

OFFICE OF THE DIRECTOR OF HEALTH SERVICES (MI)
MEGHALAYA SHILLONG

Ph. No – 0364-2224354
Fax No. – 0364-2224354


NOTICE INVITING TENDER

NO. HSM/PB/07/2020/38258

Dated Shillong, the 12/2/2021

Sealed bids affixing Non-Refundable Court Fee Stamp of Rs. 500/- 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/envelope, are invited by the DIRECTOR OF HEALTH SERVICES (MI), Meghalaya, Shillong for supply of Hospital Equipments/items as per specification and terms and conditions from reputed and experienced manufacturers or their authorized distributors/dealers.

The Detailed Tender documents, etc may be obtained from the Office of the undersigned on payment of Rs.2000/- (Rupees Two thousand) only in the form of Demand Draft on all working days between 12.00 noon to 4 P.m. Tender documents will be issued from 18th February 2021 to 26th February 2021 and shall be received till 1st March 2021, up to **3 P.M.** The date and time for opening of the Tender in the presence of Tenderer / Representative will be on **1st March 2021 at 4.30 P.M** *in the Office Chamber of the Director of Health Services (MI), Meghalaya, Shillong.*


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

**TENDER FOR SUPPLY OF HOSPITAL EQUIPMENTS/ITEMS 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. : HSM/PB/07/2020/38258 dated 12/02/2021

DATE OF COMMENCEMENT OF SALE : 18th February, 2021.

OF BID DOCUMENT

LAST DATE FOR SALE OF BID DOCUMENT : 26th February, 2021

LAST DATE & TIME OF RECEIPT OF BID : 1st March, 2021 at 3.00 P.M

TIME AND DATE OF OPENING OF BID : 4.30 P.M on 1st March, 2021

PLACE OF OPENING OF BID DOCUMENTS : Office Chamber of DHS(MI) at Shillong.

ADDRESS FOR COMMUNICATION : DHS (MI), Red Hill Road, Laitumkhrach,
Shillong.

COST OF TENDER DOCUMENTS : Rs. 2000/- (Rupees Two thousand) only



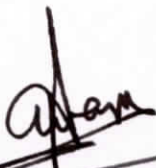
Bidding Document issued to

M/s.....

On dated..... against the receipt of Rs..... () only in the form of

DD No.....

Dated.....



DHS (MI),

Meghalaya, Shillong

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

Department of Health & Family Welfare, Govt. of Meghalaya

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Name and Address of the Purchasing/Implementation Organization.

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

Telephone No:- 0364-2224354

Fax No. - 0364-2224354

INVITATION FOR BID

Sealed bids affixing Non-Refundable Court Fee Stamp of Rs. 500/- 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/envelope, are invited by DIRECTOR OF HEALTH SERVICES (MI), Meghalaya, Shillong for supply of Hospital Equipments/items as per specification and terms and conditions from reputed and experienced manufacturers or their authorized distributors/dealers and shall be received till 1st March, 2021.

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Scope of Work:

Bidder's scope of work and supply shall comprise of supply, installation and satisfactory demonstration of equipments as mention in 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 Equipments/Items 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. The offers of firms who are not manufacturers or direct authorized agent will not be summarily rejected. Sub distributors will not be accepted.

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/- 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.

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- 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 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 with 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 assigning any reason and without any liability or liquidated damages.

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- 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 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 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/- (stamp duty to be paid by the bidder as per proforma in "**Annexure F**" within 10 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, to 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 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
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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 of 1 year, 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 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 years after the expiry of warranty period, in terms of Comprehensive Maintenance Contract to be entered between the Supplier / Manufacturer and purchaser.

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- iv. Response Time for Breakdown calls: Maintenance personnel shall attend to the breakdown within 72 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 years from the date of installation of the machine.

