

Directorate of Health Services

Medical Education & Research (DME)

E-mail: pasteurinstituteshil@gmail.com

Website: <https://smcshillong.ac.in/>

TENDER DOCUMENT

FOR

**SUPPLY AND INSTALLATION OF SET OF EQUIPMENT/ITEMS FOR PROPOSED
PHARMACOLOGY AS PER NMC NOTIFICATION (NO. U. 11022/3/2023-UGMEB) AT
SHILLONG MEDICAL COLLEGE, SHILLONG UNDER THE DIRECTORATE OF HEALTH
SERVICES MEDICAL EDUCATION & RESEARCH (DME)**

NIT No: DHSME&R/SMC/TENDER/180/2025/940 dated 11/07/2025

Regd Office: O/o Directorate of Health Services -Medical Education and Research (DME), Pasteur Hills, Lawmali,
Shillong –793001, Meghalaya

DISCLAIMER

1. Though adequate care has been taken while preparing the NIT, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven (7) days from the date of notification of NIT/ Issue of the bid documents, it shall be considered that the bid document is complete in all respects and has been received by the Bidder.
2. Directorate of Health Services Medical Education & Research (DME) reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
3. Directorate of Health Services Medical Education & Research (DME) reserves the right to modify, amend or supplement this document.
4. While this NIT has been prepared in good faith, neither Health Services Medical Education & Research (DME) nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this NIT, even if any loss or damage is caused by any act or omission on their part.

Place: Shillong

Date: 11th July 2025

PART - I

INVITATION FOR BIDS (IFB) & BID DETAILS

**INVITATION FOR BIDS (IFB)
FOR**

Supply and Installation of set of Equipment/Items for Pharmacology as per NMC at Shillong Medical College, Shillong under the Directorate of Health Services Medical Education & Research (DME)

Notice Inviting Tender (NIT) No: NIT No: DHSME&R/SMC/TENDER/180/2025/940

- 1.0 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 Physiology Department as per NMC at Shillong Medical College, Shillong under the Directorate of Health Services Medical Education & Research (DME) in Two bid system., testing, and commissioning of equipment for various departments, as specified in the tender document.
- 2.0 For the purpose of all procurement activities related to the said works, Directorate of Health Services Medical Education & Research (DME) shall be referred to as 'Employer'
- 3.0 The Shillong Medical College has been proposed by the Government of with the objective of enhancing access to quality medical education and healthcare services within the state. The institution is being developed in accordance with the guidelines prescribed by the National Medical Commission (NMC). As part of its phased operationalization, the procurement of essential medical and academic equipment is being undertaken. Accordingly, this tender is issued to invite eligible and reputed vendors for the supply, installation, testing, and commissioning of equipment for various departments, as specified in the tender document.
- 4.0 A Bidder can submit the tender consisting of all the proposed sites in the tendering process, individually as a Bidder, Joint Venture/Consortium are not permitted.
- 5.0 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 provided Bill of Quantity (BoQ) format. Bidder submitting the price bid in hard copy shall be treated as non-responsive and lead the rejection of the bid.
- 6.0 A forwarding letter along-with annexure and supporting documents as mentioned in the bid document is to be submitted sealed in a separate envelope superscripting document with name of bidder, NIT reference No. and Last Date of Submission.
- 7.0 Bidders are required to submit the Technical and Financial Bids along with the Tender Fee and Bid Security/Earnest Money Deposit (EMD) to the Office of the Directorate of Health Services, Medical Education & Research (DME) on or before the last date of bid submission.
- 8.0 **The Directorate of Health Services Medical Education & Research (DME) reserves the Right to increase/decrease the quantity of the plant as well as transfer location from one site to another site as per requirement of the project but restricted to LoA amount.**
- 9.0 The detailed scope of work includes:
 - The successful bidder shall supply brand new, unused, and latest model equipment as specified in the Schedule of Requirements/Technical Specifications, conforming to relevant national/international quality standards.
 - It shall be required to visit the respective sites and check the feasibility of space including installation capacity in consultation with respective site in-charge / owner.

Supply and Installation of set of Equipment/Items for proposed Pharmacology as per NMC at Shillong Medical College, Shillong under the Directorate of Health Services Medical Education & Research (DME)

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

Email ID: pasteurinstituteshil@gmail.com

Tel No. 0364-2591510/94851 06663

No.: DHSME&R/SMC/TENDER/180/2025/940

Dated 11th July, 2025, Shillong

**BID INFORMATION SHEET
(Short Notice Tender)**

The Bid Information Sheet is provided below:

Particulars	Description
Document Description	Supply and Installation of set of Equipment/Items for Pharmacology as per NMC at Shillong Medical College, Shillong under the Directorate of Health Services Medical Education & Research (DME)
NIT No. and Date	DHSME&R/SMC/TENDER/180/2025/940 dated 11/07/2025
Publishing Date	12-07-2025
Pre-Bid Meeting	21-07-2025 at 1500 Hrs https://meet.google.com/qxf-evkq-smj
Last date & Time for submission of bid document	28-07-2025 up to 1500 Hrs
Address for submission of Techno-Commercial Bid	Directorate of Health Services Medical Education & Research (DME), Pasteur Hills, Lawmali, District – East Khasi Hills, Shillong – 793001 (Meghalaya) Email: pasteurinstituteshil@gmail.com
Technical Bid Opening	30-07-2025 at 1500 Hrs
Bid Security/ Earnest Money Deposit (2%)	Rs. 8,830.00 (Rupees Eight Thousand Eight Hundred Thirty Only.)
Tender Processing Fee (Non-refundable applicable for the Bidder)	Rs. 10,000.00 (Rupees Ten Thousand Only)
Period of Completion Period	90 days from the date of issuance of LOA
Joint Venture / Consortium	Not Allowed

Important note:

- Prospective Bidders are requested to remain updated for any or all notices, amendments, corrigendum, clarifications etc. No separate notifications shall be issued for such notices, amendments, corrigendum, clarifications etc. in the print media or individually to the prospective Bidders and in no case the undersigned shall be held responsible for any loss of information to the Bidders.
- Intimation regarding notification on the above shall be updated and the details shall be only available in the Meghalaya www.meghealth.gov.in and www.nhmmeghalaya.nic.in.

**Directorate of Health services
Medical Education & Research (DME)**

Dated 11th July, 2025, Shillong

Memo No.: DHSME&R/SMC/TENDER/180/2025/940

Copy to:-

- The Commissioner & Secretary to the Government of Meghalaya, Health & Family Welfare Department for kind perusal and information.
- The Joint Secretary, DIPR, Government of Meghalaya for publication in local & national newspapers for circulation.
- Office copy.

**Directorate of Health services
Medical Education & Research (DME)**

PART - II

INSTRUCTIONS

TO

BIDDERS (ITB)

DEFINITION

In this RFS, unless the context otherwise requires, capitalized terms shall have the meaning given to them in the table below:

BID Document/NIT/RFS	Mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents/credentials/attachments annexure etc., in response to this RFS, in accordance with the terms and conditions hereof
Bidder/Bidding Company	Mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require
Bid Deadline	Mean the last date and time for submission of Biding response to this RFS as specified in Bid information Sheet
Chartered Accountant	Mean a person practicing in India or affirm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949
Commissioning	Means Successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in RFS
Company	Mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
Qualified Bidder	Mean the Bidder(s) who, after evaluation of their Techno Commercial Bid stand qualified for opening and evaluation of their Price Bid.
RFS	Mean Request for Selection (RFS)/Bid document/Tender
Successful Bidder(s)	Mean the Bidder(s) selected by Directorate of Health Services Medical Education & Research (DME) pursuant to this RFS, for Implementation of Supply and Installation of set of Equipment/Items for Pharmacology as per NMC at Shillong Medical College as per the terms of the RFS Documents, and to whom Letter of Award has been issued

SECTION II:

A. INTRODUCTION, BID DETAILS AND INSTRUCTIONS TO THE BIDDERS

2.1 INTRODUCTION

The Shillong Medical College has been proposed by the Government of Meghalaya with the objective of enhancing access to quality medical education and healthcare services within the state. The institution is being developed in accordance with the guidelines prescribed by the National Medical Commission (NMC). As part of its phased operationalization, the procurement of essential medical and academic equipment is being undertaken. Accordingly, this tender is issued to invite eligible and reputed vendors for the supply, installation, testing, and commissioning of equipment for various departments, as specified in the tender document.

