

Contract



Contract No: GEMC-511687737617002
Generated Date: 30-Mar-2022
Bid/RA/PR No: GEM/2021/B/1624884

OT/G-1156/2021-22, dt: 30/03/2022

Organisation Details Type: Central Autonomous Ministry: Ministry of Health and Family Welfare Department: Department of Health and Family Welfare Organisation Name: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS) Office Zone: Neigrihms, Shillong	Buyer Details D-04/2019-20/Pt Designation: Stores and Procurement Officer Contact No.: 0364-2539032-213 Email ID: harendra.dey@nic.in GSTIN: N Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: Director Under GIA (A) F NEIGR/S&P/D-04/201-20/pt Designation of Financial Approval: Deputy Director F No. NEIGR/S&P/D-04/2019-20/pt C-643/2021-22, dt: 23/03/2022	Paying Authority Details Payment Mode: Offline Designation: A Accounts officer Email ID: accounts.neigrihms@nic.in GSTIN: N Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India
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Seller Details GeM Seller ID: 3D23180000091892 Company Name: TATA MOTORS LIMITED Contact No.: 02267927366 Email ID: puneet.kumar@tatomotors.com Address: 1st Floor, BOMBAY HOUSE, 24, HOMI MODY STREET, HUTATMA CHOWK, Mumbai, MAHARASHTRA-400001, - MSME verified: No MSME Registration number: - GSTIN: 06AAACT2727Q1Z0, 09AAACT2727Q1ZU, 29AAACT2727Q1ZS, 27AAACT2727Q1ZW, 29AAACT2727Q1ZS, 19AAACT2727Q1ZT, 08AAACT2727Q1ZW, 20AAACT2727Q1ZA, 36AAACT2727Q1ZX, 20AAACT2727Q1ZA, 30AAACT2727Q1Z9, 18AAACT2727Q1ZV, 09AAECM7650D1ZG, 07AAACT2727Q1ZY, 33AAACT2727Q1Z3, 24AAACT2727Q1Z2, 24AAACT2727Q1Z2, 27AAACT2727Q1ZW, 23AAACT2727Q1Z4, 09AAACT2727Q1ZU, 27AAACT2727Q1ZW, 27AAACT2727Q1ZW, 23AAACT2727Q1Z4, 27AAACT2727Q1ZW, 05AAACT2727Q1Z2, 27AAACT2727Q1ZW	Reminders for supply of Both vehicles By [Signature]
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*GST / Tax invoice to be raised in the name of - Buyer

#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : Tata Starbus 24+ D LP 410/36 BS-6 Brand : TATA MOTORS Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : Tata Starbus 24+ D LP 410/36 BS-6 (Q3) Tata Starbus 24+D LP 410/36 BS-6 HSN not specified by seller	2	pieces	2,081,000	NA	4,162,000
Total Order Value (in INR)						4,162,000

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: harendra.dey@nic.in Contact: 0364-2539032-213 GSTIN: N Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	Tata Starbus 24+ D LP 410/36 BS-6	-	2	30-Mar-2022	29-Apr-2022

DO send ps to Director of staff 40 / AK-940
 [Signatures and stamps]
 Store & Procurement Officer
 NEIGRIHMS SHILLONG

Product Specification for Tata Starbus 24+ D LP 410/36 BS-6

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/62/60/071/CatalogAttrs/SpecificationDocument/2021/11/24/2021_11_24_19_09_12_gem-uplaod-sail-starbus-24-d-lp_2021-11-24-19-09-16_3383f75c3599c82d093588f8bf3132bf.pdf
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Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/52738/54/78/703/CatalogAttrs/SpecificationDocument/2021/10/26/vehicle-specification-institute-s-buses_2021-10-26-13-41-20_c eb82046d9d35bd8b4214d59b57f5e74.pdf
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Corrigendum

1. Extended Upto : 2021-11-18 14:00:00
2. Extended Upto : 2021-11-25 14:00:00
3. [GeM-Bidding-Corr-2793864-5.pdf](#) [click here](#)
4. Extended Upto : 2021-11-30 14:00:00
5. Extended Upto : 2021-12-13 14:00:00
6. Extended Upto : 2021-12-20 14:00:00
7. Extended Upto : 2022-01-06 14:00:00
8. Extended Upto : 2022-01-10 14:00:00

Terms and Conditions

1. General Terms and Conditions-

1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/ra-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.



1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.

2.2 OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.3 Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

2.4 OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / Incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

2.5 Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / Incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2.6 Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

2.7 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.8 Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC) F.N. No: D -04/2019 -20/Pt
Post Receipt inspection at consignee site before acceptance of stores: F.N. No: NEIGR/S&P/D -04/2019 -20/Pt

2.9 Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.10 The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

2.11 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): BS-VI vehicle with minimum three years warranty . To Confirm availability of Service, operational / display unit offered bid in Shillong, Meghalaya or Guwahati, Assam within 30.11.2021 contact details to Mr Manab:0364-2539211.

