

**GOVERNMENT OF MEGHALAYA
OFFICE OF THE DIRECTOR OF HEALTH SERVICES (MI):
MEGHALAYA:SHILLONG**

No.HSM/PB/02/2022/46960

Dated Shillong, the 11/02/2022

SHORT TENDER NOTICE / INVITATION FOR BIDS

Sealed Quotations affixing court fee stamps of Rs.10/- under two bid system in two separate sealed covers duly marked "Techno-Commercial Bid/Bid-A" and "Price Bid/Bid B", placed in another sealed cover/enveloped, are invited by the **Director of Health Services(MI), Meghalaya Shillong** from intending manufacturer/accredited Dealers for supply & installation of Hospital Equipment/item(High end whole body Dexa scanner) for setting up of the State of the Art Diagnostic Centre at Shillong under the Directorate of Health Services (MI), Government of Meghalaya as per specification and terms and conditions.

The quotations offer for the above will be received at the Office of the Undersigned on **25th February 2022**, up to **3:00 P.M.** The date and time for opening of the Quotation in the presence or not presence of the Bidder / Representative will be held on **25th February 2022** at **4:30P.M** in the Office Chamber of **Director of Health Services (MI), Meghalaya, Shillong**.

Details of the Short Tender Notice will be available from the Office of the Undersigned on payment of Rs.2000/- (Rupees Two thousand) only by way of Demand Draft in favour of the DHS(MI), Meghalaya Shillong from the **14th February, 2022** from **11:00 A.M** to **4:00P.M**


Sd/-
**Director of Health Services (MI),
Meghalaya, Shillong.**

Memo.No.HSM/PB/02/2022/46961-64

Dated Shillong, the 11/02/2022

Copy forwarded to:-

1. The Commissioner & Secretary to the Govt. of Meghalaya, Health & Family Welfare Department.
2. The Director of Information & Public Relation with a request to publish in one Local Paper i.e Khasi, Garo and Jaintia and and in one English Newspaper i.e Shillong Times.
3. The State Informatics Officer, National Informatics Center, Meghalaya, Shillong for information and necessary action.
4. Notice Board of the Directorate of Health Services (MI), Meghalaya, Shillong.


**Director of Health Services (MI),
Meghalaya, Shillong**

SHORT TENDER FOR SUPPLY OF HOSPITAL EQUIPMENT/ITEM(HIGH END WHOLE BODY DEXA SCANNER) FOR SETTING UP OF THE STATE OF THE ART DIAGNOSTIC CENTRE AT SHILLONG UNDER THE DIRECTORATE OF HEALTH SERVICES (MI), GOVERNMENT OF MEGHALAYA

ISSUED BY THE OFFICE OF THE DIRECTOR OF HEALTH SERVICES(MI) GOVERNMENT OF MEGHALAYA

BID REFERENCE NO.	:	No.HSM/PB/02/2022/46960 dated 11/02/2022
DATE OF COMMENCEMENT OF SALE	:	14 th February, 2022
OF BID DOCUMENT		
LAST DATE FOR SALE OF BID DOCUMENT	:	25 th February, 2022
LAST DATE & TIME OF RECEIPT OF BID	:	25 th February, 2022 at 3:00 P.M
TIME AND DATE OF OPENING OF BID	:	25 th February, 2022 at 3:00 P.M
PLACE OF OPENING OF BID DOCUMENTS	:	<u>Office Chamber of DHS(MI) at Shillong.</u>
ADDRESS FOR COMMUNICATION	:	DHS (MI), Red Hill Road, Laitumkhrah, Shillong.
COST OF TENDER DOCUMENTS	:	Rs. 2000/- (Rupees Two thousand) only

Bidding Document issued to

M/s.....

On dated..... against the receipt of Rs..... (

) only in the form of

DD No.....

Dated.....

DHS (MI),

Meghalaya, Shillong

Name and Address of the Purchasing/Implementation Organization.

**OFFICE TO THE DIRECTOR OF HEALTH SERVICES(MI),
MEGHALAYA, SHILLONG.**

Telephone No: _____

Fax No. _____

SHORT TENDER NOTICE / INVITATION FOR BIDS

Sealed Quotations affixing court fee stamps of Rs.10/- under two bid system in two separate sealed covers duly marked "Techno-Commercial Bid/Bid-A" and "Price Bid/Bid B", placed in another sealed cover/enveloped, are invited by the **Director of Health Services(MI), Meghalaya Shillong** from intending manufacturer/accredited Dealers for supply & installation of Hospital Equipment/item(High end whole body Dexa scanner) for setting up of the State of the Art Diagnostic Centre at Shillong as per specification and terms and conditions.

