

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Shillong

(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)

Director's Block, Mawdiangdiang, Shillong 793 018, Meghalaya

Store & Procurement:

Fax/Tel: (0364) 2538032

ENQUIRY No: NEIGR/S&P/Enquiry/OT- 04/2010-11

File No. : NEIGR/S&P/7/2008

Email: store__neigri@bsnl.in

Dated: 04/06/2010

Date & time for receiving offers: 13.30 hrs of 02/07/2010

Date & time for opening techno-commercial bid: 14.00 hrs of 02/07/2010

Date & time for Pre-Bid Conference: 14.00 hrs of 11/06/2010

Sub: Open Tender Notice for concluding rate contract for procurement of Sealed Maintenance Free (Lead Acid Battery) of 28AH, 42AH, 65AH, 75AH, 100AH for the Institute.

Offers are invited on behalf of Director, NEIGRIHMS, Shillong from reputed Manufacturers /Distributors / Dealers for tentative requirement of stores / items / services in sealed cover, addressed to the Deputy Director (Admn.), NEIGRIHMS, Mawdiangdiang, Shillong – 793018 with the words "Tender No & Date", with due date boldly superscribed on the top of the envelope and the offer can be sent by registered / sped post or dropped in the Tender Box of the Institute placed near Store & Procurement Section, Top Floor, Director's block of the Institute.

Sealed bids are invited (under two bid system) in two separate sealed covers duly marked "Techno-Commercial Bid" and "Price/Finance Bid", placed in another sealed cover/envelope .

Supplier/Vendor/Contractor should note that the following terms and conditions will apply specifically in addition to the Rules and regulations applicable to purchases in the Government of India.

1. Please note that no counter proposal is acceptable to us and conditional / late tenders are liable to be rejected.
2. Vendors / Contractors are required to submit copies of Sales tax/ VAT registration & associated documents and dealership / distributorship documents, Manuals / Pamphlets issued by the competent authority.
3. No work will be allotted to Non-tribal bidder, contractors, suppliers, stockist, bonded warehouse, private carriage contractors, cooperative societies, etc except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong.
4. Manufacturing organizations should preferably have Quality assurance certification like ISO 9001, ISI/BIS/CE/FDA certification, DGSD registration documents issued by the authorized organization, attested copies of the same are to be produced with the tender. Firms quoting on behalf of their manufacturer should also attach said certificate of their manufacturer to select reputed firms and quality products failing which their offers may be summarily rejected.
5. The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the purchaser's specifications*) and this warranty shall remain valid for two years (2) years after the goods or any portion thereof as the case may be, have been delivered to the final destination.
6. In case of Stores with life: a) Stock should be supplied to this Institute from the latest batch and such stock should have a minimum life period of two years, depending upon the normal potency prescribed thereof. b) In the event of such stores not being utilized by NEIGRIHMS, Shillong, within their life period, the bidder shall replace the unutilized stocks by fresh stock without any extra cost.
7. Stores will be accepted subject to the condition of verification and inspection by the competent authority / inspecting agency and the offer should be valid at least one year from the date of opening of the price bid or award of contract whichever is later.
8. Time schedule of delivery is within 60 days of receipt of supply order or else deduction on gross bill @ 0.5 % per week or part thereof, will be made as liquidated damages / delay in supply, subject to maximum of 10 % of the value of the delayed supplies. Delivery within 30 days is desirable.
9. Insurance during transit to be borne by the vendor /supplier /contractor inclusive of handling within the Institutes premises, till the completion of final Inspection and acceptance.
10. Installation, demonstration, operational techniques and associated services to be provided by the supplier/vendor/contractor within the cost indicated.
11. Samples and other associated services to be provided by the supplier/vendor/contractor within the cost indicated.