2.12 Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

2.13 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

24/25 Seater 2 Nos Buses

One for Office & Hospital staff transportation

One for Nursing College B. Sc Nursing student clinical field duties

Technical Specification:-

1. Chassis Platform
2. 4 cylinders Inter cooler Diesel Engine with Turbo charged
3. 72-85kw @ 2500/2800rpm
4. Power steering
5. Air/ Hydraulic brakes
6. Front & Rear suspension- Leaf Springs with shock absorbers
7. Tyre Size 215/75R17.5 to 7.50-16X16R (6+1wheels)
8. Fuel Tank capacity 120-160 lit.
9. Clutch Dry Single plate

Store & Procurement Officer
NEIGRIMS Shillong-18

10. Transmission Synchronesh manual 5- Forward, 1 Reverse Gear box
11. 12 volt Battery
12. Seating capacity 24/ 25+1, Non Ac
13. FA Box, Fire Extinguisher, Hydraulic Jack & wheel wrench with other tools etc.
14. Single passenger door.

2.14 Generic:

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

2.15 Generic:

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

2.16 Generic:

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2.17 Generic:

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

2.18 Generic:

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

2.19 Generic:

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: Registration in the Name of "Director, NEIGRIHMS, Shillong" and three years of warranty

2.20 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.

2.21 Purchase Preference (Centre):

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

2.22 Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / Internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA.. Successful Bidder to Indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

2.23 Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

Buyer's Officer
NEIGRIHMS Shillong-18

**Sanction Order**

Sanction No: 511687737617002

Sanction Date: 30-Mar-2022

07/G-1156/2021-22, dt: 30/03/2022

Sanction of the competent authority is hereby conveyed for incurring an expenditure of amount as under towards the cost of Purchase order/Contract placed on the Seller for Supply of Goods/Services as per the contract for making payment to the Seller subject to deduction of TDS as applicable:

Organisation Details	Buyer Details
Type: Central Autonomous Ministry: Ministry of Health and Family Welfare Department: Department of Health and Family Welfare Organisation Name: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS) Office Name: Neigrihms, Shillong	D-04/2019-20/pt Name: HARENDRA DEY Designation: Stores and Procurement Officer Email ID: harendra.dey@nic.in GSTIN: N Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018

Financial Approval Detail C-643/2021-22, dt: 23/03/2022	
Designation of official providing Administration approval:	Director Under GIA (A) F NEIGR/S&P/D-04/201-20/pt
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?	YES
Budget availability	YES
Designation of official providing Financial approval:	Deputy Director F No. NEIGR/S&P/D-04/2019-20/pt

Seller Details	
Company Name:	TATA MOTORS LIMITED
Email ID:	puneet.kumar@tatomotors.com
Address:	TATA MOTORS LIMITED Mumbai MAHARASHTRA - 400001

Product Details						
#	Item Description	Model	Ordered Quantity	Unit	Price per Unit inclusive of all Duties and Taxes (in INR)	Total Price (inclusive of all Duties and Taxes (in INR))
1	Tata Starbus 24+ D LP 410/36 BS-6	Tata Starbus 24+D LP 410/36 BS-6	2	pieces	2081000.0	4162000.0
Total Order Value (in INR)						4162000.0

Consignee Details						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	HARENDRA DEY harendra.dey@nic.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	Tata Starbus 24+ D LP 410/36 BS-6	-	2	30-Mar-2022	29-Apr-2022

Terms & Conditions

- 1. This issues under the power delegated to Ministries/Department of the Government of India vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time.

can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.


17. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
18. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
19. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: Registration in the Name of "Director, NEIGRIHMS, Shillong" and three years of warranty.
20. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.
21. Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017
22. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 3027020000027 IFSC Code: BARBOMAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA.. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
23. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.


Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

This Bid is also governed by the General Terms and Conditions


NEIGRIHMS Shillong-18

date of bid opening (to be uploaded with bid): BS- VI vehicle with minimum three years warranty . To Confirm availability of Service, operational / display unit offered bid in Shillong, Meghalaya or Guwahati, Assam within 30.11.2021 contact details to Mr Manab:0364-2539211.

12. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
13. Buyer Added text based ATC clauses

24/25 Seater 2 Nos Buses

One for Office & Hospital staff transportation

One for Nursing College B. Sc Nursing student clinical field duties

Technical Specification:-

1. **Chassis Platform**
2. 4 cylinders Inter cooler Diesel Engine with Turbo charged
3. 72-85kw @ 2500/2800rpm
4. Power steering
5. Air/ Hydraulic brakes
6. Front & Rear suspension- Leaf Springs with shock absorbers
7. **Tyre Size 215/75R17.5 to 7.50-16X16R (6+1wheels)**
8. Fuel Tank capacity 120-160 lit.
9. Clutch Dry Single plate
10. Transmission Synchromesh manual 5- Forward, 1 Reverse Gear box
11. 12 volt Battery
12. Seating capacity 24/ 25+1, Non Ac
13. FA Box, Fire Extinguisher, Hydraulic Jack & wheel wrench with other tools etc.
14. Single passenger door.

14. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
15. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
16. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers



MEGHALAYA STATE
SHILLONG

Bid Corrigendum

GEM/2021/B/1624884-C5

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
3. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
4. **OEM Turn Over Criteria:** The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
5. **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. **Availability of Service Centres:** Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
7. **Dedicated /toll Free Telephone No. for Service Support :** BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
8. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): F.N. No: D -04/2019 -20/Pt
Post Receipt Inspection at consignee site before acceptance of stores: F.N. No: NEIGR/S&P/D -04/2019 -20/Pt
9. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
10. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
11. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the

