

**GOVERNMENT OF MEGHALAYA
OFFICE OF THE DIRECTOR OF HEALTH SERVICES
MEDICAL EDUCATION & RESEARCH (DME), MEGHALAYA
PASTEUR HILLS, SHILLONG**

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No. DHSME&R/SMC/Tender/2025/ 1034

Dated; Shillong, the 16th July 2025

CORRIGENDUM

"In partial modification of the NIT No. DHSME&R/SMC/TENDER/180/2025/940 dated 11.07.2025 (Pharmacology Department) issued by the Directorate of Health Services - Medical Education & Research (DME), Meghalaya, the following corrigendum is hereby notified:

1. **Clause 1.0 of the 'INVITATION FOR BIDS (IFB)' under PART 1: INVITATION FOR BIDS (IFB) AND BID DETAILS shall be substituted and read as follows:**

*"The Directorate of Health Services Medical Education & Research (DME), invites sealed bids from eligible suppliers (bidders) to participate in Bid Document for Supply and Installation of set of Equipment/Items for **Pharmacology** Department as per NMC at Shillong Medical College, Shillong under the Directorate of Health Services Medical Education & Research (DME) in Two bid system."*

2. **Clause 4.0 of the 'INVITATION FOR BIDS (IFB)' under PART 1: INVITATION FOR BIDS (IFB) AND BID DETAILS shall be substituted and read as follows:**

"A Bidder may participate in the tendering process individually. Participation through Joint Ventures or Consortia is not permitted."

3. **Clause 5.0 of the 'INVITATION FOR BIDS (IFB)' under PART 1: INVITATION FOR BIDS (IFB) AND BID DETAILS shall be substituted and read as follows:**

"In the bidding process, the bidder should submit their "Technical Bid" in a sealed envelope superscripting "Technical Bid" with name of bidder, NIT reference No., on or before Last date of Bid Submission as mentioned on the Bid Information Sheet. The schedule of the technical bid shall be provided from the office of the undersigned. Bidders have to submit the price bid only in the form of physical submission in provided Bill of Quantity (BoQ) format."

4. **Clause 6.0 of the 'INVITATION FOR BIDS (IFB)' under PART 1: INVITATION FOR BIDS (IFB) AND BID DETAILS shall be substituted and read as follows:**

"In the bidding process, the bidder should submit their "Technical Bid" in a sealed envelope superscripting "Technical Bid" with name of bidder, NIT reference No., on or before Last date of Bid Submission as mentioned on the Bid Information Sheet. The schedule of the technical bid shall be provided from the office of the undersigned. Bidders have to submit the price bid only in the form of physical submission in provided Bill of Quantity (BoQ) format."

5. **Clause 8.0 of the 'INVITATION FOR BIDS (IFB)' under PART 1: INVITATION FOR BIDS (IFB) AND BID DETAILS shall be substituted and read as follows:**

"The Directorate of Health Services Medical Education & Research (DME) reserves the Right to increase/decrease the quantity of the equipment/items as well as transfer location from one site to another site as per requirement of the project, but restricted to LoA amount."

6. The definition of "MAAT" shall be read as:

MAAT	Means Minimum Average Annual Turnover Value.
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7. **Clarification on Definition:**

The term "Mean" mentioned in the section Definitions in the RFP shall be read as "Means".

8. **Clause 4.1 of 'Clause 2.5: Pre-Qualification Criteria' of Part-II Instruction to Bidder (ITB) shall be substituted and shall be read as follows:**

"Either OEM (either directly or through authorized distributor for concerned past project) or bidder shall have completed/delivered at least one similar project in Medical College/Hospital Project etc. anywhere in India in last 10 years. OEM may authorize another distributor for this project other than past projects. OEM/bidder shall submit letter of delivery or import document or past order copy or other documentation to support past experience.

Past experience exemption is not allowed for Micro Small & Medium Enterprises (MSME), Start up or any other ventures."

- 9. Clause 4.2 of 'Clause 2.5: Pre-Qualification Criteria' of Part-II Instruction to Bidder (ITB) shall be read as a separate Pre-Qualification Criteria and shall be read as follows:**

"The bidder should submit complete audit report with relevant certificate and schedules for the last 3 financial years from the date of publishing of the tender certified by Registered Chartered accountant. If the audit of last financial year is not complete, the bidder has to submit provisional audit report (Balance Sheet and Profit & Loss Account Statement) signed by registered Chartered Accountant. Products/equipment's Manufactured in countries having border with India are not allowed."

- 10. Clause 11 of " Clause 2.8: Other Terms and Conditions" of Part-II Instruction to Bidder (ITB) shall be substituted and read as follows:**

"The tenderer will have to agree to enter into a Comprehensive Maintenance Contract" inclusive of all spares. 5% of the remaining payment shall be released as retention payment @1% per year for the next 5 years from the date of expiry of warranty period of 2 years. In case of non-compliance of CMC, the supplier will be liable to pay a penalty."

- 11. Clause 12 of " Clause 2.8: Other Terms and Conditions" of Part-II Instruction to Bidder (ITB) shall be substituted and read as follows:**

"Payment of 70% of the contract value of equipment will be made after supply of material as per scope of supply & 25% after successful installation & commissioning of the machinery. The 5% of the remaining payment shall be released as retention payment @1% per year for the next 5 years from the date of expiry of warranty period of 2 years.

The tenderer should install the equipment in the concerned department of the institution, give demonstration free of cost and train the staff of the department. In case of imported machine, the purchase orders will be issued in Indian currency and afterwards the exchange rates is increased, no financial implications will be accepted by the concerned institution or by the Health & Family Welfare department, Government of Meghalaya."

- 12. Part-III: Evaluation and Scope of Work shall be substituted and read as follow**

"PART III: BID EVALUATION, AWARD CRITERIA, COMPLETION OF PROJECT & SCOPE OF WORK"

- 13. Clause 3.1.1.4 (b) of Part-III Evaluation and Scope of Work shall be substituted and read as follow:**

"In case of tie in quoted price among two or more bidders:

- Then the ranking of the bidder shall be done based on their preference will be given to that bidder who has higher Minimum Average Annual Turnover (MAAT) value*
- In case of tie even in the Minimum Average Annual Turnover Value (MAAT) among two or more bidders, then timing of bid submission will be considered for evaluation of ranking and preference will be given to that bidder who has quoted his price earlier than others."*

- 14. Clause 3.3.3 (3) of Part-III Evaluation and Scope of Work shall be substituted and read as follow:**

"The successful tenderer will have to pay a security deposit of an amount equivalent to 5% of the cost of the equipment offered in the following form within 15 days from the date of issue of supply order from the concerned institute. Bank Guarantee valid for 2 months after the expiry of warranty period issued by any Nationalized/ Scheduled Bank. Security deposit will be refunded only after completion of warranty period."

- 15. Clause 3.5 of Part-III Evaluation and Scope of Work shall be substituted and read as follow:**

"DME will issue the Letter of Award (LOA) for the Project (s). The Bidder shall complete the supply, installation, testing & commissioning of project within 3 months from the date of issue of LOA. In case of failure to commission the full awarded project within the specified time, DME shall be entitled to:-

“DME will issue the Letter of Award (LOA) for the Project (s). The Bidder shall complete the supply, installation, testing & commissioning of project within 3 months from the date of issue of LOA. In case of failure to commission the full awarded project within the specified time, DME shall be entitled to:-

❖ Recover an amount at the rate of 1% (one percent) of the Contract Price per week or part thereof of delay, subject to maximum of 10% (ten percent) of the contract price as liquidated damage to DME. However, the payment of liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works or from any other obligations and liabilities of the Bidder under the Contract.

❖ Purchase the undelivered material/ equipment from elsewhere or to complete the balance work giving notice to the Bidder and to recover any extra expenditure incurred thereby for having to purchase these materials or complete the work at a higher price, at the risk and responsibility of the Bidder.

❖ Cancel the contract wholly or in part and to purchase materials/ equipment at the full risk and cost of the Bidder and forfeit the security deposit.

16. Clause 3.6 of Part-III Evaluation and Scope of Work shall be substituted and read as follow:

“DME will issue the LOA for the Project(s). The Bidder shall complete the supply, storage, installation, testing & commissioning of awarded project(s) within 3 months from the date of issue of LOA. In case of delay beyond scheduled commissioning period, the Bidder shall be liable for Liquidated Damages (LD) as per Clause 6.1.”

17. Clause 4.2 of Part IV: Evaluation Criteria and Scope of Work shall be substituted and read as follow:

“• The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials.

• The Bidder shall provide warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 2 years from the date of commissioning.

• The Bidder has to transfer all the Guarantees/ Warrantees of the different components to the Owner of the project. The responsibility of operation of Warrantee and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint responsibility of the Bidder and DME will not be responsible in any way for any claims whatsoever on account of the above.”

18. Clause 4.3 of Part IV: Evaluation Criteria and Scope of Work shall be substituted and read as follow:

• The supply, installation, commissioning, testing and performance of the equipment shall be in accordance with latest appropriate IEC/Indian Standards as detailed in the Section- III (Technical specifications) of the bid document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

• The specifications of the components should meet the technical specifications mentioned in Section III.

19. Clause 4.4 of Part IV: Evaluation Criteria and Scope of Work shall be substituted and read as follow:

“The Bidder shall submit the progress report fortnightly (15 days) to DME in standard Performa. DME will have the right to depute his/her representatives to ascertain the progress of work.”

20. Clause 4.5 of Part IV: Evaluation Criteria and Scope of Work shall be substituted and read as follow:

“SUBMISSION OF DETAILED COMPLETION REPORT

The Bidder shall submit the Detailed Completion Report (signed soft and hard copy) after commissioning of the project as per the Scope of RFS to DME as per the Format prescribed by DME. Non-submission of the report shall be considered as “Breach of Contract” and shall attract punitive actions as per the relevant provisions of the Contract including non-release of payment. However, the decision of DIRECTOR, DME shall be final in this regard.”

21. Clause 4.6 of Part IV: Evaluation Criteria and Scope of Work shall be substituted and read as follow:

“The Contract shall be interpreted in accordance with the laws of the Union of India. The office of the DME shall have exclusive jurisdiction in all matters arising under this contract.”

22. Clause 4.8 of Part IV: Evaluation Criteria and Scope of Work shall be substituted and read as follow:

"All relevant documents, work instructions, specifications, operation/ maintenance and safety manuals, reports, labels and any other data shall be in English Language. The contract agreement and all correspondence between DME and the bidder shall be in English language."

23. Clause 4.10 of Part IV: Evaluation Criteria and Scope of Work shall be substituted and read as follow:

"The equipment will be verified by representative of the Director of Health Services-Medical Education & Research (DME) during the installation & commissioning at site."

24. Clause 4.11 (a) of Part IV: Evaluation Criteria and Scope of Work shall be substituted and read as follow:

"The Bidder shall be eligible for payment of 70% against Supply on submission of documents indicated herein under:-

- Satisfactory Installation Report Signed by the H.O.D./Authorised person of respective Department and verified by The Dean, Shillong Medical College, College, Shillong"

25. Clause 4.11 (b) of Part IV: Evaluation Criteria and Scope of Work shall be substituted and read as follow:

"The Balance 25% against Supply, Erection and Commissioning costs of the Items/ Equipment".

26. A new Clause '4.11 (c)' is added under Part IV: Evaluation Criteria and Scope of Work and shall be read as follow:

"The 5% of the remaining payment shall be released as retention payment @1% per year for the next 5 years from the date of expiry of warranty period of 2 years".

27. Clause 4.13 of Part IV: Evaluation Criteria and Scope of Work shall be substituted and read as follow:

"It is the responsibility of the Bidder to deliver the goods to the site and they shall ensure the storage/ handling etc of the equipment till the commissioning/ handover of the equipment."

All the other terms and conditions of the original Bid Document shall remain unchanged. This corrigendum shall be treated as an integral part of the original bid document.


Director of Health Services
Medical Education & Research (DME)
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