

**SHORT TENDER NOTICE / INVITATION FOR BIDS (IFB)**  
**BIDDING DOCUMENT**

**FOR**

SHORT TENDER FOR COMPLETE TURNKEY WORKS FOR SUPPLY & INSTALLATION OF LIQUID OXYGEN STORAGE TANK OF 20 KL AND 10 KL CAPACITY OF WORKING PRESSURE OF 16-18 KG/CM<sup>2</sup> AND SUPPLY OF MEDICAL GRADE LIQUID MEDICAL OXYGEN WITH CYLINDER FILLING FACILITY AS PER IP: 2018 FOR SHILLONG AND TURA UNDER THE DIRECTORATE OF HEALTH SERVICES (MI), GOVERNMENT OF MEGHALAYA:::SHILLONG

IFB NO(BID REFERENCE No). : HSM/PB/46/2020/24295 dated: 23/10/2020

DATE OF COMMENCEMENT OF SALE : 27/10/2020 at 11.00 A.M  
OF BID DOCUMENT

LAST DATE & TIME OF SUBMISSION OF BIDS : 30/10/2020 at 3.00 P.M

TIME AND DATE OF OPENING OF BID : 30/10/2020 at 4.00 P.M

PLACE OF OPENING OF BID DOCUMENTS : **Office Chamber of DHS(MI) at Shillong.**  
ADDRESS FOR COMMUNICATION : Directorate of Health Services (MI), Red Hill Road, Laitumkhrah, Meghalaya, Shillong.

COST OF TENDER DOCUMENTS : Rs. 5000/-(Rupees Five thousand) only.

*Bidding Document issued to*

*M/S.....on*

*dated.....against the receipt of Rs.5000/--(Rupees Five thousand) only in the form of Bank Draft/Bankers'*

*Cheque No.....Dated.....*

*Director of Health Services(M),  
Meghalaya, Shillong.*

**GOVERNMENT OF MEGHALAYA**  
**DIRECTORATE OF HEALTH SERVICES(MI),**  
**MEGHALAYA, SHILLONG**

**INVITATION FOR BID (IFB)**  
**GOVERNMENT OF MEGHALAYA**  
OFFICE OF THE DIRECTOR OF HEALTH SERVICES(MI)  
MEGHALAYA:SHILLONG  
Email: [dhsmi@rediffmail.com](mailto:dhsmi@rediffmail.com), Fax: 0364-2224354

**No.HSM/PB/46/2020/**

**Dated:**

**INVITATION FOR BID**  
**(IFB) NATIONAL COMPETITIVE**  
**BIDDING**

**Short Tenders** are invited by the Directorate of Health Services (MI), Meghalaya, Shillong under the Department of Health & Family Welfare, Govt. of Meghalaya from the intending manufacturer/Accredited Dealers for Complete turnkey works for Supply & installation of Liquid Oxygen storage tank of 20 KL & 10 KL capacity of working pressure of 16-18 kg/cm<sup>2</sup> and supply of Medical Grade Liquid Medical Oxygen with cylinder filling facility as per IP: 2018 for Shillong and Tura.

The Tender are in Two-Bid System, to be submitted with affixed Court Fee Stamp of Rs. 10/- (Rupees Ten) only (in case of bidders from outside of the State of Assam) in favour of Director of Health Services(MI), Meghalaya, Shillong.

**IMPORTANT DATES of the Tender**

Sl. No.	Scheduled	Start Date	Start Time	End Date	End Time
1.	Tender Publishing	24/10/2020	-	30/10/2020	-
2.	Bid Submission	30/10/2020	11.00 A.M	30/10/2020	3.00 P.M
3.	Bid Opening	30/10/2020	4.00 P.M	30/10/2020	-

**1. Brief Schedule**

	Description (Name of the Items)	Bid Security (E.M.D.)	Delivery/ Installation schedule/ Completion Period	Tender fees in Rs.	Eligibility
1.	Complete Turnkey works for Supply & installation of one storage tank of 20 KL capacity of working pressure of 16-18 kg/cm <sup>2</sup> with storage capacity of approximate 17,500 cum Liquid Oxygen in one tank with Cylinder Filling facility	2.00 Lakhs	25 days,	Rs.5,000 /-	Manufacturer / accredited Dealer
2.	Complete Turnkey works for Supply & installation of one storage tank of 10 KL capacity of working pressure of 16-18 kg/cm <sup>2</sup> with storage capacity of approx 8,700 cum Liquid Oxygen in one tank with Cylinder Filling facility				
3.	Supply of Medical Grade Liquid Medical Oxygen as per IP: 2018 (including transport up to Shillong & Tura including maintenance of Cryogenic storage tank)				

2. Bidding documents are available from the Directorate of Health Services(MI), Meghalaya Shillong and to be submitted directly to the Office on or before **30/10/2020 at 3.00 P.M.**
3. The original cost of Bid Documents (non- refundable) in the form of crossed Demand Draft/ Banker cheque in favour of the “Director of Health Services(MI), Meghalaya, Shillong, Payable at SBI- Main Branch, Meghalaya, Shillong on or before the date and time of opening of Part - I Technical Bid either by registered post or by hand, failing which the bids will be declared nonresponsive.
4. The original Bids security (EMD) deposited in the form of Fixed deposit/ Bank Guarantee (any Nationalized Bank) in favour of the “Director of Health Services(MI), Meghalaya, Shillong, Payable at SBI- Main Branch, Meghalaya, Shillong on or before the date and time of opening of Part - I Technical Bid either by registered post or by hand, failing which the bids will be declared nonresponsive.
5. The Technical Bid to be submitted/ dropped along-with the cost of Bid Documents (non- refundable) and Bids security (EMD) with affixed Court Fee Stamp of Rs. 10/- in the tender box in this office i.e. Director of Health Services(MI), Meghalaya, Shillong during the office hours on or before the last date of submission of the tender.
6. Henceforth, any corrigendum/addendum related to this Bid/Tender may kindly be seen at the Department website i.e. [meghealth.gov.in](http://meghealth.gov.in) & [NIC website meghalaya.gov.in](http://NIC website meghalaya.gov.in)
7. The Tender is valid for 365 days only.
8. All other relevant information and the detailed Bid Document is available on [meghealth.gov.in](http://meghealth.gov.in) and [NIC website meghalaya.gov.in](http://NIC website meghalaya.gov.in) and can be viewed from **24/10/2020**. The undersigned shall not be held liable for any delays for submission of the tender which is beyond his control. Even though the DHS(MI), Meghalaya notify the bidders of any bid updates, the undersigned shall not be liable for any information not received by the bidder. It is the bidder’s responsibility to verify the mail for the latest information related to the bid.
9. The bid documents are not transferable.
10. The EMD validity must be one year + 3 months, i.e. 15 months.
11. The prospective bidders might not put ZERO (0:00) data in the Price Bid (BOQ) format in any circumstances which is issued by the tendering authority.
12. Softcopies (Compact Disk) of the technical & price bid need not required along with the hard copy of the technical bid.
13. If any queries regarding specifications or any other tenders norms please submit the queries in written form to [dhsmi@rediffmail.com](mailto:dhsmi@rediffmail.com) and office of the undersigned directly at-least one day prior the date fixed for **Opening of the Tender**, otherwise any unwritten/verbal queries will not be entertained/recorded by the Pre- bid committee.
14. Participated Bidder must be submitted INDEX of the quoted items (Sl. No) with make, model & Country of Origin in the front page of the Technical Proposal.
15. Comprehensive Maintenance Cost (CMC)::  
CMC rates are to be quoted by the bidders for five years for each equipment /item, to be applicable immediately after expiry of the warranty period of the item/ equipment. The rate, of CMC will be taken into account for final price evaluation.