Terms and conditions for supply of Hospital Equipment/Item for setting up of the State of the Art Diagnostic Centre at Shillong under the Directorate of Health Services(MI), Government of Meghalaya

Scope of Work:

Bidder's scope of work and supply shall comprise of supply, installation and satisfactory demonstration of the equipment as mentioned in the list of specifications.

This will also include testing, packing, transportation, scheduling of transportation, transit insurance, delivery at site, unloading, storage, job site storage, insurance, installation of any further services associated with the delivery of the equipment and materials providing warranty of services and operation and maintenance of other related equipments/items required for complete installation. The successful bidder will assume full responsibility of the complete system until final acceptance.

1) ELIGIBILITY CRITERIA:

- I. Bidder shall be either a manufacturer of Hospital Equipment/Item(High end whole body Dexa scanner) or authorized dealer/distributor of a manufacturer.
- II. The Bidder shall clarify/state whether he/they are manufacturer, accredited agent or sole supplier indicating principal's name & address.

2) GENERAL CONDITIONS:

A complete set of bidding documents may be purchased by any interested eligible bidder on payment of the cost of tender document (non-refundable) of Rs.2,000/- (Rupees two thousand)only in the form of D.D. favoring the Director of Health Services (MI), Shillong , Meghalaya. The Bidding document may be obtained during office hours on all working days. Tender document without Money Receipt for the cost of the Tender Document will not be accepted.

- I. Any Amendments will be notified accordingly and the amendments shall be binding on the bidders. In order to provide reasonable time to take the amendment into account in preparing the bid, the authority inviting tender, may at his discretion, extend the date and time for submission of bids.
- II. The bidders will have to submit their tenders in the tender box kept for the purpose in the office of the DHS (MI), Shillong and the TECHNICAL BID will be opened as notified in the presence of the intending Bidders. No tender will be accepted beyond the time schedule as mentioned in the tender documents.

- III. All bids must be accompanied by Earnest Money Deposit as specified, favoring **DHS(MI), Meghalaya, Shillong** in the form of Demand Draft or Bank Guarantee drawn in favor of DHS(MI) Meghalaya, Shillong and must be furnished with the bid. In case of Bank Guarantee the same should be valid for a period of 1(one) year from the date of opening. Tenders not accompanied with EMD/Bid Security shall be summarily rejected. No interest will be paid on EMD/Bid Security.
- IV. The EMD shall be retained as partial security till finalization of the tender but shall not carry any interest. If the successful bidder fails to execute the agreement and/ or fails to deposit the performance security within the specified time, or withdraws his bid within the validity period of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be released within 30(thirty) days after the finalization of the Tender.
- V. Bids shall be opened in presence of bidders/representatives who intend to attend, on the specified date and time.
- VI. The bid and all correspondence and documents shall be in the English language.
- VII. The tender document is not transferable.
- VIII. The tender document shall be signed by the bidders in all the pages with official seal as a token of having understood and accepted all terms and conditions as mentioned in the tender document.
- IX. Tender Inviting Authority may at any time ask for presentation of the quoted model of the equipment/product during the technical evaluation, if required, free of cost against which it is tendered, failing which their bids/offer will be rejected. The bidders are intimated that they should get ready for the presentation at any time as stipulated by the bid inviting authority. Any request for extension of time for presentation of the quoted model will not be entertained after the stipulated date.
- X. Interested eligible bidders, if so desire, may obtain further information from the office of the tender inviting authority.
- XI. The DHS (MI) on behalf of the Department of Health & Family Welfare, Govt. of Meghalaya is not bound to accept the lowest quoted rates and reserves the right to reject any tender or part thereof without any liability or liquidated damages.
- XII. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors which would have any effect on performance of the system. No request for the change of price, or time, schedule of delivery of stores shall be entertained after the purchaser on account of any local condition or factor accepts the offer. The bidders/representatives who are present in the opening shall sign evidencing their attendance.

