of any breach/violation of conditions of the contract, security money is liable to be forfeited.
- The interested bidders may inspect the equipments/instruments being put to the tender for the maintenance may inspect the same from 11.00 AM to 3.00PM on any working week day to satisfy them about the condition

thereof. Submission of the tender in itself would be a presumption that the equipments/instruments were inspected and the bidders have understood and accepted all the terms and conditions.

- Contract holder will not be allowed to sublet the work to any other agency.
- **If any Tenderer fails to fulfill the above terms or violate any above terms his tender will be rejected summarily without assigning any reason or justifications.**
- The quantity mentioned against each items in Annexure - 1 is provisional and liable to change. However the exact quantity will be intimated at the time of award of contract.
- AMC/CMC Contract will be valid for only **one or three years** (whichever is applicable) from date of award which can be extended by competent authority.
- Lowest rates certificate should have submitted by the firm in respect to AMC/CMC rates as well as spares rate also.
- Bidder should submit a letter mentioning the person deputed/ representative is authorized on behalf of company stating the name of person, address and designation by competent authority.
- Bidder will have to bear all income Tax liability both corporate and personal tax. A copy of the PAN card also to be furnished. Bidders should also bear the GST liability. TNPCB is NOT entitled to avail concessional rate of Central Sales tax against form 'C' in respect of inter-state purchases.
- **GST:** (a) Up-to-date Sales Tax clearance certificate, GST Registration Certificate indicating also the GSTIN number of the firm must be clearly mentioned in the quotation, Certificates must be enclosed.
(b). GST Deduction at source as per Order/notification of the Govt. of India will be applicable.
(c). HSN/SAC No of the items must be clearly mentioned in the quotation along with GST No.

Appendix – 1

List of Instruments attached to TNPCB Labs offered for AMC

ATOMIC ABSORPTION SPECTROPHOTOMETER (AAS)					
Sl.No	Place	Instrument	Make/ Model Thermofisher	Serial No	Qty
1.	Advanced Environmental Labratory/ Coimbatore	Atomic Absorption SPectrophotometer	ICE 3500		1
2.	Advanced Environmental Labratory/ Salem	Atomic Absorption SPectrophotometer	ICE 3500		1
3.	Advanced Environmental Labratory/ Madurai	Atomic Absorption SPectrophotometer	ICE 3500		1
4.	Advanced Environmental Labratory/ Cuddalore	Atomic Absorption SPectrophotometer	ICE 3500		1
5.	Advanced Environmental Labratory/ Trichy	Atomic Absorption SPectrophotometer	ICE 3500		1
6.	Advanced Environmental Labratory/ Vellore	Atomic Absorption SPectrophotometer	ICE 3500		1
7.					
8.					
9.					
10.					

Appendix – 2

Format of undertaking to be submitted along with tender for annual maintenance contract for equipments/ instruments.

TO BE SUBMITTED ON A STAMP PAPER OF Rs.20/-

UNDERTAKING:

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them
2. The rates quoted by me are valid and binding upon me for the entire period of contract
3. Each and every complaint / call will be attended within 48 hours, failing which next successful bidder(s) and/or other outside firms/companies can be approached to repair. In case any equipment witnesses break-down for more than 120 hours for want of visit and/or non submission of estimate, a penalty of 2% of the total cost of the AMC of the equipment per week may be levied till it is repaired and final acceptance certificate is issued by the department concerned with the exception in condition of Force Majeure.
4. I, the undersigned hereby bind myself for AMC/CMC repair and Maintenance of equipments/instruments as per list enclosed to during the period of contract.
5. The earnest money of Rs.5,300/- deposited vide Demand Draft no. ----- Dt.----- is attached herewith.
6. Should any delay occur on the part of making equipment function, TNPCB shall stand authorized to get the necessary repairs done from other sources and deduct the amount incurred on such repairs from our bills dues.
7. The conditions herein contained shall form part of and shall be taken included in the agreement itself.
8. The decision of the Competent Authority will be final and binding upon me
9. That the spares supplied by me would be compatible with equipment and according to specifications provided by the manufacturer company with best quality.
10. That if spares supplied by me are found to be of defective or beyond repair the same shall be replaced by me at my own cost.

11. That I shall maintain the equipments and ensure timely visits to avoid any hardships
12. That I shall keep the fact in mind that equipments are vital in a institute and arrange for early repairs in the best interest of the organization.
13. That I hereby undertake to bear any loss or damage caused to the authorities through the usage of equipment/instruments repaired / serviced by me.

Signature of Bidder

Name:

Address:

Contact No:

Sd/xxx
Chairman

[Handwritten Signature]
22/5/18
Deputy Director (Labs)

[Handwritten Signature]
22/5/18

[Handwritten Signature]
2/12