16. Technical bids of all participating bidders will be opened on due date so that participating bidders can view all the bids once it is opened. There will be a gap of minimum one week time before evaluation of the technical bids and within this period any complain against any technical bid are to be submitted on or before the date of technical bid evaluation by the Technical Committee. Bidders shall be present during the time of technical evaluation to raise their complaints/concerns/clarifications etc., after which no further complaint shall be entertained in the tender process.

**Important Note :**

**Due to COVID-19 pandemic and restrictions of lockdown/ social distancing norms no prospective bidders/ their authorized agent etc. shall be present in the **Opening of Tender** / technical evaluation meeting etc. Instead, all prospective bidders are required to submit their queries suggestions etc. through e-mail only at [dhsmi@rediffmail.com](mailto:dhsmi@rediffmail.com).**

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

## **CONTENTS**

		<b>Page No.</b>
<b>1. Schedule-1</b>	<b>Terms and Conditions</b>	<b>5 to15</b>
<b>2. Schedule-2</b>	<b>Schedule of Requirement</b>	<b>18</b>
<b>3. Schedule-3</b>	<b>Technical Specifications</b>	<b>19 to 20</b>
<b>4. Schedule-4</b>	<b>Tender forms</b>	<b>21 to 38</b>

\*\*\*\*\*

## SCHEDULE-1

### TERMS AND CONDITIONS:

1. **The bid should be submitted within the date and time as stipulated in the IFB. A hard copy of Technical Bid to be submitted/dropped along-with the cost(Money receipt) of Bid Documents (non- refundable) and Bids security (EMD) in the tender box in this office i.e. Directorate of Health Services(MI), Meghalaya, Shillong during the office hours on or before the last date of submission of thee-tender.**
  - A. This Invitation for Bids (National Competitive Bidding) is open to all eligible manufacturer and/or their accredited dealers.
  - B. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Director of Health Services(MI), Meghalaya, Shillong under the Health Department, Govt. of Meghalaya, herein after referred to as “the Purchaser” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
  - C. It is the responsibility of the Bidder to ensure that their Bid documents are submitted directly to the Directorate of Health Services(MI), Meghalaya, Shillong within the stipulated date and time as mentioned in the IFB.
  - D. No Bid will be considered for acceptance unless cost of the Bid Document in prescribed mode is submitted within the stipulated time by the intending Bidder.
  - E. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in the rejection of its bid.
2. Bid or modifications to Bid received after the stipulated last date and hour of receiving the Bid will not be considered.
3. The Director of Health Services(MI), Meghalaya, Shillong takes no responsibility for delay, loss or non- receipt of the sealed envelope containing the cost of Bid document, Bid Security sent by post. In this regard unsealed envelope or Telex/Telegraphic/ Fax correspondence shall not be considered for acceptance.
4. The Bid shall be completely filled in all respects and shall be uploaded with requisite information and annexure. Any Bid incomplete in any particulars shall be liable for rejection.
5. If the space in the Bid or any schedule or annexure thereof is insufficient, pages shall be separately added. These shall be consecutively page numbered and shall be signed by the Bidder and entered in the index of the Bid.
6. **This Bid is invited in **Two Bid System**. The Bid documents is issued in two parts; Part – I : The technical Bid & Part – II : Price Bid. Both the part, completed in all respect is to be submitted before the stipulated time & date.**
7. **Bidders shall submit their bids in two parts as under: The Bid documents bought, should be submitted to the Directorate of Health Services(MI), Meghalaya Shillong by signing every page of the Bid document as a token of acceptance of the terms and conditions mentioned therein.**
  - a) **Technical bids**, in original (**Duplicate, Triplicate not required**) consisting of technical details bringing out clearly in a separate sheet, the deviations in specifications if any from that of ‘Technical Specifications’ and also clause-by-clause compliance of specifications along with the commercial terms and conditions and bid security.

- b) Scanned copy of the Demand Draft towards the payment of cost of Bid document for each package.
  - c) Scanned copy of the Bid Security.
  - d) **Price bids** showing only item wise prices
  - e) It may be noted that when the main tender is opened on the date and time scheduled for Bid opening, only the technical bids will be opened and read out in public.
  - f) Bidders whose technical bids are found substantially responsive will be informed accordingly for opening of their price bids through email/Phone.
8. It may be noted that Technical bids will be opened and read out in presence of bidders or their authorized representative if they desire to remain present on the date and time scheduled for Bid opening, observing social distancing norms.
9. The original bid shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. The person or persons signing the bid shall initial all pages of the bid.
10. The bidder shall complete the bid forms and the appropriate price schedule (**Annexure-II and Annexure-III**) furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.
11. For comparison of bids, the purchaser will grant a margin of preference to goods in accordance with the Govt. standing procedures, provided the bidder shall have established to the satisfaction of the purchaser that the goods are eligible for price/purchase preference.
12. However, the quantum of price/purchase preference to be allowed shall be determined by the purchaser on the merits of individual cases based on the prevailing Government policy.
13. To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
14. Preliminary examination: The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the document have been properly signed, whether the bid validity is as required and whether the bids are generally in order.
15. **Bid from accredited dealers without proper authorization from the manufacturers shall be treated as non-responsive and shall be rejected.**
16. **The bid shall remain valid for 365 (three hundred and sixty five) days after date of bid opening.** The Purchaser shall reject a bid valid for a shorter period. In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of tender validity. The request and the responses thereto shall be made in writing. The EMD (bid security) provided under clause 19 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