- XIII. The Price Bid of only items which have been found to be technically suitable (after inspection and selection of samples by the technical evaluation committee) will be considered for price comparison and rate evaluation.
- XIV. The decision of the Committee on technical suitability and quality shall not be opened for discussion. Every bidder must go through the terms and conditions of bid carefully and understand them before submitting the Bid. No excuse that the conditions have not been read or understood will be entertained later.
- XV. Orders will be placed with the selected bid parties and payment will be made to them directly. In case the selected company wants to supply and raise the bill through their authorized distributor, the name and address should be given while submitting the bid itself.
- XVI. Rates (separately mentioning the GST) should be quoted separately for each item according to the unit asked together with manufacturer's name. Price quoted should be inclusive of all charges like insurance, freight Packing, forwarding and duties, cess etc. which are or may become payable by the bidder under existing or future laws or rules of the country.
- XVII. In case of imported items, tenderers are required to quote FOB & CIF value separately duly mentioning the break up details for freight and insurance. This condition should be strictly adhered to, failing which their offer will be summarily rejected.
- XVIII. The Tender rates should be kept open/valid for a period of 365(three hundred and sixty five) days from the date of tender opening.
- XIX. Bidders are requested to retain a copy of the Bid Schedule indicating the rates offered by them for various items in the Schedule.
- XX. No Bidder shall be allowed at any time and on any ground whatsoever, any claim for revision or modification of the rate quoted by them during the contract period.
- XXI. Bids not accompanied by the Earnest Money Deposit in the form specified will not be considered.
- XXII. The bidder which fails to honor the SUPPLY ORDER of WARRANTY PERIOD, the EMD/SECURITY DEPOSIT of the bidder will be forfeited. Further, the bidder will also be blacklisted for 3(three) years to trade with the Government of Meghalaya.
- XXIII. The successful bidder shall execute an agreement on non-judicial stamp paper of value of Rs.100/-(Rupees one hundred) (stamp duty to be paid by the bidder as per proforma in "**Annexure F**" within 10(ten) days from the date of the intimation from purchaser

informing that his bid has been accepted. This will be preceded by a letter of Intent to be given to the successful bidder immediately after the bid process is closed. The bidder shall have to pay the expenses for the execution of the agreement.

- XXIV. Failure to execute an agreement within the contract period on the part of the successful bidder or withdrawal of his bid after the intimation of acceptance of bid has been sent to him or failure to comply with the contract owing to any other reason will entail cancellation of his contract. Also the Earnest Money Deposit paid by him along with his bid will be forfeited and the bidder will also be liable for all damages sustained by the DHS (MI), by reason of such breach.
- XXV. The Security deposit shall be refunded to the bidder within three months after the expiry of the contract except in the event of any dispute arising between the DHS(MI) and the Bidder.
- XXVI. Installation, demonstration, operational techniques and associated services, if any, should be provided by the bidder free of cost.
- XXVII. The Director will be at liberty to terminate, without assigning any reason contract either wholly or in part on one month's Notice. The bidder will not be entitled to any compensation whatsoever in respect of such termination.
- XXVIII. The Successful Bidder may not sublet or substitute the approved model or manufacturer with goods manufactured by other companies or manufacturers. Any action on the part of the successful bidder to substitute the items without prior approval of the concerned authority will invite breach of contract and forfeiture of Security Deposit besides being blacklisted for supply to Government of Meghalaya and be liable for any action taken up against the bidder as may be deemed appropriate by the concerned authority.
- XXIX. The Contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender, the settlement should be by a Civil Court at Shillong.
- XXX. Any attempt on the part of the Bidders or their agents to influence the department in their favor by personal canvassing with the officers concerned will disqualify the bid.
- XXXI. A presentation or a demonstration of the product / system shall be provided, if requested, at the Vendor's expense.

3) SERVICE AND WARRANTY MAINTENANCE

- i. Warranty Maintenance: The equipment supplied shall be covered under comprehensive warranty as specified in the technical specification(Annexure–D), and any maintenance or repair arising during this period including replacement of parts if any, shall be carried

out by the supplier at his own cost without any cost liability on the client user. Bidders should also quote for CMC charges for another 5(five) years after warranty period without which their bid will not be entertained. The comparison of prices will be made on the total cost of the Machines without the 5 (five) years CMC.

- ii. The Supplier shall agree to provide training to technical staff for the purpose of maintaining the machines free of costs or included in the Tender Price.
- iii. Guarantee from Equipment Manufacturer: The Successful bidder shall submit a letter from the manufacturers of the equipment being supplied that they shall ensure full guarantee/warranty obligations during the warranty period. They shall also confirm that they shall provide Comprehensive Annual Maintenance Services for at least 5(five) years after the expiry of warranty period, in terms of Comprehensive Maintenance Contract to be entered between the Supplier / Manufacturer and purchaser.
- iv. Response Time for Breakdown calls: Maintenance personnel shall attend to the breakdown within 72(seventy two) hours of reporting the fault. Certificates / Service Reports to this effect to be submitted accordingly.
- v. Preventive Maintenance: During the Warranty period and CMC, in addition to attending break down calls, there shall be regular quarterly preventive maintenance visits.
- vi. Free demonstration, operation and maintenance training of the assigned personnel shall be provided by the bidder at no extra cost.
- vii. Vendor must ensure that supply of spares for the quoted system will be made available for not less than 10(ten) years from the date of installation of the machine.

