

## NOTICE INVITING TENDER

CUH invites tenders for the Annual Maintenance Contract of the **Thermo Scientific Q-Extractive with dionex Ultimate 3000 UHPLC and Nano LC Easy 1200 Hybrid Quadrupole-Orbitrap LCMS/MS System**. The dates are given below,

Published Date	<del>10.03.2025</del>	11.03.2025
Bid submission start date	<del>11.03.2025</del>	12.03.2025
Bid submission end date	<del>18.03.2025</del>	19.03.2025
Bid opening date	<del>19.03.2025</del>	20.03.2025

The Bidders can download the documents from the website [www.cuh.ac.in](http://www.cuh.ac.in) and submit their offers in the format duly filled and signed with required enclosures and documents. The Tender is to be submitted in a sealed envelope (during working days) superscribed "**Tender for the Annual Maintenance Contract for Thermo Scientific Q-Extractive with dionex Ultimate 3000 UHPLC and Nano LC Easy 1200 Hybrid Quadrupole-Orbitrap LCMS/MS System**" addressed to Director CIC, Room No. 13,, Academic Block-1, Central University of Haryana, Jant-Pali-123031, Mahendergarh, Haryana.

### IMPORTANT NOTES:-

1. Bids received through Offline/Hard Copy only will be considered. Bids in any other form sent through email/fax etc. will be rejected.
2. CUH reserves the right to accept / reject any or all the tenders in part /full without assigning any reason thereof.
3. CUH will not be responsible for any kind delay in submission of tender.
4. Any change / corrigendum/ extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.

Place: Mahendergarh  
Date: 06-03-2025

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## TERMS & CONDITIONS

1. All Bids/Quotations shall be submitted to **Director, CIC**. The **bid Validity should be 180 days from the date of opening.**

2. Quotation must include details with percentage break ups if any such as service tax etc. as per GST Act (i.e. Basic service charges for AMC and the Service Tax applicable etc. as per GST Act).

3. **Bid Securing Declaration is to be submitted along with offer failing which offer will be rejected.**

4. **Taxes on Goods and Services:** - The rate of Taxes in terms of percentage must be clearly indicated wherever chargeable as per GST Act.

5. Quotation must be valid for three months from the date of quotation. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

### 6. Payment terms:-

(i) Payment against Invoice/Bill within 30 days after satisfactory services at CUH.

(ii) We may accept the payment terms pertaining to AMC in two half yearly equal instalments as follows:-

(a) 50% payment of the AMC charges will be made after completion of the first visit of the contract period subject to the satisfactory service certificate from the user of the equipment under the AMC contract.

(b) Balance 50% payment will be made after completion of the AMC contract period subject to the satisfactory service certificate from the user of the equipment under the AMC contract.

(iii) Following information should be reflected in the Invoice/Bill for making payments through e-mode:-

(a) **11 Digit Core Banking Account Number**

(b) **Type of Account (Saving/Current)**

(c) **Name of Account Holder**

(d) **Name of Bank & Branch**

(e) **IFSC Code No.**

(f) **MICR No.**

(iv) For making payments please submit your pre-receipted over a revenue stamp of Rs. 1/-. The period of AMC and the period of claim should be clearly mentioned in the invoices.

(v) The Income Tax to be deducted at source (if any) may please be reflected in your invoice along with your Pan Number. CUH will deduct Income Tax at source as per Govt. norms/regulations/directives without any prior intimation at the time of making payment to the vendors.

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(vi) The copies of service reports of preventive / Emergency Services duly signed by the user should be submitted to the Intender along with the invoices while submitted for payment. Service Providers are requested to keep such records/documents with signature of the user of the equipments under AMC.

(vii) GST-TDS will be applicable as per GST Rules.

7. Your firm should not provide similar services / AMC to any other party at a cost lower than that charged from CUH. An undertaking for this may be provided along with bid.

8.

- i. No. of preventive maintenance must be equally spaced during the entire period of AMC at least one in each quarter.
- ii. On Emergency Breakdown, equipment must be attended **immediately not more than four working days (exclusive of date of intimation from CUH) failing which liquidated damage / penalty will be incurred as indicated in this tender enquiry.**
- iii. Down time should not be **more than four days** (exclusive of date of intimation from CUH)
- iv. The down time may be added in the AMC period and accordingly, the AMC duration shall also stand extended.

9. (i) The parts, replaced on chargeable basis should be returned to the Stores, CUH in case of non-comprehensive AMC.

(ii) Any spares and consumables required has to be provided by the contract holder i.e. CUH to be replaced on chargeable basis in case of non-comprehensive AMC.