4) PAYMENT TERMS:

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

5) TECHNO-COMMERCIAL BID 'COVER A'

- i. All bid must be accompanied by bid Security/Earnest Money deposit (EMD) of **Rs.50,000.00** (Rupees Fifty thousand) 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.

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- vi. Bidder's Valid GST Certificate
- vii. Valid Trading License Certificate for Non Tribals. No work will be allotted to Non Tribal bidder, except under a valid Trading License issued by the Khasi Hills Autonomous District Council, Shillong. 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/- 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 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 Distributor should have experience of minimum 5 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 quoted shall be furnished. These lists not indicate prices of the items and hence shall constitute the Un-priced Bid of the Bid Document. The

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list shall 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 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 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 equipments.
- 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 for the equipment will be available for a period of at least 5 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 AND INSTALLATION OF HOSPITAL EQUIPMENTS/ITEMS UNDER DHS(MI), GOVERNMENT OF MEGHALAYA

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

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6) PRICE/FINANCE 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 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 EQUIPMENTS/ITEMS
UNDER THE DHS(MI), GOVERNMENT OF MEGHALAYA.**

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

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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 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 years. The Security Deposit shall be returned on completion of the Warranty period of the goods supplied. The Performance Security of **Rs.50000.00** (Fifty thousand) only in the form of BG/DD will have to be furnished within 15 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/- (stamp duty to be paid by the bidder) as per proforma in (Annexure-F) within 10 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 days for goods manufactured in India and 120 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

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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) WAIVAR / 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 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 years, in

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addition to the forfeiture of EMD and Bank Guarantee for Performance Security and other penal provisions.


DHS(MI) Meghalaya, Shillong.

Dated: _____

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



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 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 Equipments/Items. 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 our authorized agent at no extra charge.
2. **Comprehensive warranty:** The medical equipment, supplied shall be covered under comprehensive warranty for 1 year, 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 years after expiry of warranty period, in terms of Comprehensive Maintenance Contract to be entered into between us / Manufacturer

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- and the Purchaser. Response Time for Breakdown calls: Maintenance personnel shall attend to the breakdown within 72 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 without assigning any reason.
 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 Govt. 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 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 5 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 _____ .

Department of Health & Family Welfare, Govt. of Meghalaya



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 _____.

Department of Health & Family Welfare, Govt. of Meghalaya



SPECIFICATIONS:**1. Tanita MC-780 body Composition Analyzer for Dialysis****Measurements**

- Weight kg
- Body fat %
- Fat mass kg
- Fat free mass kg
- Muscle mass kg
- Body Mass Index
- Bone Mass kg
- Basal Metabolic Rate
- Metabolic Age
- Visceral Fat Rating
- Total Body Water %
- Total Body Water kg
- Extra Cellular Water kg
- Intra Cellular Water kg
- Extra Cellular Water kg
- Extra Cellular Water/Total Body Water Ratio
- Physique Rating
- Segmental reading for each leg, arm and trunk:
 - Muscle Mass, Muscle Mass Rating, Fat %, Fat Rating
- Body Balance Evaluation
 - Physique Rating, Muscles Mass Balance, Leg Muscle Score
- Phase Angle
- Reactance & Resistance data

Features

- MDD approved NAWI Class III
- Max weight capacity 270 kg/ 0.1kg
- 3-frequency allows intra and extra cellular water measurements
- Accuracy highly correlated to DEXA and highly repeatability under normal clinical working conditions

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- Advanced BIA technology allows full segmental body composition analysis in less than 15 seconds
- In-built SD card allows data to be saved and transferred for further data analysis
- User friendly operation with interactive display
- USB connection ports available
- Detailed, easy-to-read reports can be directly printed from a Pictbridge printer after measurement is made
- Display console can be reversed for confidential readings for children, and for oversized, obese clients step on
- Lightweight separate version available for easy transportation
- Calibrated up to 3,00,000 uses
- Made in Japan, Guarantee the highest level of manufacturing and product quality.