4) PAYMENT TERMS:

The payment will be made only after a Technical Officer from the Directorate of Health Services (MI) certifies that the supply, installation & satisfactory demonstration of the Hospital Equipments have been done successfully.

5) TECHNO-COMMERCIAL BID 'COVER A'

- i. All bid must be accompanied by bid Security/Earnest Money deposit (EMD) of **Rs.1,00,000.00** (Rupees One lakh) only. The Tender(s) belonging to SC/ST may deposit 50% of the amount subject to the production of such certificate. The EMD above should be specified in the form of Demand Draft/Bank Guarantee in favor of DHS(MI), Meghalaya, Shillong. EMD submitted in any other form or bid without EMD shall not be accepted.

- ii. Money Receipt for the cost of the Tender documents to be submitted along with the Tender.
- iii. Valid manufacturing license/import license for the products offered.
- iv. Authorization from the manufacturer/Importer for the items quoted as applicable if bidder is an authorized agent of manufacturer.
- v. Bidders to furnish Quality assurance certification like ISO, CE etc. Bidders quoting on behalf of their manufacturer should also attach said certificate of their manufacturer to select reputed and quality products failing which their offers may be summarily rejected.
- vi. Bidder's Valid GST Certificate
- vii. Valid Trading License Certificate for Non Tribals. No work will be allotted to successful Non Tribal bidder, except under a valid Trading License issued by the Khasi Hills Autonomous District Council, Shillong. Successful Tribal Bidder need to produce the Trading License exemption certificate.
- viii. Undertaking in the form at **(Annexure A)** confirming acceptance of all terms and conditions of the bid including special condition
- ix. Bidders contact details along with name of Proprietor/Director, address, telephone & fax numbers e-mail id, bankers and bank account to be furnished.
- x. In case of partnership bidder, the Partnership deed should be enclosed along with the bid.
- xi. The firm has to give an affidavit on a non-judicial stamp paper of Rs.10/- (Rupees ten) attested by the Notary Public (in original) that there is no vigilance/CBI case and arbitration cases with the Government of Meghalaya pending against the firm/supplier. **(Annexure B)**
- xii. Undertaking on non-judicial stamp paper of Rs.10 (Rupees ten) duly attested by the Notary Public (in original) that the firm and the Proprietor/Director of the firm has never been blacklisted by any institution Government or Private **(Annexure C)**.
- xiii. Bidder's attested copy of PAN Card to be furnished.
- xiv. Authorized dealer/Distributor should have experience of minimum 5 (five) years with Director of Health Services (MI)/(MCH&FW) Meghalaya. Work orders of each year should be enclosed.

- xv. Catalogue, literature (where applicable) of all the items being offered.
- xvi. Each page of the bid document shall be duly signed by the bidder with official seal as an acceptance of all the terms and conditions as laid down in the bid document.
- xvii. List of items alongwith rate quoted shall be furnished. The lists not indicating prices of the items shall constitute the Un-priced Bid of the Bid Document. The list shall also specifically indicate the model and manufacturer against each item quoted.
- xviii. Technical Compliance Statement to be submitted as per Technical Specifications (**Annexure D**). Deviations if any to be mentioned clearly. However Purchaser reserves the right to accept or reject such deviations.
- xix. Supply Order copies of the Institution supplied by the Bidder/Manufacturer.
- xx. Bidder CA Certificate with Annual Turnover of last 3(three) years should be enclosed. The amount of Average Annual Turnover for the last three years must be mentioned.
- xxi. Bidder Balance sheet and IT return copies must be submitted. Tribal Bidder can produce the ST Certificate.
- xxii. The bid shall be kept open for a period of 365(three hundred and sixty five) days from the date of opening of the bid documents. In exceptional cases, the bidders may be requested by the client user to extend the validity of their bids up to a specified period. Such request and responses thereto shall be conveyed by email or by fax. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. Bids of bidders not willing to accept the request for extension of validity will no longer be considered for evaluation.
- xxiii. Users list of quoted equipment.
- xxiv. Tenderers and Manufacturer should give an undertaking stating that "The equipment being offered is the latest model as per the specifications and the spares Part for the equipment will be available for a period of at least 10(ten) years after the warranty period.
- xxv. Check list to be filled up and signed.(**Annexure E**)