12. The tendered rates and the validity of bids shall be for a minimum period of one year from the date, as the tender are finalized /awarded, or till the finalization of next tender by the Institute, whichever is earlier.
13. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that there is no vigilance/CBI case pending against the firm/supplier.
14. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that the firm is not supplying the same item at lower rates quoted in this tender to any Government/Private organization or any other institution during past one year, as per "FALL CLAUSE" adhered by DGS & D and other Government agencies.
15. Bidders have to submit non-refundable DD/Banker's cheque of Rs. 500.00 (Five hundred only) by hand & Rs 600.00 (Six hundred only) by post as tender fee and Earnest Money Deposit (EMD) of **Rs 2000.00** (Two thousand only) as Call deposit/Bank draft/deposit in favour of Financial Adviser, NEIGRIHMS, Shillong.
16. Settlement of disputes – Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
17. The documents can also be downloaded from our website: www.neigrihms.nic.in

Stores & Procurement Officer
For or on behalf of Director, NEIGRIHMS

CC. Accounts Officer / IPC / Tender Committee members- For information and wide circulation please

- *Deputy Director (Admn.): for information please & to direct the concerned section to upload on the Institute's website and send details by e-mail/fax to State Information Officer, Meghalaya State Unit of NIC, 104, Secretariat Building, Shillong-793001, Tel:2225501,2241813 E-mail: sio-megh@nic.in*

ANNEXURE: A: FORWARDING LETTER OF TENDERER

Ref:

Date:

The Director,
North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences,
Mawdiangdiang,
Shillong - 793018

Dear Sir,

1. I/We hereby submit our tender for the
2. I/We now enclosing herewith the Call deposit/FD No..... dated..... fordrawn in favour of the "Financial Adviser, NEIGRIHMS, SHILLONG" towards EMD/Bid Security. Tenders not accompanied with EMD/Bid Security (along with Technical Bid Part-I in case of two-bid system) shall be summarily rejected.
3. I/We hereby agree to all the terms and conditions, stipulated by the NEIGRIHMS, in this connection including delivery, penalty etc. Quotations are being submitted under separate covers and sheets and shall be considered on their face value.
4. I/We have noted that over written entries shall be deleted unless duly out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).
5. I/We undertake to sign the contract/agreement, if required, within 15 (fifteen days) from the issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the NEIGRIHMS,Shillong-793018.
6. I/We have gone through all terms and conditions of the tender documents before submitted the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES ETC, HAS BEEN INDICATED IN THE QUOTATIONS AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully,

Signature Tenderer with full Address

WITNESS _____

WITNESS _____

ANNEXURE: B: DETAILED TERMS AND CONDITIONS OF TENDERS

1. Tender should be addressed to the DEPUTY DIRECTOR, NEIGRIHMS, SHILLONG and submitted to the Office of the Stores and Procurement Officer, (Main) under sealed cover failing which the tender shall be rejected. Terms and conditions for supply should invariably be indicated otherwise would be taken on its face value. The rates may be quoted on separate sheets failing which the tender(s) will be rejected.

2. Mixed quotations will not be considered for acceptance.

3. TENDER SHOULD INVARIABLY BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW:

PART-I: - TECHNO-COMMERCIAL BID IN ONE SEALED COVER.

PART-II: - PRICE BID/FINANCIAL BID IN ONE SEALED COVER.

BOTH THE SEALED ENVELOPES SHOULD THEN BE PUT IN OUTERCOVER INDICATING THEREON:

i) Reference No. of the Tender: _____

ii) Tender regarding: _____

iii) Due date for submission of the tender: _____

iv) Due date for opening of the tender: _____

v) Name of the firm: _____

PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNO-COMMERCIAL BID. THE PRE-QUALIFICATION DOCUMENTS INCLUDING TENDER FEE/ E.M.D./BID SECURITY AS REQUIRED IN THE TENDER DOCUMENT SHOULD INVARIABLE BE ACCOMPANIED WITH THE TECHNO-COMMERCIAL BID.

NOTE: -TENDERS SUBMITTED WITHOUT FOLLOWING TWO-BID SYSTEM PROCEDURE AS MENTIONED ABOVE WOULD BE SUMMARILY REJECTED.

4. The tenderers should give rates, showing taxes, if any, and levies, packing forwarding and insurance charges separately giving full breakup details. Vendors/bidder may note that the Institute has obtained CDE certificate pertaining to Customs duty and therefore price consideration should be offered accordingly. Tender not confirming to these requirements shall be rejected and no correspondence will be entertained whatsoever.