2. O.T. Table

SPECIFICATION OF OPERATING TABLE(Electromechanical Operation Theatre Table)

1. Should be Four section eccentrically positioned radio-translucent table top with C-arm compatibility
2. Should have Removable and interchangeable Head and Leg section
3. Should have four motorized functions – Height Adjustment, Trendelenburg tilt, reverse Trendelenburg tilt, Lateral tilt and Back section).
4. Should meet the needs of Ortho Provision and all major surgery
5. Should be a four section table top
6. Should attain zero position
7. The table length should be at least 1900mm
8. Tabletop Width should be minimum 500mm
9. The table minimum height range without mattress should be 700 mm or more and maximum 1000 mm without mattress
10. Should have a weight bearing capacity of at least 200kg or more
11. Head section adjustment should be + degree 50 /-90 degree, (5% variation acceptable)
12. Leg section adjustment +degree 50/ - 90 degree
13. Kidney Bridge manually operated 125mm
14. Table up and down movement by Electromechanical system
15. Should have single or splitted leg section
16. Should have user friendly hand set
17. Should have auxiliary control on column
18. Should have battery back up
19. Should be provided with standard accessories as follows
 - a. " L " SHAPED Anesthetic screen
 - b. Padded shoulder support - 1 Pc
 - c. Padded lateral support - 1 Pc
 - d. Radio- Translucent arm board with Pad - 1 Pc
 - e. Goepel Knee Crutch with Straps - 1 Pc
 - f. PU Foam Mattress - 1 Pc
 - g. Body Strap - 1 Pc

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20. Should have provision to attach optional Accessories for Urology, Gynecology , Orthopaedics Surgery. Accessories should be of the same company as the Table. Prices should be quoted seperatedly and will be purchased only if required. Quoting company should quote for all the accessories.

Accessories for Orthopaedics Surgery

- i. Orthopedic Leg Traction Device - Hanging type - SS304 Grade Stainless Steel. With screw controlled foot traction apparatus, supplied with Ortho Shoes, Perineal Post and Sacral Rest.
- ii. Orthopedic Leg Traction Device - Floor mounted - SS304 Grade Stainless Steel .With screw controlled foot traction apparatus, supplied with Ortho Shoes, Perineal Post and Sacral Rest. Mounted on wheels for easy maneuverability
- iii. Weinberger's Hand Traction Device - SS304 Grade Stainless Steel
- iv. Popliteal Support Holder – Pair
- v. Tibia Support. L-shaped Knee Rest with pad, can be tilted by toothed swivel joint
- vi. Tibia Support. L-shaped Knee Rest with pad
- vii. Hip Nailing Support (Inner Thigh Rest with pad)
- viii. Radio-translucent Hand Operating Table with telescopic support
- ix. Steinmann Pin Holder – SS304
- x. Pivoted Counter traction post for tibia and fibula with straight-line or downward angle traction with radio-translucent, padded roll, height adjustable, can be tilted by toothed swivel joint, with telescopic horizontal guide tubes for traction device (to be taken from basic Leg extension device)
- xi. Shoulder Surgery Attachment (Beach Chair Position) : 4 Section back plate with detachable side sections, unimpeded anterior-posterior image intensifier usage. Supplied with Horseshoe-shaped Headrest with adjustable height and flexible positioning via stabilized ball-and-socket joint
- xii. Set of Back-Buttocks Support (2 pcs) and Pubis-sacrum-sternum Support (1 pc) (THR/TKR Supports) : PUF Pad 170 x 120 mm and 85 x 85 mm respectively, height adjustable, Flexible positioning with two joints, with additional longitudinal extension.
- xiii. Arthroscopy Positioning Device (Arthroscopy Clamp), fully made of SS304 Grade Stainless Steel, screw controlled width adjustment for easy and accurate positioning and tight fixation of leg, height adjustable via clamp, PUF pads
- xiv. Knee Support (for TKR) – Tubular, height adjustable via clamp, PUF padded.
- xv. Foot Support (for TKR) – Pair: Tubular, height adjustable via radial setting clamp (not included), PUF padded
- xvi. Knee Chest Positioning Device for interventions at spinal column, PUF padded knee support with manually adjustable height, padded buttocks support mounted via two radial setting clamps: adjustable lateral supports for securing the patient's thighs
- xvii. Radiolucent Spinal Bridge Wilson, fully made of SS304 Grade Stainless Steel, PUF pads, individually adjustable to the width of the patient ; flexion range manually adjustable with hand crank
- xviii. Spinal Bridge Wilson, fully made of SS304 Grade Stainless Steel, PUF pads, individually adjustable to the width of the patient ; flexion range manually adjustable with hand crank
- xix. Spinal Frame, fully made of SS304 Grade Stainless Steel, PUF pads individually adjustable in height and width for maximum patient comfort
- xx. Horseshoe Headrest - Imported, for prone/supine position, made of aerospace grade aluminum magnesium alloy for light weight but high strength, surface smooth anodized for anti-corrosion, anti-aging and beautiful appearance. Beautifully packed in aluminum alloy box for easy carrying and safe storage.
- xxi. Horseshoe Headrest for prone/supine position, made of aluminum alloy
- xxii. Horseshoe Headrest - two-piece type with traction Pulley attachment for prone/supine position made of aluminum alloy.