All the important documents mentioned above along with duly filled in Undertaking of Agreed Terms and Conditions, shall be submitted in separate sealed cover super scribed as:

COVER 'A' (TECHNICAL BID): BID DOCUMENT FOR SUPPLY OF HOSPITAL EQUIPMENT/ITEM(High end whole body Dexa scanner) FOR SETTING UP OF THE STATE OF THE ART DIAGNOSTIC SERVICES AT SHILLONG UNDER DHS(MI), GOVERNMENT OF MEGHALAYA

DUE AT _____ Hrs ON _____ & addressed to the DHS (MI) Meghalaya, Shillong.

6) PRICE/FINANCIAL BID – COVER B

- i. Bid shall be type – written and correction, if any, in the bid shall invariably be attested with full signature by the bidder with date, failing which the bid shall be considered ineligible for evaluation. Corrections done with correction fluid shall also be duly attested.
- ii. The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, Custom Duty, Excise Duty, GST, Freight, Insurance etc. All applicable taxes shall be indicated in the Tender.
- iii. The cost for installation, initial set-up and programming shall be included in the tender price.
- iv. No payment will be made for rejected stores. Rejected items must be removed by the bidder within two weeks of the date of rejection at their own cost and are to be replaced immediately. In case they are not removed the same will be auctioned off at the risk and responsibility of the vendor without further notice.
- v. Each page of the price bid shall be duly signed by the bidder with official seal.
- vi. The Priced Bid shall not be opened in respect of those bidders who have not complied with the provisions of the bid document or EMD clause or who have not complied with the provisions/technical specification of the bid document.
- vii. The bidder shall submit the price quotations in a separate sealed cover super scribed as

COVER 'B' PRICE BID: BID DOCUMENT FOR SUPPLY OF HOSPITAL EQUIPMENT/ITEM (HIGH END WHOLE BODY DEXA SCANNER)FOR SETTING UP OF THE STATE OF THE ART DIAGNOSTIC CENTRES AT SHILLONG UNDER THE DHS(MI), GOVERNMENT OF MEGHALAYA.

DUE AT HRS ON _____ & addressed to the DHS (MI) Meghalaya, Shillong.

#NB: The Cover 'A' and Cover 'B' shall be separately sealed and both these covers shall be put in another sealed cover super scribed as:

BID DOCUMENT FOR SUPPLY HOSPITAL EQUIPMENT/ITEM(HIGH END WHOLE BODY DEXA SCANNER) FOR SETTING UP OF THE STATE OF THE ART DIAGNOSTIC SERVICES AT SHILLONG UNDER THE DHS(MI), GOVERNMENT OF MEGHALAYA.

DUE AT _____ HRS ON _____ & addressed to the DHS (MI) Meghalaya, Shillong.

7) OPENING OF BIDS

- a) Cover 'A' i.e. Techno-Commercial Bid shall be opened at the office of the DHS(MI), on the date and time specified in presence of the intending bidders or their authorized representatives.
- b) Cover 'B' i.e. the Price Bid of the bidders who meet the eligibility criteria evaluated based on the details furnished in Cover 'A' shall only be opened and the date and time of opening of Cover 'B' shall be intimated to the eligible/short – listed bidders.

8) BID EVALUATION

Awarding of tender will be based upon the following:

- Quality
- Price
- Vendor performance
- Patient comfort and safety

The evaluation shall be done on total cost of the entire supply as per the bid document and after technical evaluation and suggestion by a committee of technical experts. Lowest rate is not the criteria for evaluation; rather the contract will be awarded to the bidder who can provide the best quality products and services including training. Bidders may submit copies of supply orders or installation reports of similar items as quoted by them.

9) CHANGES / REVISION RATES

- a) No bidder will be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation/typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

10) STATUTORY TAXES/DUTIES

In case of any enhancement of GST due to Statutory Act of the Government, after date of submission of the bids and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the bid. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item. However, the same shall not be borne by the purchaser in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract. However this will be restricted to claims of G.S.T only and not claims of enhancements of other duties/cess/levies etc.

Further, in case a successful bidder has been enjoying Excise Duty exemption on any criteria and at a later date, during currency of the contract, even if excise Duty becomes chargeable on goods manufactured, the same shall be to the supplier's account and shall not be borne by the purchaser.