5. This tender document is non-transferable.

6. The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible; no blanks should be left which would otherwise, make the tender rejected.

7. The tendered rates and the validity of bids shall be for a minimum period of one year from the date, as the tender are finalized /awarded, or till the finalization of next tender by the Institute, whichever is earlier.

8. Delivery prospects with definite date of delivery at destination taking into cognizance transit facilities must be indicated.

9. EACH TENDER SHOULD BE ACCOMPANIED WITH AN TENDER FEE/ EMD/BID SECURITY (IF APPLICABLE) FAILING WHICH THE TENDER SHALL NOT BE CONSIDERED FOR ACCEPTANCE AND WILL BE OUTRIGHTLY REJECTED.

10. If the delivery is not effected on due date, the Director, NEIGRIHMS, Shillong will have the right to impose

penalty as indicated. In case of default institute will have the right to procure the ordered item from open market /another party at their own risk and expenses under risk purchase clause. Late supplies of the items will result in strict action and risk purchase will done without giving any extension, will be made immediately after lapse of date of delivery.

11. In case of non supply of material within the due date i.e. with in the date of delivery, the Director, NEIGRIHMS, Shillong will have the right to impose penalty as deemed fit to resort to risk purchase in full or part thereof at his/her discretion, his/her decision shall be final and binding.

12. Excise Duty & other such levy imposed by the Govt. of India from time to time will be authorized extra on demand with adequate proof thereof.

13. The Director, NEIGRIHMS, Shillong shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.

14. No payment shall be made for rejected material. The tenderer would remove rejected items within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without any further notice.

15. Tenderers submitting tenders would be considered to have considered and accepted all the terms and conditions. No inquiries verbal or written shall be entertained in respect of Acceptance or rejection of the tender.

16. TENDER SHALL BE REJECTED IF THE COPY OF SALES TAX REGISTRATION CERTIFICATE (Now called as VAT) NOT FURNISHED. Sales tax and other statutory levies should be shown separately and should not be included in the basic price. Otherwise it will not be considered.

17. The quantity shown in the schedules can be increased or decreased to any extent depending upon the actual requirement.

18. Any action on the part of the tender to influence anybody in the said Institute will be taken as an offence and the tender submitted by the firm will subsequently be rejected.

19. The price charged for the Stores/Equipment's, under the reference, by the supplier shall in no even exceed the lowest price at which the supplier the Stores/Equipment's of same identical description to any other person/organization/ Institution during the currency of the contract as per fall clause adhered by D.G.S.& D. If at any time, during the said period the supplier reduced the said prices of such/Stores/Equipment or sales such stores to any other person/organization/ Govt. Institution/ Co. Operative Stores at price lower than the quoted price, he shall forthwith notify such reduction or sale to the Director, NEIGRIHMS, Shillong and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced and should attach an undertaking on non-judicial stamp paper of Rs 10/- duly attested on acceptance of the offer , before placement of order .

20. The supplier shall furnish the following certificate to the Accounts Officer along with each bill for payment for supplies made against in Rate Contract Tender.

"I/We certify that the Stores of description identical to the Stores supplied to the government under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution up to date of bill/the date of completion of suppliers against all supply orders placed during the currency of the tender/rate contract at the price lower than the institute under contract /against tender".

21. If at any time, any question, dispute or difference whatever shall arise between the two parties (NEIGRIHMS on the one hand and vendor on the other hand) in relation to the purchase either of the parties may give to the other notice in writing the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the firm. Either party shall serve such a notice of the existence of any

question, dispute or difference in connection with this purchase within 30 days of the beginning of such dispute failing which all right or claims shall be deemed to have been forfeited and absolutely barred. Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitrator shall be at NEIGRIHMS.

The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed if under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply, installation, installation and commissioning etc.

Upon every or any such reference the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators on in the event of their not agreeing of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

22. The courts at Shillong will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Shillong court shall have jurisdiction in the matter.

23. Any failing of omission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the either, if such failure of omission or arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any stature and/or regulation of the Government, lookouts and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to force major conditions.