10. Right to Information Act 2005: The tenderer may indicate if any information in his tender includes information of commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of your company.

11. Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

12. Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.

### 13. Settlement of Disputes:

(i) The Purchaser and 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) 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.

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(iii) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the Purchaser 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 and Arbitration & Conciliation (Amendment) Act 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement), the same shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi for appointment of arbitrator to adjudicate the dispute. The award of the arbitrator shall be final and binding on the parties. The arbitrator may give interim award(s) and / or directions, as may be provided. Subject to the aforesaid provision, the Arbitration and Conciliation Act 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

(b) In the case of a dispute between the purchaser 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.

(iv) The venue of the arbitration shall be the place from where the purchase order or contract is issued.

(v) Notwithstanding any reference to arbitration herein:

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Supplier any monies due to the Supplier.

#### 14. Debarring the firms from business:

The process of debarring the firm would be initiated in the below mentioned cases subject to the recommendation of the decision making committee of **CUH**. The conditions for debarring the firm are: Not supplying the services/materials as mentioned in the Purchase Order.

- i. Not fulfilling the contractual obligations as per the terms & conditions of the Purchase Order.
- ii. Not able to provide the required spares during the contract period of AMC or the period as specified in the vendors quotation "or" in the tender enquiry "or" Purchase Order of the buyer at the time of the procurement of the equipment from OEM.
- iii. Repeated failures for keeping the equipment functional.
- iv. Inadequate service back-up in terms of spares & manpower being repeatedly observed in a number of occasions and recorded by **CUH** during the AMC period and specified above in Point no. 14 (iii)/during the life cycle of the equipment.
- v. In case it is proved that the services being provided to **CUH** has been sub-letted to some other vendor.

*Handwritten signatures and initials:*  
Raj C  
Amy  
J. B. K.

(Supply means: - Services to be provided under the terms & condition of AMC) (Purchase Order means: AMC Contract issued by CUH and entered with the service provider).

#### 15. Termination for Insolvency:-

The Purchaser (CUH) may at any time terminate the Contract by giving written notice to the Supplier (Service Provider), if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

#### 16. Termination for Convenience

(i) The Purchaser (CUH), by written notice sent to the Supplier (Service provider), may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(a) To have any portion completed and delivered (services) at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods/Services.

17. **Applicable Law:-**The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be resolved as per Point No.13 (settlement of disputes)

#### 18. Notice:

- i. Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the Purchase Order/Contract.
- ii. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

19. Code of Integrity and Conflict of Interest: the firm and the procuring entity should observe the highest standard of ethics and should not indulge in Corrupt Practice, Fraudulent Practice, Anti-competitive Practice, Coercive Practice, Conflict of Interest, Obstructive Practice. **The firm has to provide "Format for declaration by the Bidder for Code of Integrity & Conflict of Interest" duly filled and signed.**

#### 20. Notwithstanding the above:-

(a) CUH reserves the right to accept/reject fully or partially any Bid received against this Enquiry without assigning any reason thereof.

(b) CUH is at the liberty to terminate the AMC at any time without assigning any reason. However, the payment will be made for the period during which services has been provided subject to the certification from the user of CUH for the equipment under AMC.

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21. In pursuance of the OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry Of Finance, Govt. of India and firms are required to submit the Certificates (( **Declaration by bidder for code of Integrity and Conflict of interest , Self-Certification regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) ,Manufacture's Authorization forms, Bid Securing Declaration form, Self-Certification for make in India**)) as mandatory eligibility criteria for acceptance of their offers. If this certificate is not provided by the firm then their offer will be rejected. No such certificate from the firm will be accepted after opening of the bids.

22. a) The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

b) **The following details should be provided by the Service Provider:**

- Channel of registering service requests, response time for resolving the request.
- Channel for escalation of service requests in case of delay or unsatisfactory resolution of request, monitoring of service levels etc. This would include the provision of help lines, complaint registration, and escalation procedures.
- Certificate from the bidder to the effect that the prices charged by him should not exceed the prevailing rates charged by him from others for similar services. While claiming payment, the AMC holder is also to give a certificate to this effect in his bill.

23. Vendor, along with their quotation/bid, will provide a copy of the past purchase orders for the quoted/offered services placed on them by various organizations. The copy of the past purchase orders provided by the vendor will be kept confidential and it will be used by the Decision Making Committee of **CUH** for arriving at a proper decision only.

24. The **CUH** reserves the right to accept or reject any bid/quotation at any stage of tendering.



**Director CIC**

**For and On Behalf of CUH**