17. The contract should be completed within 25 days from the issue of formal supply order.
18. **The bidder must furnish EMD (bid security) as per the schedule of requirement unless otherwise exempted under Govt. Orders/Rules in force.**
19. **The EMD** (bid security valid for 15 month) shall be demonstrated in the Indian Rupees and shall be in one of the following forms:
  - a) Deposit Receipts or Bank Guarantees (in the prescribed pro forma given at **Annexure-XI** issued by any of the scheduled banks).
  - b) Fixed Deposit
20. Any bid from a bidder who fails to furnish EMD, secured in accordance with clause 18 and 19 will be summarily rejected by the purchaser, as non-responsive.
21. Unsuccessful bidder's EMD (bid security) will be discharged /returned as promptly as possible. The bidders are advised in their own interest to send a scanned copy pre-receipted challan along with their bid so that the return of EMD (bid security) after the bid have been rejected, is made within the stipulation period.
22. The successful bidder's EMD (bid security) will be discharged/ returned upon the bidder executing the contract and after furnishing the Performance security, pursuant to clause 31.
23. The prices must be quoted in Indian Rupees for both indigenous and imported make. Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected. The bidder shall indicate on the appropriate price schedule (Annexure-III) attached to these documents the unit prices and total bid prices of goods it proposed to supply under the contract.
24. The Purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive and technically acceptable.
25. The Purchaser's evaluation of a bid will include and take into account:  
**The goods manufactured indigenously or goods of foreign origin already located in India:** Taxes and duties, which will be payable on the goods if a contract is awarded to the bidder and the purchaser's evaluation of a bid will exclude and not take into account the additional features like training in India or abroad offered free or at an additional cost unless specifically asked for in the 'Technical Specifications'.
26. The comparison shall be of F.O.R. site and delivered and commissioned at consignee's end. The purchaser's evaluation of bid will take into account, in addition to the bid price and the price of incidental services, the following factors, in the manner and to the extent indicated in clause 27 and in the 'Technical Specifications':
  - a) Cost of inland transportation and other costs within India incidental to delivery of the goods to their final destination at consignee's site,
  - b) delivery schedule offered in the bid,
  - c) Deviations in payment schedule from that specified under clause 48.
  - d) the cost of guarantee/warranty and
  - e) the Performance and productivity of the equipment offered.



27. Pursuant to clause 26, following evaluation methods will be followed:

**a) Inland transportation, insurance and incidentals:**

Bidder shall quote separately for inland transportation, insurance and other incidentals for delivery of goods to the site.

**b) Applicable Taxes:**

Bidder shall quote separately for all applicable taxes payable to the Govt. for delivery of goods to the site.

**28. Purchaser's right to accept any bid and to reject any or all bids:** The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the purchaser's action.

**29. Notification of award:** Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing, by registered letter or by cable or telex or fax (to be confirmed in writing by registered letter), that its bid has been accepted. The notification of award will constitute the formation of the contract.

**30. Signing of contract:** After the purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties. The successful bidder shall sign and date the contract form provided in the document. A registered Power of Attorney is to be supported with the bid in favour of the person(s) who will sign the bid as well as contract form if contract is awarded. **(Annexure-XIII)**

**31. Performance Security:** Immediately after the receipt of notification of award from the purchaser, the successful bidder shall furnish the Performance Security. The supplier shall furnish Performance Security to the purchaser for an amount of **10% (Ten percent)** of the order value, valid for the entire period of warranty. However, if the supplier fails to execute the order or fails to perform the services as per contract in addition to other panel actions, the performance security shall be encashed & the amount forfeited.

**32. (A) Failure of the successful bidder to comply with the requirement of clause 29 or clause 30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD (bid security), in which event the purchaser may like to hire the award to the next lowest evaluated bidder or call for new bids.**

**(B) Alternative procurement:** During the course of constraint period, the purchaser shall go for alternative procurement of one or more items in the event of the following situation:

**1. The L1 vendor fails to supply the item/ items within the stipulated time frame as mentioned in the purchase order including extension allowed by purchaser for supply, if any.**

**2. Any emergency situations which demand immediate supply of equipment and L1 vendor is not in a position to supply the same.**

**Under the above conditions, the purchaser shall endeavor to procure the concerned equipment from the approved L2 vendor (make and model offered by L2 vendor) at L1 rates of the equipment finalized in the tender, and proceed to complete procurement. If the L2 bidder fails, the L3 bidder shall be considered and so on and so forth.**

33. The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
34. **The Performance Security** shall be denominated in the Indian Rupees and shall be in one of the following forms:
- a) Fixed Deposit or Bank Guarantees (in the prescribed pro forma given at **Annexure-XII** issued by any of the Nationalised banks).
35. **Inspection and tests: The purchaser or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representatives for this purpose.**
36. **The inspections and tests may be conducted on the premises of the supplier, at point of delivery and/or at the goods final destination. Where conducted on the premises of the supplier, all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser. Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser, within a period of 15(fifteen) days of intimating such rejection. The purchaser's right to inspect, test and, where necessary, reject the goods after the good's arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the goods dispatch from the place of manufacture.**
37. Nothing in clause 36 shall in any way release the supplier from any warranty or other obligations under the contract.
38. **Qualification Criteria:**
1. The bidder must be a manufacturer or their accredited dealers (specifically against this IFB for the subject goods) and had successfully executed contracts for similar and/or identical goods in the past three years prior to the date of Tender opening. In support of this, the bidder shall furnish Performance statement in the enclosed **Annexure-I**.
  2. Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.
39. **Warranty:**
- i. The supplier must warrant that the goods supplied under the contract are new, unused, or the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier must further warrant that the goods supplied under the contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in India, i.e. the country of final destination.
  - ii. The warranty should be as per the period mentioned in the Technical Specification.