24. The tenderer/ bidder shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government/ Private institution. The tenderer/ bidder has to give an affidavit on non-judicial stamp paper duly attested of Rs.10/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted in the past by any Govt. or Private Organization.

25. Samples of all items should be submitted invariably to Stores and Procurement Officer, before finalization of the tender .

26. The tenderer are required to quote their rates on Schedule -C provided with the tender. The percentage of Sales Tax (Now called as VAT) to be charged be clearly mentioned in along with rates.

27. Tender by Tele-fax/telegram/fax/e-mail will not be accepted.

28. Selection will be made purely on compliance of specification, sample, make quality and on the basis of lowest price offered..

29. If the tenderer gives a false statement on any of the above information, the firm/supplier will not be considered and their quotation/tender shall be deemed to be rejected and the security deposited will stand forfeited.

30. It will be the prerogative of the Institute to place the supply order for the whole lot/item or in piecemeal basis depending upon the requirement of the Institute. The Institute shall have the right to reject any tender without assigning any reason thereof. No correspondence will be entertained in this regard. Only one best quality item (according to our specification) should be quoted against the item.

31 Sample submitted should be numbered, with names indicated therein, as per the items in Annexure: D.

32. Handwritten quotations shall be accepted at the bidder's risk. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.

33. Payment of the approved vendor for supply of items at NEIGRIHMS shall be made through cheque or electronic clearing system. In case of cheque, the same will be dispatched registered post and postal charges shall be deducted from their bills.

34. The forwarding letter / undertaking (Annexure-A) duly signed should invariably be returned along with bids of the vendors failing which the tender shall be rejected.

- 35.
- If the above-mentioned certificates/documents are not submitted along with the tender, such offers will not be considered and will be out rightly rejected.
 - Any tenderer /supplier giving false information shall be disqualified and removed from the rate contract. No business, henceforth, will be done with the firm/supplier.

ANNEXURE: C: FORMAT OF SUBMISSION OF PRICE /FINANCE BID: II for Individual items.

Item No.	Description of Stores	Unit	Maximum Retail Price (MRP)	Rate per unit	Quantity (Rate) Rs	Taxes / VAT	Excise duty	Other charges	Total (5+6+7+8)
1	2	3		4	5	6	7	8	9

- Evaluation criteria: For award of contract, the lowest techno-commercially compliant bidder will be considered for each category of store with warranty period of two years.

Signature of Tenderer
Address: \

CHECK LIST

Check List of Certificates/ Documents required to be submitted with **Techno-commercial Bid: I**

The tenderer are advised to submit the following certificates under the category of "Vital documents" invariably along-with Techno-Commercial Bid. If these documents are not submitted/ conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

- Violation of two-bid system, Part-I. (Clause no.03)
- EMD/bid/Tender fee amount. (If applicable) (Clause No. 09)
- VAT registration certificate and trading license on award of contract (clause no.16)
- Fall clause declaration (clause no.19)
- Non-black listing declaration (clause no.24)
- Samples in accordance with Clause No.25 (When called for by the technical committee)
- Annexure – 'A' (Clause No. 34)

SPECIFICATION OF STORES: ANNEXURE: D

Sl. No.	Stores / Items / Services All products as per ISO/ISI/DGSD standards	Manufacturer/ Company	Maximum Retail Price (MRP)	Basic /Unit Price	VAT /Other Taxes	FOR NEIGRIHMS Rate
Sealed Maintenance Free (Lead Acid Battery) Make: e.g. Panasonic /Exide /Rocket /Numeric /Amaraja /Amaron /SF /etc...						
1.	07 AH -600 VA					
2.	28 AH -1 KVA /3 KVA					
3.	42 AH -10 KVA					
4.	75 AH -30 KVA (60 minutes)					
5.	100 AH -30 KVA (120 minutes)					

The tendered rates and the validity of bids shall be for a minimum period of one year from the date, as the tender are finalized /awarded, or till the finalization of next tender by the Institute, whichever is earlier.

Dated: _____

Signature of Tenderer
Address: