

Tender Enquiry No: NEIGR/S&P/OT/79/2017-18; Dated: 20/03/2018**F. No: NEIGR/S&P/E-01/2017 -18/Pt****e -TENDER /BID DOCUMENT**

ONLINE OPEN TENDER ARE INVITED BY DIRECTOR, NEIGRIHMS FROM ELIGIBLE MANUFACTURER /AUTHORIZED REPRESENTATIVE FOR PROCESSING OF UPS BATTERY ON BUY BACK BASIS, ON RATE CONTRACT FOR A PERIOD OF TWO YEARS, EXTENDABLE UPTO 6 MONTHS, OR TILL THE FINALIZATION OF THE NEXT TENDER, WHICHEVER IS LATER.

Bid Document Down loading Start Date:	14:00 hours of 20.03.2018
Pre-Bid Conference and Clarification Date:	16:00 hours of 19.04.2018
Last Date and Time for Submission of Bid Document Online:	14:00 hours of 10.05.2018
Last date and Time of Receipt of Earnest Money Deposit (Hard Copy):	14:00 hours of 10.05.2018
Date and Time of Opening of Techno -Commercial Bids:	14:30 hours of 11.05.2018
Tentative schedule after completion of Technical Commercial Evaluation subject to inputs from respective committee /authority:	60 days from the date of opening of Techno – commercial bid
Tentative schedule for awarding of contract including institutional requirement, justification of cost and on approval of the Competent Authority	60 days from the date of opening of price /financial bid
Cost of Earnest Money Deposit (EMD):	Rs 10,000.00

Bidders /Tenderers can download the tender /bid document from Central Public Procurement Portal website at www.eprocure.gov.in Bidders /Tenderers are required to submit their bid online by uploading all the relevant documents through www.eprocure.gov.in

Tender document can also be downloaded from the Institute's website at www.neigrihms.gov.in For further details regarding tender amendment /addendum /date extension please visit website: www.eprocure.gov.in



North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences

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

Director's Block, Mawdiangdiang, Shillong 793 018 (MEGHALAYA)

Website: www.neigrihms.gov.in /E -mail: storeneigrihms@gmail.com

Tele /Fax: (0364) 2538032

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences

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

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

Website: www.neigrihms.gov.in; E-mail: storeneigrihms@gmail.com; Tele /Fax: (0364) 2538032

SECTION I: NOTICE INVITING TENDERS (NIT)

Online tenders, in two-bid system, are invited by Director, NEIGRIHMS, Shillong for processing of stores /items for the Institute, as per enclosed specification and related terms and conditions.

1. Bidders /Tenderers would be required to register on the Central Public Procurement Portal at www.eprocure.gov.in, using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.
2. Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.
3. Bidders /Tenderers can download the bid document from Central Public Procurement Portal website at www.eprocure.gov.in Bidders /Tenderers are required to submit the bid online by scanning and uploading all the relevant documents through www.eprocure.gov.in
4. Tender document can also be downloaded from the Institute's website at www.neigrihms.gov.in For further details regarding Amendment /Addendum /Extension please visit website: www.eprocure.gov.in and www.neigrihms.gov.in
5. No tender fee is required for downloaded documents.
6. Earnest Money Deposit (EMD) in the form of Call deposit, Banker's Cheque, Fixed deposit or Demand draft, drawn in favour of Deputy Director (Admn.), NEIGRIHMS, Shillong or Bank Guarantee of any Scheduled Bank, shall be scanned and submitted online, along with the Techno-commercial bid (Un priced Bid), within the period of tender online submission date and time and the original EMD (hard copy) should be submitted to Stores & Procurement Section, Director's Block, Mawdiangdiang, NEIGRIHMS, Shillong - 793018 within the stipulated date and time.
7. Bidders/Tenderers need to scan and upload the required documents like GST /Other registration, PAN Number/Card /SC /ST certificate, valid document regarding the existence and registration of the firm along with the Techno-commercial bid.
8. The Bidder should have similar experience for the past 2 years. Documentary evidence of the above should be submitted. The Bidder should be a registered dealer/Firm who can maintain the air-conditioning systems and supply spares.
9. Experience certificates in token of proof of two years experience in same/similar specifications and configuration. With each certificate, the certified copy of the Work Order along with list of equipments maintained with model, if available, must be enclosed.
10. Proof of accuracy/repair of Air Conditioner issued by an accredited agency.
11. The technical bids will be opened online by a committee of members duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD, etc uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on www.eprocure.gov.in which can be seen by all bidders who participated in the tender.
12. The bidders should download the **BoQ.xls** and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same **BOQ in .xls format**. NEIGRIHMS /Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.
13. The Financial bid (price bid) i.e. Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee of members and the result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.
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. 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/FEMA case pending against the firm/supplier.
16. No work will be allotted to Non-tribal bidder, contractors, Suppliers, stockists, bonded warehouse, private carriage contractors, cooperative societies etc except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong.
17. At any time prior to the date of submission of bid, Director, NEIGRIHMS may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment.
18. The tendered rates and the validity of bids shall be for a minimum period of 120 days from the date, as the tender are finalized /awarded.

19. 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.

Sd/-

Stores & Procurement Officer,
For and on behalf of Director, NEIGRIHMS, Shillong

ANNEXURE: A: DETAILED TERMS AND CONDITIONS OF TENDERS

1. The **Two Tender System**, i.e. “Techno – Commercial Tender” and “Price /Finance Tender” prepared by the tenderer shall comprise the following:

A) Techno – Commercial Tender (Un priced Tender)

- i) Earnest Money Deposit (EMD)
- ii) Tender Form (Un -priced).
- iii) Documentary evidence, as necessary in terms of establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this tender.
- v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer's Authorisation Form
- vi) Documents and relevant details to establish that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule as per BOQ (Financial Bid) with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Certificate of Incorporation in the country of origin.
- x) Checklist

B) Price Tender:

It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

1. Price bid as per BOQ format only to be submitted online
2. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
3. Tender document sent by Speed Post /Registered Post /Courier /Fax /Mail or any other related mode, other than by online submission, through www.eprocure.gov.in shall be ignored.
4. The tenderers should give rates, showing taxes, if any, and levies, packing forwarding and insurance charges. 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. The tendered rates and the validity of bids shall be for a minimum period of 120 days from the date, as the tender are finalized /awarded, till the finalization of next tender by the Institute, whichever is earlier.
6. Delivery prospects with definite date of delivery at destination taking into cognizance transit facilities must be indicated.

7. If the services is not effective, the Director, NEIGRIHMS, Shillong will have the right to impose penalty as indicated.
8. In case of non provision of services within the stipulated date, 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.
9. 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.
10. The Director, NEIGRIHMS, Shillong shall be the final authority to reject full or any part of the service which is not confirming to the specification and other terms and conditions.
11. No payment shall be made in advance. 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.
12. 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.
13. GST and other statutory levies should be shown separately and should not be included in the basic price. Otherwise it will not be considered.
14. The quantity shown in the schedules can be increased or decreased to any extent depending upon the actual requirement.
15. 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.
16. 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.
17. 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.
18. 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.

19. Deleted

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

21. 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.

22. 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.

23. Payment of the approved vendor NEIGRIHMS shall be made through cheque or electronic clearing system. In case of cheque.

24. A) 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.

B) 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.

NEIGRIHMS

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.
- EMD amount. (If applicable)
- GST /Other registration certificate, any other certificates regarding the registration and existence of the firm and trading license on award of contract
- Fall clause declaration
- Non-black listing declaration

ANNEXURE: A: Tender Form

Date _____

To

(Complete address of the purchaser)

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document for the sum indicated in the price bid, attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form, read with modification, if any, for due performance of the contract.

We agree to keep our tender valid for acceptance read with modification, if any for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

Description of Items /Stores:-

1. Procurement of new UPS batteries against buy back of the old existing batteries:-

Sl. No.	Stores / Items / Services	Manufacturer / Company	Remarks
1.	6 V – 4.2 AH Rechargeable Sealed Lead Acid Battery		
2.	12V -7 AH Rechargeable Sealed Lead Acid Battery		
3.	12V -26 AH Rechargeable Sealed Lead Acid Battery		
4.	12V -28 AH Rechargeable Sealed Lead Acid Battery		
5.	12V -42 AH Rechargeable Sealed Lead Acid Battery		
6.	12V -65 AH Rechargeable Sealed Lead Acid Battery		
7.	12V -75 AH Rechargeable Sealed Lead Acid Battery		
8.	12V -85 AH Rechargeable Sealed Lead Acid Battery		
9.	12V -95 AH Rechargeable Sealed Lead Acid Battery		
10.	12V -150 AH Rechargeable Sealed Lead Acid Battery		
11.	12V -200 AH Rechargeable Sealed Lead Acid Battery		
12.	12V -400 AH Rechargeable Sealed Lead Acid Battery		

2. Procurement of new UPS batteries:-

Sl. No.	Stores / Items / Services	Manufacturer / Company	Remarks
1.	6 V – 4.2 AH Rechargeable Sealed Lead Acid Battery		
2.	12V -7 AH Rechargeable Sealed Lead Acid Battery		
3.	12V -26 AH Rechargeable Sealed Lead Acid Battery		
4.	12V -28 AH Rechargeable Sealed Lead Acid Battery		
5.	12V -42 AH Rechargeable Sealed Lead Acid Battery		
6.	12V -65 AH Rechargeable Sealed Lead Acid Battery		
7.	12V -75 AH Rechargeable Sealed Lead Acid Battery		
8.	12V -85 AH Rechargeable Sealed Lead Acid Battery		
9.	12V -95 AH Rechargeable Sealed Lead Acid Battery		
10.	12V -150 AH Rechargeable Sealed Lead Acid Battery		
11.	12V -200 AH Rechargeable Sealed Lead Acid Battery		
12.	12V -400 AH Rechargeable Sealed Lead Acid Battery		