11) PERFORMANCE SECURITY DEPOSIT:

The successful bidder, within 15(fifteen) days of receipt of Purchase Order, shall be required to submit Performance Security Deposit as stipulated earlier in the bid document in the form of Bank Guarantee/Fixed Deposit Receipt in favor of the client user valid for a period of 5(five) years. The Security Deposit shall be returned on completion of the Warranty period of the goods supplied. The Performance Security of **Rs.1,00,000.00** (Rupees One lakh)only in the form of BG/DD will have to be furnished within 15(fifteen) days of receipt of letter of Intent (LOI).

However, if the supplier fails to execute the order, fails to perform the services as per contract, in addition to other penal actions, the Performance Security shall be en-cashed & the amount forfeited.

12) AGREEMENT

The successful bidder shall execute an agreement on non-judicial stamp paper of Value of Rs.100/- (Rupees one hundred) (stamp duty to be paid by the bidder) as per proforma in (**Annexure-F**) within 10(ten) days from the date of the intimation from client user informing that his bid has been accepted.

13) ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

- a) Failure of the successful bidder to comply with the requirements of signing of Contract and / or submission of performance security within the time schedule shall constitute sufficient grounds for the annulment of the award and forfeiture of bid security.
- b) Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the

circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated & lowest bidder.

14) NON ASSIGNMENT

The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.

15) DELIVERY CONDITION

- i. The Supply of items and successful commissioning shall be completed within 60(sixty) days for goods manufactured in India and 120(one hundred twenty) days for good of foreign origin from the receipt of the Letter of Intent.
- ii. The Supply, installation, commissioning of the equipment and trial run have to be done at site by the Supplier or his authorized agent. No additional charges for these services shall be paid.

16) FORCE MAJUERE

The above condition of delivery period, reduction & termination etc. are subject to majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes.

On specific request made by the bidder the time period of supply may be extended by the DHS(MI) at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labor dispute, failure of sub-vendor and increase in cost of raw material.

17) LOCAL CONDITIONS

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the contract. The purchaser shall not entertain any request for clarification from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price extension of time schedule of delivery of goods shall be entertained after purchaser accepts the bid.

18) WAIVER / ALTERATION

Bidders request for waiver, alteration etc in respect of bid document fee. EMD, performance security etc. shall not be entertained and hence no formal reply shall be given for such requests.

19) SAVING CLAUSE

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

20) RIGHT TO REJECT TENDER

- a) Purchasing Authority reserves himself the right to accept the bid or to reject the whole bid for any one or more of the items at any moment without assigning any reason thereof.
- b) Purchasing Authority is not bound to accept the lowest rates. Also this office may increase or decrease the quantity shown in the tender depending on the actual requirement.

Non-Performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any bid of Meghalaya Government for the next 3(three) years, in addition to the forfeiture of EMD and Bank Guarantee for Performance Security and other penal provisions.

DHS(MI) Meghalaya, Shillong.

Dated: _____

UNDERTAKING CONFIRMING ACCEPTANCE OF TERMS AND CONDITIONS

To,

Director of Health Services (MI)
Meghalaya, Shillong.

Sir,

I, _____, on behalf of M/s _____ having registered office at _____, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period 365(three hundred and sixty five) days from the date of opening of bid document.

I/We undersigned hereby bind myself/ourselves to the Office of the DHS(MI), MEGHALAYA, SHILLONG to undertake the project for SUPPLY of Hospital Equipment/Item(High end whole body dexa scanner) for setting up of the State of the Art Diagnostic Services at Shillong. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of the DHS(MI) (hereinafter called the said Purchaser) as regards to the quality and specifications of article shall be final and binding on me/us.

I/We have understood the stipulations of the special conditions at clause 4 and confirmed acceptance of these terms. It is also confirmed that the quotation has been prepared in conformity with these stipulations.

We undertake and confirm that:

1. Supply shall be done by us or by our authorized agent at no extra charge.
2. **Comprehensive warranty:** The medical equipment, supplied shall be covered under comprehensive warranty period as specified in the Technical Specification(Annexure-D), and any maintenance or repair arising during this period specified above including replacement of parts if any, shall be carried out by us at our own cost without any cost liability on the purchaser.
3. **Warranty obligations:** We confirm warranty obligations valid for a period specified above from the date of commissioning of the supplied equipments. We also confirm that we shall provide Comprehensive Maintenance Services directly or through the manufacturer for at least 5(five) years after expiry of warranty period, in terms of Comprehensive Maintenance Contract to be entered into between us / Manufacturer and the Purchaser. Response Time for Breakdown calls:

Maintenance personnel shall attend to the breakdown within 72(seventy two) hours of reporting the fault.