- 2.1.1** The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable.
- 2.1.2** The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labor involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents
- 2.1.3** The hard copies of the technical bid document shall be submitted on the due date as mentioned in the Bid Information Sheet. Bid submitted after the due date of submission shall summarily be rejected
- 2.1.4** Price bid should be submitted in the Commercial Bid (Part-II) in Envelope No. 02.

2.2 BID DETAILS

- 2.2.1** Based on the Price quoted by the bidder; the tendering authority shall arrange the bids in the ascending order i.e. L1, L2, L3, (L1 being the lowest quoted bidder).

2.3 INSTRUCTIONS TO THE BIDDERS

- a) The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid documents must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable.
- b) The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out of

the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labor involved, wage structures and as to what all works he must complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

- c) The bidder must quote and supply all the Equipment/Items mentioned in the tender document.
- d) The original Bank Guarantee/ Demand Draft shall be submitted on/before the due date as mentioned in the Bid Information sheet. Bid submitted after the due date of submission shall summarily be rejected.
- e) Price bid should be submitted in the Commercial Bid (Part-II) in Envelope No. 02.
- f) **Product Catalogue:** Catalogues/brochures showing details of Technical Specifications of Equipment each item shall be enclosed in technical bid. All specification should be substantiated by technical data sheets. Bidder shall submit Hard copy of technical data before final date of submission if asked.

The Technical Bid shall contain the following documents, duly self-attested by the authorized signatory of the bidder. Failure to submit any of the required documents in the prescribed manner shall render the bid non-responsive. All documents shall be submitted in hard copy, properly indexed, and securely bound in the Technical Bid envelope (Envelope No. 01).

- 2.3.1** Bidder will be declared as a techno-commercially Qualified Bidder based on documentary evidence submitted by the Bidder in the Bid.
- 2.3.2** Consortium: Bidding Consortium /Joint Venture shall not be allowed in this bid.
- 2.3.3** Proforma: To be submitted along-with Technical Bid as mentioned in (Annex-I).
- 2.3.4** In every case of offer whether indigenous or imported the name of manufacturer, address together with brand /make /model should be indicated in the tender. Any conditional offer of the tenderer will be rejected.

2.4 PRODUCT CATALOGUE:

Catalogues/brochures showing details of Technical Specifications of Equipment each item shall be enclosed in technical bid. All specification should be substantiated by Technical data sheets. Bidder shall submit Hard copy of technical data before final date of submission if asked.

2.5 PREQUALIFICATION CRITERIA:

All documents must be submitted in physical form, duly self-attested, paginated, and properly bound. Non-submission or submission of incomplete/unauthenticated documents shall render the bid non-responsive and liable for outright rejection.

Sl. No.	Requirement	Details / Compliance Criteria
1	Legal Status of the Bidder	Bidder must be a registered Firm / Partnership / Society / LLP / Company, operational for a minimum of 3 years in the same field as on the last date of bid submission. <i>Joint Venture entities are not eligible.</i>
2	GST/VAT Compliance	The bidder shall submit a copy of the valid GST Registration Certificate, along with GST clearance certificate or GST return filings for the last three (3) months preceding the date of publication of the tender.
3	Financial Turnover	The average annual turnover for the last 3 financial years (FY 22-23,23-24 & 24-25) shall be not less than 30% of the estimated tender value. <i>No exemptions shall be granted to MSMEs, Startups, or any other entities.</i>
4.1	Past Performance / Experience (Option A)	OEM or Bidder (directly or through an authorized distributor) must have completed at least one similar project in a Medical College or Hospital in India in the last 10 years. Supporting documents: delivery letters, import documentation, order copies, etc. <i>Exemptions not applicable.</i>
4.2	Audit Reports (Option B)	The bidder shall submit complete audited financial statements, along with all relevant schedules and the audit report, for the last three (3) financial years (FY 22-23,23-24 & 24-25), duly certified by a Registered Chartered Accountant. In case the audit for the most recent financial year is pending, the bidder shall furnish provisional financial statements comprising the Balance Sheet and Profit & Loss Account, duly signed and certified by the Chartered Accountant. <i>Bids quoting equipment manufactured in countries sharing land borders with India will be summarily rejected.</i>
5	Manufacturer's Authorization	If quoting on behalf of the OEM, submit a bid-specific authorization letter (Annexure-II), clearly authorizing the bidder for supply and after-sales service. This must include OEM's full address, valid email, contact number, and country of manufacture. <i>General/exclusive authorizations will not be accepted.</i>
6	Product Certifications	The bidder shall submit valid ISO or equivalent quality certification(s) as specified in the technical specifications of the equipment.
7	Client/User List	The bidder shall submit the user list in the format prescribed in Annexure-IV, along with copies of relevant purchase/work orders and completion certificates to substantiate the claimed experience .

8	Make & Model Declaration	The bidder shall declare the Make and Model of each item proposed in the bid. The model offered shall be the latest available, and the OEM shall be the same as the one cited for fulfilling the past experience criteria.
9	After-Sales Service	a) If onsite service is not proposed, the bidder shall furnish complete details of functional service centres located in East Khasi Hills, Meghalaya before the date of start of bid submission, as per the format provided in Annexure-V. b) The bidder shall also submit the Terms & Conditions Acceptance Certificate, duly signed, as per Annexure-VI.
10.	Fall Clause Compliance	a) Bidder shall not supply at prices higher than those offered to any other customer for similar goods under comparable terms during the contract period. In case a lower price is offered elsewhere, the same must be immediately reported to the Health & Family Welfare Department for revision of contract rates. b) Commercial Bid must not be included in Envelope No. 01; doing so will result in outright rejection. c) Prices must be quoted for the entire package, inclusive of equipment, installation, commissioning, and maintenance of any ancillary equipment. OEMs may authorize multiple bidders, subject to fulfilment of eligibility.
11	Authentication of Documents	The bidder shall be solely responsible for the authenticity of all documents submitted. Submission of forged/fabricated/bogus documents shall result in rejection of the bid, forfeiture of EMD, termination of contract (if awarded), and may attract criminal prosecution, blacklisting, or other penal actions against the bidder and/or its partners.
12	Quantity and Repeat Orders	The quantity indicated in the tender is approximate and indicative. The Health & Family Welfare Department, Government of Meghalaya, reserves the right to procure additional quantities within 12 months of the original Purchase Order, as repeat orders. All photocopies of certificates and documents submitted must be duly self-attested and dated on or before the bid submission date.

If any of the above documents / information as enlisted from no. 1 to no. 12 is not attached with the tender, the tender is liable to be treated as invalid.

2.6 FINANCIAL ELIGIBILITY CRITERIA

The **Commercial Bid (Part-II)** submitted in **Envelope No. 02** should contain the price. The cost should be quoted in Indian currency only, any fluctuation in the international currency will not be a concern of Health & Family Welfare department, Government of Meghalaya and the price quoted in the tender will be considered as final. Cost shall be inclusive all taxes & levies (Including GST).

All financial offers must be prepared and submitted in Envelope 2. Date of opening of commercial bid will be informed accordingly. Commercial quote in any other format shall be rejected. Condition all offers shall not be considered and shall be treated as non-responsive.

2.7 OTHER TERMS & CONDITIONS CONCERNING THE TENDER

1. *No price should be quoted in **part I (Technical Bid)**. If any price is quoted in technical bid, the entire tender shall be considered as INVALID.*
2. ***Commercial Bid** will be opened only those tenderers who have submitted all the documents as per tender terms and conditions in the **envelope no.01** and are technically qualified. If two tenderers have quoted same cost of equipment, then the demonstration of both the tenderer will be taken.*
 - a. *Unsatisfactory performance at demonstration will disqualify the tenderer.*
 - b. *The demonstration should be done if required and asked for at the institute specified. In case of heavy / bulky equipment the demonstration may be arranged at a place where the equipment is already functioning and as per convenience of the concern technical committee at the cost of the bidder. Demonstration of the equipment in the factory premises is not allowed.*
3. *The tender validity should be for a minimum period of 120 days from the date of opening the Commercial Bid. The validity of the tender can be extended up to 180 days at the discretion of Directorate of Health Services Medical Education & Research (DME). There will be no change or any type of rectification in quoted cost due to international fluctuation of currency after submission of tender. No communication in this regard will be entertained.*

2.8 Other Terms and Conditions

1. **Demonstration:-** Directorate of Health Services Medical Education & Research (DME) may ask for demonstration if required before the opening of financial bid for technical evaluation or from lowest bidder after opening the financial bid and the bidder should arrange for the demonstration in India of the equipment quoted for in the tender within 15 days from the date of intimation of the request for demonstration preferably in Shillong. However, if complete system of quoted model/complete system is not available in Shillong demonstration may be arranged out side Shillong in any mutually agreed upon hospital at bidders cost.
2. **Training: -** The successful tenderer shall have to give sufficient training at his cost to the staff of the Hospital and Engineers of concern institute to operate the Medical Equipment. Also it shall be provided as and when required if asked by user department.
3. **Security Deposit:** The successful tenderer will have to pay a security deposit of an amount equivalent to 3% 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.
4. **Delivery Schedule:** The delivery of goods should be at door and should be made within 12 weeks for indigenous items and 24 weeks for imported items, from handover of site. If the date of delivery cannot be strictly adhered to, then extension required by the tenderer should be stated in the bid. No excuses for delay by any statutory authorities like custom etc. will be taken into consideration for extension of the period of delivery. The primary responsibility for supply of goods in time will be rest with the supplier.

5. **Penalty on late delivery:-** In the event of the late delivery of goods, the purchaser will recover from contractor by way penalty, a sum equal to half Percent (1/2 %) price of the goods delivered late per week calculated from the next day after the agreed delivery period is over.
6. **Penalty of inferior supply: -** If the equipment supplied is found of inferior quality or not as per specifications, the contractor shall replace the equipment within one month from the date of intimation at the cost & risk of the contract or and also liable to pay the fine imposed by the consignee, failing which Earnest Money Deposit & Security Deposit of the contractor shall be forfeited and the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Security Deposit, if any fine is imposed by the consignee same shall be recovered from other dues to the contractor from–his bills payable.
7. **Replacement of Rejected materials:** - Tenderer / Contractor shall have to replace rejected material with approved one. The supplier shall remove the rejected material within 60 days failing which the same will be disposed off by consignee at the risk and cost of contract or without any further correspondence in this regards.
8. **Risk & Cost Purchase:** - In case the Contractor/s, shall at any time during the continuance of these presents fails to supply satisfactorily the equipment within the prescribed time as herein provided and or in case shall fail to replace any part/that may have been rejected with other of approved quality, the consignee shall bear liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the consignee shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the supplier and expenses thereby incurred, shall be payable by the supplier and /or may be deducted from any moneys due or become due to the contractor/s and the consignee may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.
9. **Black listing:-** The firm shall be black-listed, if it is found that:-
 - a. Forged documents are submitted OR
 - b. If it becomes responsive on the basis of submission of bogus certificate /information OR
 - c. In case of non-supply of equipment / accessories or supply of substandard quality or supply of equipment / accessories found to have been previously use for having reconditioned parts.
10. **Warranty Period :-**(including supply of spares).

The warranty period shall be for at least 2 years from the date of commissioning of all Equipment supplied as certified by the consignee.
11. **Annual Maintenance Contract (For rendering services)/ Comprehensive Annual Maintenance Contract:-**

The tenderer will have to agree to enter in to an Annual Maintenance Contract exclusive of all spares & consumables (AMC) 3% per year of the Order value of the machinery / equipment (excluding taxes).

Where required, tenderer will have to agree for Comprehensive Maintenance Contract (CMC) inclusive of all spares @ 8% of the Order value (excluding taxes) of the equipment per year. The period of such AMC/CMC will be of 8 years after completion of warranty

period. In case of non-compliance of AMC/CMC the supplier will be liable to pay a penalty. Such penalty shall be recovered from the amount of bank guarantee submitted. Payment for AMC /CMC on yearly basis will be made by the users of Health & Family Welfare Department, Government of Meghalaya. at the end of year after satisfactory performance report from the end user.

12. Payment:-

Payment of 80% of the contract value of equipment will be made after supply of material as per scope of supply & 20% after successful installation & commissioning of the machinery. 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 are increased, no financial implications will be accepted by the concerned institution or by the Health & Family Welfare department, Government of Meghalaya.

13. Complaint/s:-

If any bidder has a complaint against any process, decision etc. then the complainant has to give a written complaint within 48 hours of such a decision or any other grievance to the Health & Family Welfare Department, Government of Meghalaya to review such a decision or grievance and mention clearly his grievance , after opening of technical bid only those bidders who have participated in tender process can lodge a complaint and after opening of commercial bid only those bidders who have been declared as technically qualified can lodge their grievance.

14. Jurisdiction of the Courts:-

In case of any claim, dispute or differences arising in respect of tender, the cause of action shall be deemed to have arisen in Meghalaya and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a Competent Court in the state of Meghalaya.

15. Affidavit on Non-Judicial Stamp Paper of Rs. 100/- stating that the rates quoted in the tender are not higher than quoted at some other Institute in India during current financial year or not Higher than MRP” to be submitted to this office. *(To be submitted to the office of DME)*

16. Affidavit on non-judicial stamp paper of Rs.100/-regarding the firm has not been found guilty of malpractices, misconduct or blacklisted/debarred for the quoted product by any government institute or by any local authority and other State Government/Central Government’s organizations as on the date of submission tender document" (To be submitted to the office of DME)

17. Force Majeure:

A. For purposes of this Clause, 'Force Majeure' means an event beyond the Control of the Supplier and not involving the Supplier's fault negligence and not Fore seeable. Such events may include, but are not limited to, act soft he Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

B. If a Force Majeure situation arises at any time during the subsistence of contract, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far

as is reasonably practical, and shall seek all reasonable alternate means for performance not prevented by the Force Majeure event.

- C. Force Majeure will be accepted on adequate proof thereof. If contingency continues beyond 30 days, both parties will mutually discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on prorata basis.

The tenderer have to submit undertaking that THE DECISION OF Directorate of Health Services (DME) WILL BE FINAL AND BINDING. Directorate of Health Services (DME) RESERVES THE RIGHTS TO REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASON.

I have read all the terms and conditions of the tender carefully and I agree to a bid by them.

Signature of Tenderer with Seal

2.9 BID SUBMISSION BY THE BIDDER

- 2.9.1** The information and/or documents shall be submitted by the Bidder as per the formats specified in the bid document.
- 2.9.2** Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures /pamphlets. Non- adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- 2.9.3** The Bidder shall furnish documentary evidence in support of meeting Technical and Financial Eligibility Criteria to fulfill the compliance of the bidding document

2.10 CLARIFICATIONS

- 2.10.1** Directorate of Health Services Medical Education & Research (DME) will not enter into any correspondence with the Bidders, except to furnish clarifications on RFS Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFS online, also soft copy by e-mail to reach Directorate of Health Services Medical Education & Research (DME) at the address, within 7 days from date of NIT as mentioned in Bid Information sheet.
- 2.10.2** Directorate of Health Services Medical Education & Research (DME) is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought by the bidder after 7 days from the date of NIT.
- 2.10.3** A prospective Bidder requiring any clarification of the Bid Documents may contact Directorate of Health Services Medical Education & Research (DME) in writing or by E- mailing address pasteurinstaituteshil@gmail.com not later than 7 days from the date of NIT.

2.11 AMENDMENTS TO BID DOCUMENT

- 2.11.1** At any time prior to the deadline for submission of Bids, Directorate of Health Services Medical Education & Research (DME) may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid document by issuing clarification(s) and/or amendment(s).
- 2.11.2** The clarification(s) / amendment(s) (if any) shall be notified on <https://meghealth.gov.in> & www.nhmmeghalaya.nic.in
- 2.11.3** Directorate of Health Services Medical Education & Research (DME) will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the office notice board for any such amendment before submitting their Bid.
- 2.11.4** In case any amendment is notified after submission of the Bid (prior to the opening of Commercial Bid due date /time shall be extended and it will be for the Bidders to submit fresh Bids/supplementary bids as the date notified by the Directorate of Health Services Medical Education & Research (DME) for the purpose.

2.12 VALIDITY OF TENDER

2.12.1 The Tender shall be valid for a period of 120 days from the latest Date of Submission of Tenders, with bidder having no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting letter of award, Directorate of Health Services Medical Education & Research (DME) shall forfeit the Bid Security/EMD furnished by him. Confirmation regarding the Bid offer validity shall be clearly mentioned in the covering letter.

2.12.2 In exceptional circumstances when letter of award (LOA) is not issued, Directorate of Health Services Medical Education & Research (DME) may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security /EMD. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.

2.13 PREPARATION OF TENDER

The bidder shall bear all the costs associated with the preparation and submission of his offer, and Directorate of Health Services Medical Education & Research (DME) will in no case be responsible or liable for those costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid even though Directorate of Health Services Medical Education & Research (DME) may elect to modify / withdraw the invitation of Bid.

2.14 BID SECURITY/ EARNEST MONEY DEPOSIT

The Bidder-wise Bid Security (EMD) shall be as follows:

1	EMD	Rs. 8,830.00 (Rupees Eight Thousand Eight Hundred Thirty Only.)
2	Non-refundable Tender Fees	Rs. 10,000.00 (Rupees Ten Thousand Only)

The Tender Fees and the Earnest Money Deposit (EMD) as stipulated in above should be submitted with the Envelope No. 01 (Technical Bid) in the form of Term Deposit/Demand Draft only pledged in favour of **“Shillong Medical College Management Society”, payable at Shillong**. Any tender without Tender Fees/ EMD will be rejected outright.

The EMD shall remain valid for a period of six (6) months (“Expiry Period”) from the original date for submission of “Commercial Bid” as per NIT with an additional Claim Period of thirty (30) days from the end date of Expiry period (“Claim Period”).

- ❖ The Bid Security of bidders who fail in technical evaluation shall be returned after opening of financial package.
- ❖ The Bid Security of the unsuccessful bidders in financial opening shall be released after signing of contract agreement with the successful bidder.
- ❖ The Bid security of successful bidder shall be returned after award of work and submission of Performance Bank Guarantee (PBG) and after the receipt of confirmation of their PBG’s from their respective banker.

The **Bid security** shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to Directorate of Health Services Medical Education & Research (DME):

- ❖ If a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity specified in the RFS document.
- ❖ If the Successful Bidder fails to unconditionally accept the Allocation letter within 07 days from the date of its issue.
- ❖ If the Successful Bidder fails to furnish the “Performance Bank Guarantee (PBG)”.

2.15 RIGHT TO WITHDRAW THE BID DOCUMENT AND TO REJECT ANY BID

2.15.1 This RFS may be withdrawn or cancelled by Directorate of Health Services Medical Education & Research (DME) at any time without assigning any reasons thereof. Directorate of Health Services Medical Education & Research (DME) further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

2.15.2 Directorate of Health Services Medical Education & Research (DME) reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFS and make its own judgment regarding the interpretation of the same. In this regard Directorate of Health Services Medical Education & Research (DME) shall have no liability towards any Bidder and no Bidder shall have any recourse to Directorate of Health Services Medical Education & Research (DME) with respect to the selection process. Directorate of Health Services Medical Education & Research (DME) shall evaluate the Bids using the evaluation process specified in this RFS, at its sole discretion. Directorate of Health Services Medical Education & Research (DME) decision in this regard shall be final and binding on the Bidders.

2.15.3 Directorate of Health Services Medical Education & Research (DME) reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance or rejection of bid by Directorate of Health Services Medical Education & Research (DME) will be full and final

2.16 EXAMINATION OF BID DOCUMENT

2.16.1 The Bidder is required to carefully examine the Technical Specification, terms and Conditions and other details relating to supplies as given in the Bid Document.

2.16.2 The Bidder shall be deemed to have examined the bid document including the agreement, to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labor involved etc. and as to all supplies he must complete in accordance with the Bid document.

2.16.3 Bidder is advised to submit the bid on the basis of conditions stipulated in the Bid Document. Bidder's standard terms and conditions if any will not be considered.

2.16.4 Bid not submitted as per the instructions to bidders is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this bid document

2.17 BID RESPONSIVENESS CRITERIA

A bid shall be deemed *responsive* only if it satisfies **all** of the following conditions. **Non-compliance** with any of the conditions enumerated below shall render the bid *non-responsive* and liable for **summary rejection** without any further notice, reference, or recourse to the bidder:

2.17.1 Bid Submission Requirements

- The bid is submitted on or before the deadline as specified in the Bid Information Sheet.
- The Technical Bid (Envelope No. 1) is submitted in hard copy, properly sealed, paginated, indexed, and duly signed by the authorized signatory.
- The Financial Bid is submitted in the prescribed BoQ format only.

2.17.2 Bid Security and Tender Fee

- Submission of valid Earnest Money Deposit (EMD) and Tender Processing Fee in the form and manner prescribed (TDR/DD).
- The EMD shall remain valid as per the provisions of Clause 3.6 of this Tender Document.

2.17.3 Completeness of Documentation

- Submission of all documents listed under the Prequalification Criteria of Clause 3.5, duly signed, stamped, and self-attested by the authorized signatory.

2.17.4 Technical Compliance

- The bid conforms in full to the Technical Specifications set forth in Section V.
- All product features are substantiated by supporting literature and Technical Data Sheets.

2.17.5 No Material Deviations

- The bid is unconditional, and does not contain any material deviation, reservation, counter-offer, or incomplete pricing.
- No financial information or pricing is disclosed in the Technical Bid (Envelope No. 1).

2.17.6 Affirmative Legal Declarations

- The bidder has not been debarred, blacklisted, or convicted by any Central or State Government agency or regulatory authority in India.
- The rates quoted are not higher than those quoted for similar supplies to any other institution in India during the current financial year.

2.17.7 Other Mandatory Conditions

- The bid is duly signed by an authorized signatory, with a valid Power of Attorney or Board Resolution, as applicable.
- The bidder certifies that it has not engaged in, nor will engage in, fraudulent, coercive, collusive, or corrupt practices, directly or indirectly, in connection with this tender.

PART - III

EVALUATION CRITERIA AND SCOPE OF WORK

SECTION III: EVALUATION, AWARD CRITERIA, COMPLETION OF PROJECT & SCOPE OF WORK

3.1 BID EVALUATION

3.1.1 The evaluation process comprises the following steps:

Step I	Responsiveness check of Techno Commercial Bid
Step II	Evaluation of Bidder's fulfillment of Eligibility Criteria
Step III	Evaluation of Price Bid
Step IV	Successful Bidders(s) selection

3.1.1.1 Step-I: RESPONSIVENESS CHECK OF TECHNO-COMMERCIAL BIDS

The Techno Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFS subject to Clause 2.17. Any of the following may cause the bid to be considered "Non-responsive", at the sole discretion of DME:

1. Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable undertakings, format for disclosure, Bid Security, tender processing fee etc;
2. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFS;
3. Material inconsistencies in the information /documents submitted by the Bidder, affecting the Eligibility Criteria
4. Information not submitted in the formats specified in this RFS
5. Bid being conditional in nature
6. Bid not received by the Bid submission Deadline;
7. Bidder delaying in submission of additional information or clarifications sought by DME as applicable;
8. Bidder makes any misrepresentation

Each Bid shall be checked for compliance with the submission requirements set forth in this RFS before the evaluation of Bidder's fulfillment of Eligibility Criteria is taken up. In case of any non-conformity, the tender shall be disqualified and rejected

3.1.1.2 STEP-II: EVALUATION OF BIDDERS' FULLFILMENT OF ELIGIBILITY CRITERIA

EVALUATION OF ELIGIBILITY:

- a) Evaluation of Bidder's Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed Formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in Clause 3.3. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria may cause the Bid to be nonresponsive.
- b) Tenders not considered substantially responsive and not full filling the requirements of the tender document as evaluated as per item clause 4.1 shall be rejected by DME and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation
- c) If any tender is rejected, pursuant to paragraph (b) above, the Financial Part of such bidder shall not be opened

- d) The decision of DME as to which of the tenders are not substantially responsive shall be final

EVALUATION OF TECHNICAL COMPLIANCE:

- a) Bidders have to submit Technical Compliance sheet as per Annexure mentioned in the RFS for all the items/Equipment for technical evaluation.
- b) DME may ask for Demonstration of all/few items if required.

3.1.1.3 STEP-III: EVALUATION OF PRICE BID

- a) All techno - commercially responsive bidders will be eligible for opening of their financial proposals. DME shall notify all technically qualified Bidders to attend the opening of the financial proposal. The financial proposal will then be opened in front of attending Bidders.
- b) The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- c) Evaluation of financial offer will be based on rates quoted in prescribed format of Price Bid. Any alteration in Price Bid will not be given any cognizance. The rates are inclusive of all applicable taxes, duties, installation & Commissioning, AMC/CMC for 8 years, transportation & insurance etc.

3.1.1.4 STEP-IV: SUCCESSFUL BIDDER(S) SELECTION

- a) Based on the price quoted by the bidders, DME shall arrange the bids Package – wise in the ascending order of ranking i.e. L1, L2, L3 (L1 being the lowest quoted bidder).
- b) 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 MAAT value
 - In case of tie even in the MAAT value among two or more bidders, then timing of electronic bid submission will be considered for evaluation of ranking and preference will be given to that bidder who has quoted his price (electronic form) earlier than others

3.2 NOTIFICATION TO SUCCESSFUL BIDDERS

Prior to the expiry of the period of tender validity prescribed by DME, DME will notify the successful Bidder by registered letter, that his tender has been accepted (hereinafter and in the Conditions of Contract called 'the Letter of Award'). The "Letter of Award" will be issued under signature of DIRECTOR, DME. The "Letter of Award" will be sent in duplicate to the successful Bidder, who will return one copy to DME duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by DME in the unsuccessful Bidders.

3.3 SIGNING OF CONTRACT AGREEMENT:

The Successful bidder shall require to sign a Contract Agreement with Directorate of Health Services-Medical Education & Research (DME).

3.4 SUBMISSION OF PERFORMANCE BANK GUARANTEE (PBG)

Successful Bidder will have to submit Performance Bank Guarantee (PBG) for the amount 5% of the contract value valid up to 3 months after the expiry of warranty period i.e. initially up to 27 months from the date of “ Letter of Award”.

3.5 LIQUIDATED DAMAGES (LD) FOR DELAY IN PROJECT IMPLEMENTATION

DME will issue the Letter of Award (LOA) for the Project (s). The Contractor shall complete the design, engineering, supply, storage, civil work, erection, 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 Contractor from any of its obligations to complete the works or from any other obligations and liabilities of the Contractor under the Contract
- ❖ Purchase the undelivered material/ equipment from elsewhere or to complete the balance work giving notice to the contractor 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 Contractor
- ❖ Cancel the contract wholly or in part and to purchase materials/ equipment at the full risk and cost of the Contractor and forfeit the security deposit

The Contractor may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:

- ❖ Force Majeure
- ❖ The Contractor's work held up for not being given possession of or access to the Site for a considerable period.
- ❖ Concern authority to suspend the Works and the Contractor not being in default as to reasons of suspension.

3.6 TIME OF COMPLETION

DME will issue the LOA for the Project(s). The Contractor shall complete the design, engineering, supply, storage, civil work, erection, 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 contractor shall be liable for Liquidated Damages (LD) as per Clause 3.5.

3.7 INSPECTION AND AUDIT BY DME

The Contractor shall permit DME or their authorized agency to inspect the contractor's site, accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by DME, if so required by DME any time.

3.8 SCOPE OF WORK

The scope of work includes the Procurement, Supply, Installation, Testing, and Commissioning of medical equipment at Shillong Medical College. It also includes comprehensive training of designated personnel and maintenance of all supplied equipment during the warranty period.

The selected vendor shall be responsible for the following:

- A. Supply, safe transportation, and delivery of medical equipment as per the specifications to Shillong Medical College.
- B. All equipment's shall conform to the Technical Specifications outlined in 'Section V: Technical Specifications'.
- C. Installation, assembly, testing, and successful commissioning of all equipment, ensuring full functional readiness.
- D. Provision of all necessary accessories, consumables, and tools required for installation and initial operation.
- E. Conducting detailed hands-on training for personnel who will operate the equipment, ensuring they are competent in usage, safety, and basic troubleshooting.
- F. Additional training to be provided to technical/maintenance staff for routine care, preventive maintenance, and upkeep of the equipment.
- G. Submission of user manuals, maintenance guides, and operational documentation for each equipment item.
- H. Comprehensive warranty coverage for the entire period specified, including servicing, repair, and replacement of faulty components at no extra cost.
- I. Ensuring availability of after-sales support and technical assistance through a dedicated service center or local support team.
- J. The contractor shall also be responsible for maintaining the equipment in good working condition throughout the warranty period and ensuring uninterrupted service at the medical facility.

PART - IV

EVALUATION CRITERIA AND SCOPE OF WORK

SECTION IV: EVALUATION CRITERIA & SCOPE OF WORK

4.1 INSURANCE

- The Contractor shall be responsible and take an Insurance Policy for transit-cum storage-cum- erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The Contractor shall also take appropriate insurance during O&M period.
- The Contractor shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the Contract including O&M period covering structural damages & fire hazard if applicable. Before commencement of the work, the Contractor will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of Contractor if applicable.

4.2 WARRANTIES AND GUARANTEES

- The Contractor 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 Contractor shall provide warranty 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 Contractor has to transfer all the Guarantees/ Warranties of the different components to the Owner of the project. The responsibility of operation of Warranty and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint responsibility of the Contractor and the owner of the project and DME will not be responsible in any way for any claims whatsoever on account of the above

4.3 WARRANTIES AND GUARANTEES

- The design, engineering, supply, installation, 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
- Any supplies which have not been specifically mentioned in this Contract, but which are necessary for the design, engineering, supply & performance or completeness of the project shall be provided by the Contractor without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant

4.4 PROGRESS REPORT

- The Contractor shall submit the progress report fortnightly (15 days) to DME in Prescribed Performa. DME will have the right to depute his/their representatives to ascertain the progress of contract at the premises of works of the Contractor

4.5 SUBMISSION OF PROJECT COMPLETION REPORT (PCR)

The Contractor shall submit the Project Completion Report (both in editable soft copy and signed 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.

4.6 APPLICABLE LAW

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

4.7 SETTLEMENT OF DISPUTE

- 4.7.1 If any dispute of any kind whatsoever arises between DME and Contractor in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.
- 4.7.2 If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause 10.9.1, shall be finally settled by arbitration.
- 4.7.3 Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below:
- i. DME and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within Thirty (30) days after the later of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator.
 - ii. If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

- iii. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Shillong.
- iv. The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- v. The arbitrator(s) shall give reasoned award
- vi. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree
- vii. Cost of arbitration shall be equally shared between the Successful bidder or Contractor and DME.

4.8 LANGUAGE

All documents, drawings, instructions, design data, calculations, 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.

4.9 OTHER CONDITIONS

- The Contractor shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of DME in writing
- The Contractor or its subcontractors shall not display the photographs of the work and not take advantage through publicity of the work without written permission of DME
- The Contractor or its subcontractors shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract
- DME will not be bound by any Power of Attorney granted/ issued by the Contractor or its subcontractors or by any change in the composition of the firm made during or subsequent to the execution of the contract. However, recognition to such Power of Attorney and change (if any) may be given by DME after obtaining proper legal advice, the cost of which will be chargeable to the Contractor concerned.
- Applicant requiring any Techno-Commercial clarification of the bid documents may contact in writing or by Fax or by mail. Verbal clarifications and information given by DME or its employees or its Representatives shall not be in any way entertained.

4.10 CONSIGNEE

The material shall be dispatched to the bidder's own store established in Meghalaya/ Local associate at Meghalaya. The material will be verified by Director DME at the bidder's store & will be handed over to the bidder again for installation & commissioning at site.

4.11 PAYMENT TERMS

The total contract value shall be calculated as follows:

The total Contract Value = [Supply Cost + Cost of Installation & Commissioning]

The invoice of the contractor shall be verified by the Director of Health Services-Medical Education & Research, DME and payment shall be made by Director, DME. Bills should be submitted route through respective nodal officer concerned

The payment terms shall be as follows:-

- a) The contractor shall be eligible for payment of 80% against Supply on submission of documents indicated herein under:-
- Contractor's detailed invoice and proof of supply
 - Copy of unconditional acceptance of the Letter of Award (LOA) and signing of contract agreement

NB: 1. Only 1 (one) nos. of bill shall be allowed after completion of 100% awarded work

- b) The Balance 20% against Supply, Erection and Commissioning costs of the Items/ Equipment
- Satisfactory Installation Report Signed by the H.O.D./Authorised person of respective Department and verified by The Dean, Government Medical College, Shillong

Note: All payment shall be made subject to the receipt of fund from Govt. of Meghalaya

NB: 1. Only 1 (one) nos. of bill shall be allowed after completion of 100% awarded work

4.12 TAXES AND DUTIES:

The price shall be **inclusive** of all applicable taxes and duties. The bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government norms will be payable by the contractor. **If any new tax/duty is levied during the contract period the same will be borne by the Contractor exclusively.** TDS will be deducted from the payment of the contractor as per the prevalent laws and rules of Government of India and Government of Meghalaya in this regard.

4.13 TRANSPORTATION :

The Bidder is required under the contract to deliver the goods to the site. (The storage/handling etc shall be sole responsibility of the contractor till the commissioning/ handover of the system).

4.14 TERMINATION FOR INSOLVENCY:

DME may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the DME.

4.15 TERMINATION FOR CONNIVANCE:

DME, may by written notice sent to the Contractor, terminate the contract, in whole or in part at any time for its connivance. The notice of termination shall specify that termination is for the bidder's connivance in the interest of DME.

PART - V

TECHNICAL

SPECIFICATIONS

5.1 Specifications:

No.	Item Name	Quantity	Description
1.	Refrigerators	2	<ol style="list-style-type: none"> 1. Reagent refrigerator with minimum 300 ltrs capacity 2. Plastic Inner Chamber Outer Body Pre-Painted G.I. 3. Frost Free/Static Cooling: Energy Efficient & Uniform Cooling by Forced Air Circulation. 4. Adjustable Plastic Coated Wire Mesh Shelves & Clear Product Visibility with Glass
5.	Stop Watches Jacquets	5	<ol style="list-style-type: none"> 1. Digital Stop watch 2. For Laboratory use
6.	B.P. Apparatus	5	<ol style="list-style-type: none"> 1. Material Quality: Manufactured using First Grade Virgin Material for enhanced durability and reliability. 2. Mercury Purity: Contains 99.99% pure mercury, ensured through an assured triple distillation process for maximum accuracy and safety. 3. Measurement Scale: 0 to 300 mmHg scale with: <ol style="list-style-type: none"> a. Elegant finish b. Fine numbering c. Durable background contrast paint for enhanced visibility and readability 4. Glass Tube: Fused type glass tube with permanent graduation markings for longevity and precision. 5. Control Valve: Equipped with a special control valve designed for accurate and smooth pressure drop during measurement. 6. Cuff Quality: Supplied with a premium-quality cuff that provides an excellent grip and patient comfort. 7. Metal Parts Finish: All exposed metal parts are surface plated to prevent corrosion, ensuring longer life and resistance to wear in varied environments. 8. Instrument Body: Finished with classic hi-stove painting to enhance durability and allow the device to withstand various climatic conditions. 9. Damping System: Designed with optimum damping effect for easy, fast, and stable measurement readings.
7.	Stethoscope	5	<ol style="list-style-type: none"> 1. Two-sided chestpiece with tunable diaphragms on both the adult and pediatric sides. 2. Single-piece tunable diaphragm is easy to attach, and easier to clean because its surface is smooth without crevices. 3. Pediatric side converts to a traditional open bell by replacing the single-piece diaphragm with a non-chill rim. 4. Next-generation tubing provides longer life due to

			<p>improved resistance to skin oils and alcohol; less likely to pick up stains.</p> <ol style="list-style-type: none"> 5. Small tunable diaphragm is useful for pediatric, small, or thin patients; around bandages; and for carotid assessment. 6. Stainless steel chestpiece is precision-machined into an aesthetically pleasing, less angular shape. The stem features open side indicator. 7. Snap-tight eartips have a soft, smooth surface providing a comfortable acoustic seal and comfortable fit
8.	Electronic Balance	2	<ol style="list-style-type: none"> 1. Digitally operated 2. High contrast, large LCD display for easy viewing. 3. Automatic external calibration 4. Dye cast aluminums design for long term stability and accurate results. 5. Various weighing units like gm, mg etc should be provided. 6. User selectable stability. 7. Readability : 0.001 gm 8. Linearity : 0.002 gm 9. Pan size: > 80 mm diameter or as per user requirement. 10. Response time : 2-3 sec 11. Power back up should be provided /UPS with maintenance for batteries. 12. Data acquisition and storage system. 13. Should have printer facility if possible.

PART - VI
SAMPLE FORMS
AND ANNEXURES

List of Annexure

Annexure No.	Description
Annex No. I	Proforma to be submitted along-with Technical Bid
Annex No. II	Manufacturer Authorization Letter
Annex No. III	Technical Compliance Chart
Annex No. IV	User List of Quoted Model
Annex No. V	Details of After Sales Service Station
Annex No. VI	Terms & Condition Acceptance Certificate
Annex No. VII	Consignee List.
Annex No. VIII	Proforma of Affidavit.
Annex No. IX	Proforma of Affidavit.
Annex No. X	Annual Turnover proforma
Annex No. XI	Format for doubts/queries for Pre-bid meeting
Annex No. XII	Power of Attorney
Annex No. XIII	Undertaking to be signed by the Bidders
Annex No. XIV	Financial proposal Performa (BOQ)

Annexure– I

(Incomplete Annexure is liable for Rejection)

(On Bidder's Letterhead)

PROFORMA TO BE SUBMITTED ALONG WITH TECHNICAL BID

- 1 Name and address of the firm:-
- 2 Registered Head Office Postal address:-
- 3 Telephone No. & FAX & **E - Mail:-** :-
- 4 In case of proprietorship/Partnership firms, names of proprietors/partners/Directors with address and percentage of share
- 5 Ownership status of the firm
(Maharashtra Govt. /Central Govt./Jt. Sector/co-operative/SSI/Private)
- 6 Whether tendering as a manufacturer/importer/authorized dealer
- 7 **Name of the person & Phone no. who should be contacted by this office in case of any urgent problem.**
- 8 **Full Address with Email ID, Phone Numbers and Location of Original manufacturing work/factory/factories:**

I/we here by declare that particulars furnished above are true to the best of my/our knowledge and belief and that if any of the particulars is found to be materially incorrect /misleading, my /our tender shall be rejected and I / we are liable for penal action as per terms specified in the "term and conditions of tender".

Date:-

**Full Signature of the tenderer with official seal
and address**

ANNEXURE II

(Incomplete Annexure is liable for Rejection)

Manufacturer's Letter Head

Ref:-
To,

Date:-

Dear Sir,

I/We the undersigned who is/are authorized signatory/signatories of the
(Name & complete address)

Manufacturing

Firm M/s.....

.....

.....Country of Origin..... (Name & complete address) do here

by authorise M/s..... to quote

rates/ collect the orders/ raise the bills for the items manufactured by me/us under the

Tender No.....

I/We have gone through all the terms and conditions and read important
instructions of the tender and will be binding on me.

***We here by confirm that all after sale services of our product supplied will be
provided by us directly or through authorized Dealer.***

Manufacturer's
Authorized Signature
with Stamp and Seal

ANNEXURE III

(Incomplete Annexure is liable for Rejection)

Technical Compliance Chart

(On Bidder's Letterhead)

Name of the Equipment/ Instrument

Make & Model:

Sr No	Tender specifications as asked in the tender form	Equivalent specifications quoted by the tendered with the name of the Manufacturer	Whether the tender quoted by the supplier is as per specifications asked for Indicate against each item Clearly YES/NO.	If the tender quoted is not as per specifications then variations/deviations should be clearly indicated against Each item asked for.
1	2	3	4	5

Note: Equivalent detail compliance in column 3 of quoted product is expected. Simply writing Yes/ NO/Complies/as per tender requirements, will be liable for rejection.

ANNEXURE IV
(Incomplete Annexure is liable for Rejection)

User List of Quoted Model

(On Bidder's Letterhead)

Name of the Equipment/Instrument:-

S r . N o .	M o d e l N o .	Name and Address of Institute	Authoriz ed Contact Person	Tel., Fax & Mobile No. with Email-ID	Date of Sup ply
1	2	3	4	5	6

ANNEXURE V

(Incomplete Annexure is liable for Rejection)

Details of After Sales Service Station

(On Bidder's Letterhead)

Name of the Equipment/Instrument:-

Sr. No.	Name of the Agency	Full Address with Pincode	Contact Person Name	Contact Numbers with STD code		
				Tel(Off)	Email-ID	Mobile No.
1	2	3	4	5	6	7

ANNEXURE VI
(In complete Annexure is liable for Rejection)

(On Bidder's Letterhead)
Terms & Condition Acceptance Certificate

Ref:-

Date:-

To,

Ref:- Tender Document No. _____ Date _____

Respected Sir,

I/We the undersigned have examined the above mentioned Tender Enquiry document, including Amendment/Corrigendum No. _____ Dt _____ (if any), the receipt of which is hereby confirmed.

If our tender is accepted we undertake to supply the goods & perform the services as mentioned in Tender Enquiry Document in accordance with the delivery schedule.

We further understand that you are not bound to accept the lowest or any tender you may receive against your tender enquiry.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry document including Amendment /Corrigendum if any.

**Sign and Office seal of the
Tenderer**

ANNEXURE–VII

Consignee List

Sr.No.	Name of the Consignee	Qty
1	Directorate of Health Services, Medical Education & Research(DME) Shillong Medical College. Shillong	1 set

ANNEXURE-VIII

AFFIDAVIT on Non-Judicial Stamp Paper of Rs.100/-

(To be submitted to this office)

For rates

Reference: Tender No.

This is to certify that the rates quoted in the tender are not higher than quoted at some other Institute in India during current financial year or not Higher than MRP”

Seal

Signature

ANNEXURE-IX

AFFIDAVIT on Non-Judicial Stamp Paper of Rs.100/-

(To be submitted to this office)

Reference: Tender No..

The firm (Name of the Firm) has not been found guilty of malpractices, misconduct or blacklisted/debarred/ deregistered for the quoted product by any government institute or by any local authority and other State Government/Central Government's organizations/ Public sector Undertaking as on the date of submission of tender document for the quoted items.

Seal/Signature

Annexure- X

Average Annual Turnover and Net worth Statement for Last Three Years
(As per Mentioned in Technical Bid (Part-I) clause-6)

The **Average Annual** Turnover of M/sfor the past three years are given below and

Certified that the statement is true and correct. (duly submitted in original) clause

S.No.	Year	Turn over Rs. In Lakh
1	2021-2022	
2	2022-2023	
3	2023-2024	

Date:-

Seal :-

Auditor/

Signature of Statutory

Name (in capital letters)

ANNEXURE-XI

Format for doubts/queries for Pre-bid meeting

<u>Pre-Bid Queries Format</u>					
<u>Name of the Supplier</u>					
<u>Department Name</u>					
<u>Tender Ref No.</u>					
<u>Tender Name</u>					
<u>Due Date</u>					
<u>S</u> <u>:</u> <u>N</u> <u>o</u> <u>:</u>	<u>Tender</u> <u>Page</u> <u>No.</u>	<u>Tender</u> <u>Clause</u> <u>No.</u>	<u>Clause</u> <u>Title</u>	<u>Queries/Cl</u> <u>arification</u>	<u>Justificatio</u> <u>n</u> <u>By Bidder</u>

Seal

Signature

ANNEXURE-XII

Power of Attorney

BidNo:.....

(On Non-judicial stamp paper of Rs100 duly attested by notary public)

Know all men by the represent, we (name and address of the registered office of the Sole Bidder/ Lead Member) do hereby constitute, appoint and authorize Mr.

/Ms._____R/o_____(name And address of residence)who is presently employed with us and holding the position of as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid [of the _____consisting of_____, and_____(please state the name and address of the member soft he)]forfor a period of

by our aforesaid attorney shall and shall always bedeemed to have been done by us. This Power of Attorney shall be effective, binding, and operative till_____, if not revoke dear lie or as long as the said Attorney is in the service of the Company, whichever is earlier Accept.

(Signature)

(Name, Title and Address of the authorized representative)

For_____

(Signature)

(Name, Title and Address)

Notes:

1. To be executed by the Sole Bidder.
2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

ANNEXURE-XIII

(Undertaking to be signed by the Bidders) (To be uploaded in PACKETA)

Bid No:.....

AFFIDAVIT

(To be filled in and signed by the Bidder and to be submitted on non-judicial paper of Rs, 200/-duly notarized by Notary Public / First Class Magistrate)

It is here by represented that:

I / We..... (Full name in capital letters starting with surname), the Proprietor/Partner/Managing Director/Holder of power of attorney of

.....the business, establishment/firm/registered company do hereby, in continuation of the terms and conditions underlying the Tender Form and agreed to by me/us, give following undertaking.

1. I/wehere by confirm that I/we will be able to carry out the Services offered by me/us at the quoted rate sand as per specifications/drawings indicated in the tender after compliance of all there quired for malities within the specified time.
2. I/We..... do here by state and declare that I/We, whose names are given herein below in detail with the addresses, have not filled in this e- tender under any other name or under the name of any other establishment/ firm or otherwise, nor we are in any way related to or concerned with the establishment/firm or any person, who have filled in the tender for the afore said work.
3. I/We also admit that if the relevant conditions forbidding submission of tender under different names of the firm is found violated, the Health & Family Welfare department, Government of Meghalaya is at liberty to take necessary action against me/us.
4. I /We do hereby undertake that we have offered best price for the subject supply as per the present market rates and that I/We have not offered less price for the subject supply to any other outside agencies including Govt./Semi Govt. agencies and within Health & Family Welfare department, Government of Meghalaya also in similar conditions.
5. I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this supply and abide them throughout the period of contract.
6. I / We agree to abide the regulations of the Hospital premises now in force or which may come into force, during the currency of the contract.
7. I / We accept the right of Health & Family Welfare Department, Government of Meghalaya to stop any supervising staff/ labour employed by me / us from entering in the Health & Family Welfare Department, Government of Meghalaya premises if it is felt that the said person is an undesirable element or is likely to create nuisance. Health & Family Welfare Department, Government of Meghalaya will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.

8. I/We shall not sublet the work to any agency without prior approval of the Health & Family Welfare Department, Government of Meghalaya
9. I/We understand and accept that our tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the Health & Family Welfare Department, Government of Meghalaya if-
 - a) I/ We fail to keep the tender open as aforesaid,
 - b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - c) I / We do not commence the supply on or before the date specified by officer/ engineer in his work order/indent
 - d) I/We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. Within a period of 15days from receipt to such demand.
10. I/We..... hereby further state and declare that I/We are not debarred/ blacklisted by either Health & Family Welfare Department, Government of Meghalaya / central Govt. / state Govt. / Public sector undertaking/any other Local body on the date of submitting this Bid nor convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/using any court flaw.
11. I/we do here by agree that if in future, it comes to the notice of Health & Family Welfare Department, Government of Meghalaya /if it is brought to the notice of Health & Family Welfare Department, Government of Meghalaya that any disciplinary/penal action due to violate on of terms and condition soft he tender which amounts to cheating /depicting of mala fide intention during the completion of the contract any wherein Health & Family Welfare Department, Government of Meghalaya or either by any of central Govt./state Govt./Public sector undertaking/any other Local body, Health & Family Welfare Department, Government of Meghalaya will be at discretion to take appropriate action as its finds fit.
12. I/we acknowledge that the submission under this tender by shall not constitute a binding contract between me/ us and Directorate of Health Services Medical Education & Research (DME) holds no obligation to wards me/us.
13. I/we further confirm that the information/document submitted by me regarding TIN No. (If applicable) is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/ contract to me/ us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for Health & Family Welfare Department, Government of Meghalaya for 3 years
14. I/We have filled in the accompanying tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and black listing for giving any information, which is, found to be incorrect and against the instructions and directions given in this tender.
15. I/We further confirm that the information/documents submitted by me is true and correct to best of my/our knowledge and belief that in the event it is revealed subsequently after the opening of the tender or after the allotment of work / contract to me / us that any information given by me / us or any document uploaded / submitted by me/us in this tender is false or incorrect, I / We shall compensate the Authority(Health & Family Welfare Department, Government of Meghalaya for any such losses or inconvenience caused to the Health & Family Welfare Department, Government of Meghalaya in any

manner and will not resist any claim for such compensation on any ground what so ever. I/We agree to undertake that I/We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me/us or is withdrawn by the Health & Family Welfare Department, Government of Meghalaya.

16. I/We _____ (Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer to provide Supply and Installation of set of Equipment/Items for Pharmacology as per NMC at Shillong Medical College, Shillong as mentioned in the tender & in accordance with the specifications therein.
17. I/We do hereby undertake that, we will keep our full quality control over our services as mentioned in the tender & in accordance with the specifications therein. Incase, if the explanation submitted by me/us is Unsatisfactory then action as stated above including for feature of deposit & black listing may be taken against me/us.

I/we solemnly confirm the compliance of all the requirements/ Conditions of the tender documents. Full name and complete address with _____

Your Faithfully

Tel. Nos. & E-mail address of all partners

Signature of Bidder with office stamp

WITNESS:

(1) Full Name.....

And Address.....

Signature.....

(2) Full Name.....

And Address.....

Signature.....

BOQ FORMAT

Item Rate BOQ

Tender Inviting Authority: Health & Family Welfare Department, Government of Meghalaya

Name of Work: - Supply and Installation of set of Equipment/Items for Pharmacology as per NMC at Shillong Medical College, Shillong

NIT No.
Name of the Bidder/Bidding Firm/Company
<u>PRICE SCHEDULE</u> (This BOQ template must not be modified/replaced by the bidder <i>and</i> the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

<i>Sl.No</i>	<i>Particulars (Supply and Installation if required)</i>	<i>Quantity</i>	<i>Units</i>	<i>Basic Rate /Unit</i>	<i>GST/Unit</i>	<i>Final Rate/Unit</i>	<i>Total Value</i>
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
<i>Total Bid Value inclusive of GST</i>							

CHECK LIST OF THE TENDER DOCUMENTS

List of Documents/Information should be Uploaded/submitted with Tender.

The following documents should be uploaded / submitted with the Tender Document with page number on each document as per the order given below.

Sr.No.	PARTICULARS	Page No
1.	Proforma to be submitted along-with Technical Bid Annex No. I	
2.	EMD: Certificate for redemption of EMD	
3.	Copy of GST Registration Certificate	
4.	GST Returns for past 6 months	
5.	Copy of memorandum and articles of Association(If Applicable)	
6.	Copy of Certificate of registration under company registration act 1913 & 1956 (If Applicable)	
7.	Manufacturer Authorization Letter as per Annex No. II	
8.	Technical Compliance Chart as per Annex No. III	
9.	User List of quoted model as per Annex No. IV	
10.	Details of After Sales Service Station Annex No. V	
11.	Terms & Condition Acceptance Certificate as per Annex No. VI	
12.	Consignee List Annex No. VII	
13.	Proforma of Affidavit Annex No. VIII	
14.	Proforma of Affidavit Annex No. IX	
15.	Annual Turn over proforma Annex No. X (The average turnover for the last 3 years from the date of publication of tenders should be 30% of total tender cost.)	
16.	Format for doubts/queries for Pre-bid meeting As per Annex No. XI	
17.	Power of Attorney Annex - XII	
18.	AFFIDAVIT (undertaking to be signed by the bidder) As per Annex – XIII	
19.	Financial proposal proforma (BOQ) as per Annex No. XIV	
20.	Scope of Supply (Technical Offer)	
21.	Original Product Catalogue/Brochure with technical data sheets	
22.	Original Tender Form duly signed and official seal of the company one very Page of the tender.	
23.	The requisite certificate ISO, ISI, UL, BIS, CE, USFDA etc. as per Technical Specification	
24.	Detail of Products supplied to Govt./Pvt. In India as per tender terms & conditions	
25.	Total Documents in Technical Bid Page No. _____ to _____	
26.	Financial proposal proforma (BOQ) as per Annex No. XIV	