- iii. The purchaser/indenter shall notify the supplier in writing of any claims arising under this warranty.
- iv. Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.
- v. If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchase may have against the supplier under the contract.
- vi. The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay customs duty and all expenses up to the destination for the replaced part.

**40. Reasonability of rates/ firm price:**

- i. The bidder shall certify that the rates quoted are the lowest ones for any institution in the country.
- ii. During the period of the contract, if the price of any tendered item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the purchaser and shall charge the reduced rates. The purchaser is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction of rates.
- iii. Subject to the condition stipulated above, the prices shall remain firm for the validity period of tender and on no account any increase in price shall be entertained till completion of the tender period.
- iv. 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.
- v. The prices quoted by the L1 bidders / winning bidders shall be shared with the concerned principal manufacturers. The Principal manufacturers shall submit a written declaration regarding justification of the prices quoted by the L1 / winning bidders of the concerned equipment. Necessary steps shall be taken by the tendering authority regarding any adverse remarks made by any principal manufacturer.

**41. Contacting the Purchaser:** Subject to clause 16, no bidder shall contact the purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bidder's bid and also banning of business dealings with the bidder for a period of three years from the date of such ban.

**42. Documents establishing good's eligibility and conformity to bidding documents:** The bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the contract. The documentary evidence of the goods and services eligibility shall consist of a statement in the price schedule. The documentary

evidence of the goods and services conformity to the bidding documents may be in the form of literature, drawings and data and shall furnish:

- i. A detailed description of the goods essential technical and Performance characteristics,
- ii. A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for specific period, following commencement of the goods use by the purchaser and
- iii. A clause-by-clause commentary on the purchaser's 'Technical Specification' demonstrating the goods and services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the 'Technical Specifications'.

**43. Definition of Technical Specification:** For purposes of the commentary to be furnished to clause 42 (iii) above, the bidder shall note that standards of workmanship, material and equipment and references to brand names or catalogue numbers designated by the purchaser in its 'Technical Specifications' are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the 'Technical Specifications'.

**44. Statutory taxes/ duties:**

In case of any enhancement of Taxes and/ or duties or levy of fresh Taxes/ duties due to Statutory Act of the Govt., after date of submission of the tenders 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 tender. 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.

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

**45. Penalty for delay in delivery:**

- a) Non-performance of the contract provisions may make the bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of EMD / Performance Security and other penal provisions.
- b) Delay in supply may invite 0.5% penalty on the cost of the equipment/Medical Grade Oxygen Gas.

**46. Force majeure:**

The above condition of delivery period, price reduction & termination etc. are subject to force 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 supplier the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. However,

the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

**47. Fraud & Corruption:**

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices -

- a) "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
- b) "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.
- c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- d) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then (a) the bid shall be rejected and (b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

In the bid document itself, an undertaking has to be furnished in the format at Annexure-VII.

**48. Local conditions:**

It will be imperative on the 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 clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after purchaser accepts the bid.

**49. Adjudication/Review board:**

Any dispute arising out of or during execution of the contract shall be settled with mutual agreement through an Adjudication/Review Board appointed by the Health & F.W. Department, Govt. of Meghalaya.

**50. Saving clause:**

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

**51. Laws governing the contract & jurisdiction:**

The contract shall be interpreted in accordance with the laws in force in India. All disputes shall be subject to the jurisdiction of appropriate Court situated at Shillong.

**52. Payment Terms:**

The payment for the works shall be on production of the following documents:

- a. Invoice in triplicate are to be submitted to the paying authority along with the other documents after completion of the supply. The Technical Officer from the DHS (MI) then certifies that the supply, installation and satisfactory demonstration of the Hospital Equipments have been done successfully.
- b. Stock Entry Certificate is to be obtained in the body of the Invoice in triplicate.
- c. The original Challan Copy.
- d. Warranty certificates.

**53. The bidder must submit the following documents along with the others as mentioned above in the Technical Bid with their tender:**

- i. **GST Certificate with Valid up to date GST clearance certificate.**
- ii. **Notary Copy of Fraud & Corruption document has to be submitted.**
- iii. **Up to date valid manufacturing license.**
- iv. **Literature/catalogue/leaflet in support of the tendered item.**
- v. **Up to date dealer/ distributor certificate.**
- vi. **Declaration on details of manufacturing unit, installed capacity of the item quoted, testing facilities and nearest after sales service facility with details of technical personnel, along with non - conviction certificate/ declaration for the past 3 years. (Annexure V).**
- vii. **Last 3(three) years with a minimum Turn Over of Rs. 3.00 (Three) Crores and Statement for the last 3 financial years i.e. 2017-2018, 2018-2019 and 2019-2020 in the specified format (Annexure VI) certified by the Auditor/ Chartered Accountant. Bidders have to submit statement of account, profit and loss or the year 2017-2018, 2018-2019 and 2019-2020.**
- viii. **Undertaking in the form at Annexure-VII confirming acceptance of all terms and conditions of the tender**
- ix. **An undertaking on fraud and corruption as per Annexure-VIII**
- x. **Manufacturer Authorization letter as per the format enclosed at Annexure-IX.**
- xi. **The bidder shall impart education and training to upgrade the skills of the medical professionals at various levels for which a tentative program shall be submitted.**
- xii. **The bidders shall duly fill in the agreed terms and conditions as per Annexure X.**
- xiii. **Bankers Certificate regarding Capacity of the Bidder.**
- xiv. **All the undertaking should be in the companies/ Bidder letter head.**
- xv. **Copy of GST Registration Certificate.**
- xvi. **Bidder must have the capacity to refill liquid oxygen within a short time notice of 24 hours for Shillong and Tura.**
- xvii. **Bidder must have valid drug license as per Indian Pharmacopeia standards for supply of liquid Medical Grade Oxygen.**
- xviii. **Details of liquid Oxygen Manufacturing plant and storage facility of the bidder**
- xix. **Production capacities certified by Competent Authority.**
- xx. **Copies of Purchase Order/ contract received from Govt. Hospital**
- xxi. **Valid Trading License from District Council**
- xxii. **Copy of PAN Card**

**54. Additional Terms and Conditions:**

- a. Total monetary value of similar nature of work performed during each of the last three years must be furnished by the bidder which are as follows:
  - i) Bidder must have minimum 3 years of experience in manufacturing and supply of Liquid Medical Oxygen with storage facilities to at least one major Govt. Hospital during the last 3years. Experience in works of a similar nature and size for each of the last three years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
  - ii) Evidence of access to line (s) of credit and availability of other financial Resources facilities (20% of Contract Value), certified by the Bankers (Not more than 3 Months old);
  - iii) Authority to seek references from the Bidder's Bankers;
  - iv) Information regarding any litigation, current or during the last three years in which the Bidder is involved, the parties concerned, and disputed amount;
- b. Bids from Joint ventures are not acceptable.
- c. The bidder must be a profit making one for the last three years.

- d. Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on date of this bid.
- e. The bidder shall impart education and training to upgrade the skills of the medical professionals at various levels for which a tentative program shall be submitted.
- f. The bidder shall provide backup services of trained Technical Personnel on 24 hours basis for emergency programming. Complaints should be attended properly, maximum with 8 hours. The service should be provided directly by Tenderer /Indian Agent. Undertaking by the bidder that the spares for the principal equipments supplier shall be available from at least 10 years for the date of supply.
- g. Bid shall be – hand 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.

**55. Warranty:**

- a) The warranty charges shall not be quoted separately.
- b) 95% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates if any should be provided free of cost during Comprehensive Warranty period.

**56. Training:**

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the user department.

**57. Comprehensive Maintenance Cost(CMC)::**

CMC rates are to be quoted by the bidders for five years for each equipment /item, to be applicable immediately after expiry of the warranty period of the item/ equipment. The rate, of CMC will be taken into account for final price evaluation.

Reasonability / justification of CMC rate quoted:

The bidders shall quote CMC rates of the equipment which are at par with prevailing market rates. In this regard , the bidder shall submit a declaration (in stamp paper) that the rate for CMC quoted in this tender are not higher than the CMC rates with which the bidder has supplied similar equipment to any Government/ private organization in the last one year. Moreover, the bidder shall also submit in the declaration that for similar equipment the bidder shall not quote lower rates than the rates quoted in this tender to any private / Government in the next one year.

**58. Interpretation of the Bid document:**

The Bid documents are drawn up in English and Bid and other documents that are to be filled in by the Bidder shall also be in English. The language to which the documents are to be interpreted shall be English. Any clarification with regard to interpretation or of ambiguities discovered or pointed out after the issue of the Bid document but prior to the receipt of Bids, as to the meanings, conditions, or instructions contained in any of the issued documents, shall be valid only when such clarification is made by the Director of Health Services(MI), Meghalaya, Shillong or his authorized subordinates, through a written instruction signed by him or his authorized subordinates . Any such written clarification or amendment shall be published as corrigendum to the IFB in the Newspaper/email

or [meghealth.gov.in](http://meghealth.gov.in) & *NIC website* [meghalaya.gov.in](http://meghalaya.gov.in) website only. Corrigendum / Addenda and circular thus issued (if any) shall form part and parcel of the relevant documents. The various documents comprising the Bid document are complementary to one another and are to be taken as part of a complete, whole and mutually explanatory Bid Document.

**59. Addenda:**

Addenda to the Bid document, if any, will appear only on the web page of the or [meghealth.gov.in](http://meghealth.gov.in) & *NIC website* [meghalaya.gov.in](http://meghalaya.gov.in) website under “Latest Corrigendum” and email notification is also automatically sent to those bidders who have moved this bid to their “My Tenders” area.



**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR  
AVAILABILITY OF CREDIT FACILITIES**

**BANK CERTIFICATE**

This is to certify that M/s .....  
..... Is a reputed company with good financial standing.

If the contract for the work, namely .....  
.....  
..... is awarded to above firm, we shall be able to provide  
overdraft/credit facilities to the extent of  
Rs.....  
to meet their working capital requirements for executing the above during the contract period.

\_\_\_\_\_  
(Signature)

Name of the Bank

Senior Bank manager

Address of the Bank

**Address of the Purchaser/Paying authority:**

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

**Consignee:**

- (i) Director of Health Services (MI), Shillong.
- (ii) Director of Health Services (MI), Tura.

- i. **Installation site:** Shillong & Tura.
- ii. **Terms of Delivery:** F.O.R. Destination of Shillong & Tura.

SCHEDULE-2  
**SCHEDULE OF REQUIREMENT**

**Part-I**

	<b>Description (Name of the Items)</b>	<b>Bid Security (E.M.D.)</b>	<b>Delivery/ Installation schedule/ Completion period</b>	<b>Tender fees in Rs.</b>	<b>Eligibility</b>
1.	Complete Turnkey works for Supply & installation of one storage tank of 20 KL capacity of working pressure of 16-18 kg/cm <sup>2</sup> with storage capacity of approximate 17,500 cum Liquid Oxygen in one tank with Cylinder Filling facility	2.00 Lakhs	25 days,	Rs.5,000 /-	Manufacturer / accredited Dealer
2.	Complete Turnkey works for Supply & installation of one storage tank of 10 KL capacity of working pressure of 16-18 kg/cm <sup>2</sup> with storage capacity of approx 8,700 cum Liquid Oxygen in one tank with Cylinder Filling facility				
3.	Supply of Medical Grade Liquid Medical Oxygen as per IP: 2018 (including transport up to Shillong & Tura and including maintenance of Cryogenic storage tank)				

**Note:**

1. Bidder shall quote price for all the three items (sl 1 to 3 ) separately as per BOQ. Quoting price for single or two items shall not be considered.
2. Bidders must submit the Tender to the Directorate of Health Services (MI), Meghalaya, Shillong.
3. Bidder should submit the Tender in two parts, Part – I = Technical Bid prepared in MS WORD (only technical specifications/details of the goods and services proposed to be supplied under contract) to help in preparation of Comparative Statement and Part – II = Price Bid (BOQ).
4. All the materials should be well packed to avoid any breakage during transit.
5. The responsibility for providing after sale service would rest on the Principal equipment supplier.
6. The Principal shall be solely responsible for warranty period and maintenance of the equipment even if there is any change in the accredited dealer during the above period.
7. Bid security (EMD) to be furnished in favor of Director of Health Services (MI), Meghalaya, Shillong”
8. Bidders shall submit their Performance statement as per Performa along with certificate from the users and copy of the orders for the equipment quoted.
9. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

**PART-II: SCOPE OF INCIDENTAL SERVICES:**

- A. Installation, Commissioning, Demonstration, on-site training, Performance Supervision of on-site assembly, Start-up of the supplied Goods.
- B. The bidder shall impart education and training to upgrade the skills of the medical professionals at various levels for which a tentative program shall be submitted.
- C. Detailed Operations and Maintenance Manual for each appropriate unit of the supplied Goods are to be provided by the successful bidder.

The periodic requirement of the medical college & hospital will be directly communicated to the supplier by letter / fax / e-mail / telephone and the same shall be delivered to the indenting authority without any delay.

## SCHEDULE-3

### **TECHNICAL SPECIFICATIONS.**

#### **1. Requirement:**

- a. Complete Turnkey job for Supply & installation of one storage tank of 20 KL capacity of working pressure of 16-18 kg/cm<sup>2</sup> with storage capacity of approximate 17,500 cum oxygen gas in one tank with cylinder filling facility.
- b. Complete Turnkey job for Supply & installation of one storage tank of 10 KL capacity of working pressure of 16-18 kg/cm<sup>2</sup> with storage capacity of approx 8,700 cum oxygen gas in one tank with cylinder filling facility.
- c. Supply of Medical Grade Liquid Medical Oxygen as per IP: 2018 (including transport up to any Govt. Medical Institution and including maintenance of Cryogenic storage tank)

#### **2. Terms & conditions:**

- a. Periodical check-up and maintenance of LOX tank by technician shall be provided from vendor side.
- b. Immediate refilling the storage tank is to be done from vendor side as and when required.
- c. Must have at least 4 Nos. of dedicated tanker vehicles for transportation of liquid Oxygen with valid PESO license & other related works.
- d. Civil works as per requirement to be done from vendor side for foundation of storage tank.
- e. Connection and installation up to existing pipeline manifold (approx 75meter).
- f. Time of completion - 30 days for installation of storage and supply of Liquid oxygen shall be within 12 hours.

#### **3. Mode of measurement of Liquid Medical Oxygen:**

By weight of tanker. The conversion factor of 1 k.g. of liquid oxygen = 0.770 cum/ 1 ltr of liquid oxygen =0.877cum.

#### **4. Warranty of equipment:(i.e. storage of tank and other related equipment)**

Five year from the date of commissioning of the project and

#### **5. Purity of Medical grade liquid oxygen:**

The purity of liquid oxygen should be 99% or more.

#### **6. Technical Specification of Cryogenic Tank:**

- I. Capacity - 10KL + 10% ; 20KL +10%.
- II. Alarm VIE (Vacuum Insulated Evaporator)
- III. Low Content Level (Audio Visual)
- IV. Low Pressure alarm (Audio Visual) and back up at manifold room.
- V. Alarm VIE low pressure alarm (Audio Visual) low pressure in pipeline system.
- VI. The Tank/Vessel should have two separate liquid withdrawal valve with dual parallel regulator system for uninterrupted supply, allowing lines to be sub-

sequentially closed for maintenance / repair.

- VII. Three way gauge valve for isolation of line pressure with manual control.
- VIII. The vessel should be maintained in such a way as to keep natural evaporation rate less than 1% per day.
- IX. The vessel should be double walled insulated with MAWP (Max allowable working pressure: 16 - 18 kg/cm<sup>2</sup> as per ASME/EN/Equivalent)
- X. The vacuum insulated tank (VICC) should consist of an inner vessel made of stainless steel, designed for a positive pressure at cryogenic temperature and an outer vessel made of carbon steel, designed for vacuum. The inner vessel should be supported on the outer vessel. The in between space is filled with perlite powder to sustain cryogenics temperature and vacuum.
- XI. The vessel is to be supported with valves, devices, inbuilt vaporizer, liquid level gauge and pressure gauge on the front side at easy readable height. Both the gauges are duly calibrated.
- XII. The atmospheric vaporizer should be of suitable alloys to be operated at low pressure for continuous supply of oxygen gas. The vaporizer will be put in tandem with the main vessel, with the function of converting LMO into gaseous form for onward supply.
- XIII. Should provide ambient air heat exchanger which is able to vaporize 150 - 200Nm<sup>3</sup>/Hr LMO into vapour.
- XIV. The Regulator to be installed should be a pressure regulator, made of cast steel/( powder coated), with bonnet and trim parts which are able to maintain the required flow.

**7. Space for installation of storage tank of Medical Grade Liquid Oxygen shall be provided by the purchaser.**

**8. Additional Technical Specification (for Cylinder filling)**

- i) Air Heated Vaporiser : 300NM<sup>3</sup>
- ii) Liquid Oxygen Pump with Starter : 5.5Kw (7.5HP)
- iii) Cylinder filling manifold & pipeline : 12 nos x 2 sides

## **SCHEDULE-4**

### **Annexure-I**

#### **PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last three years)

IFB No. :

Date of opening:

Time :

Name and address of the bidder:

Name and address of the manufacturer:

Order placed by (full address of Purchaser with Phone number)	Order number and date	Description and quantity of ordered goods and services with the warranty period for similar nature of	Value of Order* (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)
				As per contract	Actual		

Signature and seal of the bidder

\* Value including all taxes.

**Annexure-II**

**BID FORM AND PRICE SCHEDULES**

IFBNo.

Date

To

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

Sir/Gentlemen,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents for the sum of (total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence delivery within (number) days and to complete delivery of all the items specified in the contract and to perform all the incidental services within (number) days calculated from the date of your notification of award.

If our bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10 % (Ten) percent of the contract price for the due Performance of the contract.

We agree to abide by this bid for a period 365 days from the date of opening of the bid (please specify the calculated date) and it shall remain bidding up on us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of ....

Signature  
(in the capacity of)

Duly authorized to sign tender for and on behalf of .....

**Annexure-III**

**PRICE SCHEDULE (BOQ) FOR DOMESTIC GOODS OR GOODS OF FOREIGN  
ORIGIN LOCATED WITHIN INDIA**



**Annexure-IV**  
**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To **The**(Name and address of the purchaser).WHEREAS\_(Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no\_\_\_\_\_dated\_\_\_to supply (description of goods and services) (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_  
\_\_\_\_\_(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid up to ..... months from the date of satisfactory installation of the equipment i.e. up to ----- (indicate date).  
..... (Signature with date of the authorized officer of the Bank)  
..... Name and designation of the officer  
.....  
Seal, name & address of the Bank and address of the Branch

**Annexure - V**

**DECLARATION**

**On**

**Manufacturing facilities / After Sales Service**

**Tender enquiry No**

For supply of

- 1 Name of the bidder
- 2 Full Postal Address
- 3 Telephone No./Fax No.
- 4 Email address
- 5 Date of inception of business
- 6 Registration no. & Date
- 7 Issued by
- 8 Valid till
- 9 Details of manufacturing activity & item wise capacity
- 10 Detail of After Sales Service facilities available locally  
Name of the Agency  
  
Full Postal Address  
  
Phone / Fax / E-mail

- 11 Name of person responsible for 10above

Sl. No.	Name	Designation	Age	Residential Address

- 12 Has the bidder ever been black listed by any govt. agency? If yes, give details
- 13 Has any cases pending in the court related to any supplies? If yes, give details
- 14 Does the firm have the adequate facilities for inspection and quality control? Please give details

I, \_\_\_\_\_ Proprietor/ Partner /Director of M/s  
\_\_\_\_\_ hereby declare that the information given in  
this form is true and correct to the best of my knowledge & belief. I/we agree to the tender  
Inviting Authority forfeiting the Earnest Money Deposit and/or Performance Security Deposit  
and blacklisting us for a period of 5 years, if any information furnished by us proved to be false  
at the time of inspection and non – compliance with terms and conditions of the contract

I offer to supply the items mentioned in the schedule (enclosed in price bid) at the rates  
quoted therein. I agree to hold this offer for one year after finalization of rate contract.

Dated:

Signature

Name of the bidder

Address

## ANNEXURE-VI

### ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s\_\_\_\_\_for the past three years and concurrent commitment for the current financial year are given below and certified that the statement is true and correct.

<b>Sl. No</b>	<b>Year</b>	<b>Turnover (Rs. in lakhs)</b>
1	2017-18	
2	2018-19	
3	2019-20	
	Total	
	Average turnover per annum	

Date:  
Seal:

Signature of Auditor/ Chartered Accountant  
(Name in Capital)

## Annexure-VII

### UNDERTAKING

To

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

IFB.NO. \_\_\_\_\_

Sir,

1. I, Shri \_\_\_\_\_, 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 tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of two years from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the purchaser to supply all the offered equipment. The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the **MRP/ prevailing market rate**. Further, it is also certified that I/we will not quote lower rates for similar equipment to be supplied by us to any Government / Private institution in the next one year.
3. I/We undersigned hereby bind myself/ourselves to the purchaser to provide that the rate for CMC quoted in this tender are not higher than the CMC rates with which the bidder has supplied similar equipment to any Government/ private organization in the last one year. Further, it is also certified that I/we will not quote lower CMC rates for similar equipment to be supplied by us to any Government / Private institution in the next one year.
4. 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 Director of Medical Education, Assam (hereinafter called the said Director) as regards to the quality and specification of article shall be final and binding on me/us.
5. We undertake to provide backup services of Trained Technical Personnel on round-the-clock basis for emergency problem.
6. We undertake and confirm that the equipment shall be covered by our standard warranty as shown in the requirement. In case of any defect reported, the defective part shall be replaced.

7. We shall organize technical seminars / workshops at various locations within the State to impart education and training to the medical professionals as and when requested by the purchaser.
8. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
9. 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.
10. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
11. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
12. We hereby declare that there is no vigilance/anti-corruption or court case pending against us at the moment.

SIGNATURE :

NAME&DESIGNATION :

DATE :

NAME &ADDRESSOF  
THEFIRM :

SEAL :

**ANNEXURE-VIII**

**UNDERTAKING  
ON  
FRAUD AND CORRUPTION**

We M/s..... Do hereby undertake that, in competing for (and, If the award is made to us, in executing) the subject contract for supply of Equipment under tender reference no.....Dated..... We shall strictly observe the laws against fraud and corruption in force in the country.

Sd/-  
Signature of proprietor/Partner/Director

Designation:

Seal:

**Annexure-IX**

**MANUFACTURERS' AUTHORISATION FORM**

To,

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

Dear Sir,

IFB No. \_\_\_\_\_

We \_\_\_\_\_, who are established and reputable manufacturers of \_\_\_\_\_, having factories at \_\_\_\_\_ and \_\_\_\_\_, Hereby authorize Messrs. \_\_\_\_\_ (name and address of agents) to bid, negotiate and conclude the contract with you against IFB No. \_\_\_\_\_ for the above goods manufactured by us.

No company or firm or individual other than Messrs. \_\_\_\_\_ are authorized to tender negotiate and conclude the contract in regard to this business against this specific IFB as also for all business in the entire territory of India.

An agency commission of \_\_\_\_\_% included in the gross ex-works price is payable to Messrs. \_\_\_\_\_

We hereby Certify that the Machine / spare parts do not contain any recycled or reconditioned parts or components. **Process for Prosecution or legal proceedings would be initiated for non-compliance of the same.**

We hereby extend our full guarantee and warranty as per clauses of contract for the goods offered for supply against this Invitation for Bid by the above firm.

Our other responsibilities include:

- (i) \_\_\_\_\_
  - (ii) \_\_\_\_\_
- (here specify in detail manufacturer's responsibilities)

The services to be rendered by Messrs. \_\_\_\_\_ are as under:

- (i) \_\_\_\_\_
  - (ii) \_\_\_\_\_
- (here specify the services to be rendered by the agent).

Yours faithfully,  
(name)

For and on behalf of Messrs. \_\_\_\_\_ (name of manufacturer)

**NOTE:** This letter of authorization should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. **A copy of notarized power of attorney should also be furnished.**



## ANNEXURE-X

### AGREED TERMS & CONDITIONS

IFB No. \_\_\_\_\_

A. Details of Bidder

<b>Bidder</b>	
<b>Offer Ref</b>	
<b>Contact Person:</b>	
<b>Telephone No.</b>	
<b>Fax No.</b>	
<b>E-mail:</b>	
<b>Signature:</b>	

B. **Definitions**

1. "Purchaser" means Director of Health Services (MI), Meghalaya, Shillong or his authorized representative.
2. "Bidder" or "Tenderer" means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
3. "Vendor" or "Supplier" means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. "Site" means the premises of Shillong / Tura or any other place as decided by the purchaser.

**NOTE: The questionnaire below must be duly filled in and should be enclosed with the bid. Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire. Clauses not applicable or not relevant may be marked NA.**

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation/ furnished separately)
<b>C. Technical</b>		
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification And scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that equipment catalogue and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ deviations furnished.	
6.	Confirm that Earnest Money Deposited (EMD) as per bid document, for each schedule quoted, enclosed.	
<b>D. Commercial</b>		
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted prices are on duly installed and commissioned at site basis including packing & forwarding (P & F) all duties and taxes viz. GST, freight, insurance, installation & commissioning at site.	
3.	Confirm furnishing of detail price break-up of each item showing all components of cost separately with basic price of equipment and other costs on % age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and duties within the Contractual delivery period shall be borne by the purchaser.	
5.	If there is any variation or fresh imposition of applicable Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by you.	
6.	If 5 above is not acceptable, advise maximum possible rate of applicable Duty chargeable, which shall be loaded to you price.	
7.	Confirm that in case of delay on you account any new or additional duties and taxes imposed after the contractual delivery date shall be to you account. This will be in addition to Price Reduction for Delay in Delivery.	

8.	Confirm acceptance of Price Reduction Schedule for delay in Delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order of value.	
9.	Indicate Firm Delivery Period, which shall be counted from the date of placement of order and date of commissioning and acceptance of the installed equipment by purchaser's representative shall be considered as the delivery completion date.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	Force Majeure—Delivery period, price reduction termination etc are subject Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain Firm & fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than quoted / agreed prices to any Govt. or Public Medical Institution. b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriated discount(Copy of Price list to be enclosed).	
14.	a) Confirm that all inspection & testing charges including 3 <sup>rd</sup> party inspection (if required) included in the price. b) Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the purchaser along with the equipment.	
15.	a) Confirm that erection, commissioning, trial run and handing over to the purchaser, after successful commissioning is your responsibility at no extra cost. b) Specify facilities (if any), like water supply/ electric power to be provided by the purchaser for commissioning of the equipment.	
16.	Packing / forwarding, transportation, loading/unloading and insurance are your responsibility. However, to protect the equipment from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing & lifting arrangement. PI confirms compliance.	

17.	The material / equipment shall be guaranteed against any and all defects in design, workmanship, material & performance for a period shown in the Technical specification, from the date of commissioning and handing over to the purchaser. Should any defect detected or develop during the guarantee period, it shall be remedied promptly free of cost by the supplier and all expenses including transportation of goods necessitated for such repair and replacement shall be done by the supplier. Pl confirm acceptance.	
18.	Confirm that Performance Bank Guarantee shall be furnished for 10% of the total order value valid till guarantee period of the goods.	
19.	Confirm acceptance of Part order.	
20.	Confirm acceptance of Repeat order within 12 months from the date of basic order at same price and terms & conditions.	
21.	It is noted that the purchaser would disown any responsibility / liability toward irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
22.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Condition indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
23.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, during execution of the order, without resorting to any fraud, corruption and/or coercion.	
24.	Confirm that the offer shall be valid for a period of 365 days from the date of bid opening.	

**Annexure-XI**

**EMD (BID SECURITY) FORM (BANK GUARANTEE)**

Whereas... [name of bidder](herein after called “the bidder”) has submitted his tender dated .....(date) for the supply of(hereinafter called “the bid”).

**KNOW ALL MEN by these presents that we.....of .....having registered office at .....**

(hereinafter called “the bank”) are bound up to the Director of Health Services(MI), Meghalaya, Shillong(hereinafter call “the purchaser”) in the sum of.....for which payment well and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said bank this .....day of ....., 2017.

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
  - (a) fails or refuses to execute the contract form, if required or;
  - (b) fails or refuses to furnish the Performance Security, in accordance with the clauses of the tender.

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it, is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 (Ninety) days after the period of bid validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature of the bank

Seal  
Date.....  
Place.....  
Witness.....  
.....  
(signature, name and address)

**Annexure-XII**

**PERFORMANCE SECURITY FORM (BANK GUARANTEE)**

To

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

Whereas... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No.....dated... 2017 to supply (Description of goods and services (hereinafter called "the contract").

And whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we have agreed to give the supplier such a bank guarantee.

Now therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of..... (amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

**This guarantee shall be valid** for the entire period of warranty from the date of completion of order.

Place and Date

Signature and seal of the guarantor

**Annexure-XIII**  
**CONTRACT FORM**

**(To be stamped as an agreement in the court stamp paper valued Rs. 100/-)**

This agreement made the .....day of..... 2019 between the Governor of Assam (hereinafter “the purchaser”) of the one part and (name of supplier) of (address, city and country of supplier) (hereinafter “the supplier”) of the other part.

Whereas the purchaser is desirous that certain goods and ancillary services, viz. (brief description of goods and services) and has accepted a bid by the supplier for supply of those goods and services in the sum of (contract price in words and figures) (hereinafter “the contract price”).

Now this Agreement witnesses as follows:

01. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:

- (a) the Technical Specifications,
- (b) the Terms and Conditions of the Tender Document
- (c) the Supplier’s bid and original Price Schedules and
- (d) the Purchaser’s Notification of Award

02. 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.

03. 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. Brief particulars of the goods and services which shall be supplied/provided by the supplier are asunder:

SL. No.	Brief description Of goods/services	Quantity to be supplied	Unit price	Delivery terms (FOB/CIF/FOR etc)

Total value:

Delivery schedule:

In witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the said..... (for the purchaser)  
in the presence of .....

Signed, sealed and delivered by the said..... (for the supplier)  
in the presence of.....

...

Note: In view of COVID-19 pandemic and in anticipation of urgent requirement of Medical Oxygen Gas in escalated quantity in the immediate future, no prayer for extension of bid submission date shall be entertained.

Further, owing to the aforementioned emergency, the tendering authority shall proceed to finalize the tender even if a single bid is received.