4. **Preventive Maintenance:** During the warranty period and CMC, in addition to attending break down calls, there shall be regular quarterly preventive maintenance visits.
5. **Operation & Maintenance manuals:** We shall furnish for each unit a set of operation & maintenance manuals along with circuit diagram and spare parts list of the equipment.
6. **Installation, Commissioning & Warranty Service:** Supply, installation, commissioning, demonstration of the equipment & subsequent, warranty servicing shall be done at site by us or our authorized agent at no extra charge.
7. We agree to the conditions of the Bid Document under which the Earnest Money Deposit and Performance Security Deposit shall be forfeited by us.
8. We agree to accept the amount of the bill to be paid by the purchaser after completion of all codal formalities and should any amount of the bill found by the purchaser / auditors to have been over paid; the amount so found shall be refunded by me/us.
9. We hereby undertake to supply the items during the validity of the bid as per direction given in supply order within the stipulated period.
10. The bid inviting authority has the right to accept or reject any or all the tenders.
11. We understand all the terms and conditions of the contract and bind myself /ourselves to abide by them.
12. We further understand that you are not bound to accept the lowest or any tender you may received against you above-referred Bid document.
13. We hereby declare that there is no vigilance/CBI or Court case pending/contemplated against us at the moment.
14. We confirm that we do not stand deregistered/banned/blacklisted by any Government Authorities.
15. We confirm that we fully agree to the terms and conditions specified in above mentioned Bid document, including amendment/corrigendum, if any.
16. We confirm that the rates will be kept valid for a period of 365(three hundred and sixty five) days from the date of opening of the tender document.

17. We confirm that the equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least 10(ten) years after the warranty period.

Bidders Signature

BEFORE THE FIRST CLASS MAGISTRATE

To,

Director of Health Services(MI),

Meghalaya, Shillong.

Bid No: _____ dated. _____ .

We hereby declare that we M/S _____ have not been black listed in the past by any Institution, Government or Private and no vigilance/CBI case or arbitration cases with the Government of Meghalaya pending against the firm/Supplier.

Name and address of Bidder

Dated _____ .

DECLARATION OF NOT HAVING BEEN BLACKLISTED

To,
Director of Health Services(MI),
Meghalaya, Shillong.

Bid No: _____ dated. _____

We hereby declare that/We _____ Proprietor/Director of M/s. _____
having office at _____ have not been black-listed in the past by any institution
Government or Private.

Name and address of Bidder

Dated _____.

TECHNICAL SPECIFICATIONS:**1. HIGH END WHOLE BODY DEXA SCANNER**

Sl. No	Description
1	<ul style="list-style-type: none"> • One Pass Linear Fan-Beam Acquisition DXA Technology • 64 Element High-Resolution Digital Detector Array • Indexing Scan Table with Positioning Accessories • Motorized Table and C-arm • Internal Reference System Provides Automatic Continuous Calibration • Computer Console <p>Standard Computer Configuration</p> <ul style="list-style-type: none"> • Processor Intel Core 2 Duo (3.0GHz 6MB cache) • 2GB memory,160GB hard drive • DVD +/- RW drive • Intel PRO 100 CT Gigabit Ethernet • Microtower case • High Resolution 17 inch Flat Panel Color Monitor • Hewlett Packard Color Inkjet Printer <p>Standard Software Configuration:</p> <p>Operating System</p> <ul style="list-style-type: none"> • Hologic APEX with Microsoft Windows 7 32 bit Professional • Automatic PASS/FAIL Quality Control • Express Exam • Work-flow Management • One Time Auto Analysis • ProTech with DXA pro • AcuView Automatic Hip Positioning • QDR One Page™ Report • ISCD Compliant Reporting • Colored Fracture Risk Indication • FRAX WHO 10-Year FX Risk • Patient History Questionnaire • Pediatric Reference Data • DXA Practice Manager • NHANES Body Composition Calibration • NHANES Whole Body Bone and BCA Reference Data for Adults and Children • Advanced Clinical Body Composition with Inner Core Visceral Fat Assessment and Rate-of-Change

	<p>BCA</p> <p>Scan/Analysis Protocols for:</p> <ul style="list-style-type: none"> <input type="checkbox"/> AP Lumbar Spine <input type="checkbox"/> Proximal Femur <input type="checkbox"/> Dual Hip <input type="checkbox"/> Forearm <input type="checkbox"/> Whole Body BMD <input type="checkbox"/> Scoliotic Spine <input type="checkbox"/> Decubitus Lateral <input type="checkbox"/> Hip Structural Analysis <input type="checkbox"/> Automatic Low Density Spine <input type="checkbox"/> Automatic Low Density Hip <input type="checkbox"/> Pediatric Spine <input type="checkbox"/> Pediatric Hip <input type="checkbox"/> Pediatric Whole Body <input type="checkbox"/> Body Composition Analysis with Sub Region analysis with Visceral fat Analysis <input type="checkbox"/> Instant Vertebral Assessment (IVA) Reposition/Rescan Feature <input type="checkbox"/> Image Compare Mode for Serial Exams <input type="checkbox"/> Single Energy Scan Switch Capability <input type="checkbox"/> Window/Level Control for Image Optimization <input type="checkbox"/> Patient Database Manager <input type="checkbox"/> On-line Normative Reference Values and UserDefinable Values <input type="checkbox"/> Serial Trend Report with Automatic Rate of Change/Significance <input type="checkbox"/> Calculation NHANES and Ethnic Reference Data <input type="checkbox"/> Context Sensitive Help <input type="checkbox"/> Reference Database Editor <input type="checkbox"/> QDR Anthropomorphic Spine Phantom <input type="checkbox"/> QDR for Windows User's Guide

Warranty: 1(one) year

CHECKLIST

The Tender rates should be kept open/valid for a period of 365 days from the date of tender opening **Name and address of Tenderer:**

Sl. No	Activity	Yes/ No/ NA
1	Have you enclosed EMD of required amount?	
2	Have you enclosed money receipt?	
3	Have you enclosed Manufacturing/Import license of manufacturer?	
4	Have you enclosed Authorization certificate from manufacture if bidder is not the manufacturer?	
5	Have you enclosed ISO/CE/US FDA certificates of quoted items?	
6	Have you submitted GST registration Certificate?	
7	Have you submitted Valid Trading License Certificate or Trading License exemption certificate ?	
8	Have you submitted undertaking as per "Annexure A"?	
9	Have you submitted bidders contact and bank details?	
10	Have you enclosed Partnership Deed? not applicable in case of proprietorship firm?	
11	Have you submitted Affidavit as per "Annexure B"?	
12	Have you submitted undertaking as per "Annexure C"?	
13	Have you submitted attested copy of PAN card?	
14	Have you submitted Work experience of minimum 5 years with Director of Health Services (MI)/(MCH&FW) Meghalaya. Work orders of each year should be enclosed?	
15	Have you submitted catalogue/brochures etc?	
16	Have you sign all pages of Bid Document?	
17	Have you submitted list of items quoted "Un-Priced Bid" ?	
18	Have you submitted the Technical Compliance Statement as per format in Annexure D"?	
19	Have you submitted Bidder and Manufacturer Supply Order copies of institutions supplied?	
20	Have you submitted Bidder CA Certificate with Annual Turnover of last 3 years ?	
21	Have you submitted Bidder Balance sheet and IT return copies ?	
22	Have you agreed that the bid shall be kept open for a period of 365 days from the date of opening of the bid documents?	
23	Have you submitted users list of quoted items/equipments?	
24	Have you submitted an undertaking stating that the equipment being offered is the latest model as per specifications and spares to be available for a period of 10 years after warranty period.	
25	Have you filled in Check list "Annexure E"?	

(Signature with date)

(Full name, designation & address of the person duly
authorized to sign on behalf of the Bidder)

For and on behalf of

(Name, address and stamp of the tendering firm)

FORM OF CONTRACT AGREEMENT

This CONTRACT AGREEMENT is made

The _____ day of _____ year _____

Between

(1) **Name and Address of the Purchaser:**

(2) **Name and Address of the supplier:**

Whereas the Purchaser invited bids for certain good and ancillary services, viz., (insert: brief description of goods and services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (insert: contract price in words and figures) (hereinafter called the “the Contract Price”

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral Part of the Contract:
 - a) This Contract Agreement
 - b) Special Condition of Contract
 - c) General Condition of Contract
 - d) Technical Requirements (including Technical Specifications)
 - e) The Supplier’s bid and original Price Schedules
 - f) The Purchaser’ Notification of Award
 - g) [Add here: any other document]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed: _____

In the capacity of [insert: title or other appropriate designation]

In the presence of _____

For and on behalf of the Supplier

Signed: _____

In the capacity of [in sert: title or other appropriate designation]

In the presence of _____