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- xxiii. Cervical Spine Headrest with traction Pulley attachment for prone/supine position, with longitudinal extension, adjustable height and flexible positioning via stabilized ball-and-socket joint fully made of SS304 Grade Stainless Steel.
- xxiv. Adjustable Arm Rest: PUF Padded 200/300/400 mm long with stabilized ball- and-socket joint, with clamp.
- xxv. Upper Arm Posturing Plate (Prone Position): PUF Padded plate 210 x 260mm, radio translucent, height adjustable via clamp
- xxvi. Upper Arm Posturing Plate (Lateral Position): PUF Padded plate 210 x 260mm, radio translucent, with stabilized ball and socket joint, with clamp
- xxvii. Accessory Trolley S.S.: Overall dimensions: 685x610x1375mm, fitted with 3 SS wire mesh basket of size 610x505x150mm, mounted on four 75mm dia castors with lock.

Accessories for Gynaecology and Urology

- i. SS TUR Drainage Tray with stainless steel sieve and drain hose
- ii. SS Drainage Tray with drain hose
- iii. Goepel Knee Crutch (Lithotomy Crutch) - Pair: with stabilized ball-and socket joint, PUF moulded pads with velcro fastening straps, made of SS304 Grade Stainless Steel.
- iv. Lloyd Davies Stirrups - Pair: with dual stabilized ball-and-socket joints, PUF moulded pads with velcro fastening straps, made of SS304 Grade Stainless Steel.
- v. Gas Spring Assisted (Lithotomy Crutch) – Pair: Infinite positioning of the legs, easily adjustable with pneumatic support, Knee Crutch is adapted automatically when leg position is adjusted, One-hand operation, Pressure relief of the calves thanks to soft padded insert, Protects from positioning injury in the vicinity of the nerves peroneus

Accessories for General Surgery

- i. Adjustable Arm Rest: PUF Padded 300/400 mm long with stabilized ball-and- socket joint, with clamp.
- ii. Lateral Support: One pair, PUF Pad 215 x 100 mm, height adjustable
- iii. Universal Support: One pair, PUF Pad 195 x 65 mm, height adjustable, flexible positioning with ball & socket joint.
- iv. Set of Back-Buttocks Support (2 pcs) and Pubis-sacrum-sternum Support (1 pc) (THR/TKR Supports) : PUF Pad 170 x 120 mm and 85 x 85 mm respectively, height adjustable, Flexible positioning with two joints, with additional longitudinal extension
- v. Upper Arm Posturing Plate (Prone Position): PUF Padded plate 210 x 260mm, radio translucent, height adjustable via clamp
- vi. Upper Arm Posturing Plate (Lateral Position): PUF Padded plate 210 x 260mm, radio translucent, with stabilized ball and socket joint, with clamp
- vii. SS Mayo Instrument Table 450 x 300 mm, for fastening on the side rail using radial setting clamp, with radial setting clamp
- viii. SS Instrument Tray 405 x 280 mm, with frame hanger
- ix. SS Infusion Stand for fastening on the side rail via clamp, height adjustable
- x. Split Leg Section for OT Table with up & down and horizontal abduction function.
- xi. Foot Extension Plate 600mm long with telescopic support and mattress
- xii. Circular Cushion; PU foam, diameter 100/150 mm, length 465 mm
- xiii. Semi-circular Cushion; PU foam, 180 x 115 x 465 mm.
- xiv. Head Ring; PU foam, diameter 205mm, height 40 mm
- xv. Body Strap with Velcro strap, continuously adjustable in length. Wide: 100 mm, length: 1500 mm.



Patient Positioning Gel Pads (For Adult)

- i. Head Neck Base 160 x 38 mm
- ii. Head Base 200 x 50 mm
- iii. Head Base Ring 200 x 45 mm
- iv. Horseshoe 200 x 50 mm
- v. Crutch Pad (Pair, Set of 2) 320 x 220 x 10 mm
- vi. Universal Pad 510 x 350 x 10 mm
- vii. Knee/Arm Rest 500 x 150 x 35 mm
- viii. Knee/Arm Rest 350 x 150 x 35 mm
- ix. Prone Head Rest Gel 240 x 240 x 140 mm
- x. Prone Position Bed 600 x 490 x 180 mm
- xi. Flat Prone Bed 650 x 490 x 180 mm
- xii. Dome Positioner-150 510 x 150 x 150 mm
- xiii. Dome Positioner-110 510 x 150 x 110 mm
- xiv. Dome Positioner-80 510 x 150 x 80 mm
- xv. Dome Positioner-80/350 350 x 150 x 80 mm
- xvi. Heel Pads (Pair, Set of 2) 190 x 120 x 70 mm

Patient Positioning Gel Pads (For Neonatal & Paediatric)

- i. Mini Head Base (Neonatal) 90 x 20 mm
- ii. Head Base Ring (Neonatal) 90 x 20 mm
- iii. Mini Horseshoe (Neonatal) 90 x 20 mm
- iv. Neonatal Roll 38 x 38 x 120 mm
- v. Neonatal Roll 30 x 20 x 120 mm
- vi. Neonatal Roll 25 x 25 x 120 mm
- vii. Neonatal Head Cradle – Preterm 135 x 150 x 52 mm
- viii. Neonatal Head Cradle - Full Term 185 x 155 x 72 mm
- ix. Head Ring (Paediatric) 140 x 35 mm
- x. Horseshoe (Paediatric) 140 x 40 mm
- xi. Neonatal / Paediatric Roll 50 x 50 x 180 mm
- xii. Neonatal Full Size Phototherapy Pad 510 x 350 x 10 mm

3. D&C + D&E Endoscopy Processing Unit

Specifications for D&C + D&E Endoscopy Processing Unit

- (i) mv901 - Endoscopy Processing unit and work station TFT LCD 8 inch Monitor (800x600)
- (ii) RL 1207- Disposable sterile minimal invasive Endoscope with Optical Camera resolution 201p/mm 7mm USFDA approved.
- (iii) RL 1209-Disposable sterile minimal invasive Endoscope with Optical Camera resolution 201p/mm 9mm USFDA approved.
- (iv) -Monitor Stand for Endoscopic processing Unit.

Warranty free replacement on Monitor for 1 year for any technical and manufacturing defects.

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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 from the date of opening of the bid documents?	
23	Have you submitted users list of quoted items?	

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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 5 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)

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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

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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 _____

