

Tender Enquiry No: NEIGR/S&P/OT/42/2018-19; Dated: 10/01/2018**F. No: NEIGR/H -05/2018*****e -TENDER /BID DOCUMENT**

ONLINE OPEN TENDER ARE INVITED BY DIRECTOR, NEIGRIHMS FROM ELIGIBLE MANUFACTURER /AUTHORIZED REPRESENTATIVE FOR SUPPLY, OPERATION, RUNNING AND MAINTENANCE OF LIQUID MEDICAL OXYGEN WITH FREE STORAGE TANK AND COMPLETE TURNKEY WORKS AT NEIGRIHMS, MAWDIANGDIANG, SHILLONG, FOR A PERIOD OF FIVE YEARS, TO BE RENEWED ANNUALLY BASED ON SATISFACTORY PERFORMANCE.

Bid Document Down loading Start Date:	14:00 hours of 01.01.2019
Pre-Bid Conference and Clarification Date:	16:00 hours of 18.01.2019
Last Date and Time for Submission of Bid Document Online:	14:00 hours of 07.02.2019
Last date and Time of Receipt of Earnest Money Deposit (Hard Copy):	14:00 hours of 07.02.2019
Date and Time of Opening of Techno -Commercial Bids:	14:30 hours of 08.02.2019
Cost of Earnest Money Deposit (EMD):	Rs 1,20,000.00
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 e-Price Bid /BOQ

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

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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. The bidders are requested to read the user manual available on website www.eprocure.gov.in before initiating the process of E-Tendering.
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 (hard copy) should be submitted to Stores & Procurement Section, Director's Block, Mawdiangdiang, NEIGRIHMS, Shillong -793018 within the stipulated date and time.
7. In the event of the date being declared as a closed holiday for purchaser's office, the date for opening of bids online will be the following working day at the appointed times.
8. Bidders/Tenderers need to scan and upload the required documents like GST /Service Tax registration, PAN Number/Card, valid document regarding the existence and registration of the firm along with the with Techno-commercial bid.
9. **Qualification Criteria:**
 - The bidding agency should have an minimum audited annual financial turnover of Rs 1 crore or more in similar project /works during the last three years ending 31st March of the FY 2017 -2018
 - Minimum 3 years of experience of having successfully completed /executing similar project /maintenance contract.
 - Experience of having successfully completed similar works /supplies of Liquid Oxygen in at least one major Government /Corporate Hospitals of 500 bedded capacity during last 7 years ending last day of month previous to the one in which applications are invited.
10. 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/ /Affidavits, 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.
11. The contract for supply, installation, and maintenance of Liquid Medical Oxygen, with free storage unit and complete turnkey works is valid for a period of five years, renewed annually based on satisfactory performance, as evaluated by the Competent Authority.
12. The agency during the currency of the contract, shall comply with all the prevalent rules and regulation in force relating to EPF Act, Minimum Wages Act, ESI Act etc. and shall also comply with all relevant labour laws as may applicable or modified from time to time by the concerned authorities and in no case NEIGRIHMS, Shillong would compensate for the losses and damages of materials /manpower.
13. 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.
14. 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.

15. 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.
16. 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.
17. 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.
18. 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.
19. With a view to encourage 'Make in India' and promote manufacturing and production of goods and services in India, preference will be given to domestically manufactured products, as per Ministry of Commerce and Industry, Department of Industrial and Policy and Promotion, Government of India Notification No: P -45021/2/2017-B.E.-II; dated: 15.06.2017.
20. The contractor shall be responsible to follow Environmental (Protection) Act 1986, Environment (Protection) Rules, 1986 and maintain noise level as per standard. Further, the contractor shall be responsible to follow Hazardous waste (Management, Handling and Transboundary movement rules,2008), take steps to handle hazardous waste management, selling/disposal of hazardous waste, maintenance of record of hazardous waste handled, packing, labelling and transport of hazardous waste ,reporting to state pollution control board in case of accident occurs while transportation, obtain no objection certificate from pollution control board, submit statutory/necessary compliance /annual returns/other obligations to state pollution control board.
21. 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.
22. 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/-
Biomedical Engineer,
For and on behalf of Director, NEIGRIHMS, Shillong

General Term & Conditions:

The Purchaser has issued TE documents for purchase of goods and related services which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.

- This section provides the relevant information as well as instructions to assist the prospective tenderers in preparation and online submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for online receipt and online opening as well as online scrutiny and online evaluation of tenders and subsequent placement of contract.
- Before formulating the tender and online submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

Preparation of Tenders:

Documents Comprising the Tender

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

Techno – Commercial Tender (Un priced Tender)

- Earnest money, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- Tender Form (Un -priced).
- Documentary evidence, as necessary establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- 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.
- Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer's Authorisation Form
- 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.
- Performance Statement along with relevant copies of orders and end users' satisfaction certificate.
- Price Schedule (Financial Bid) with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- Certificate of Incorporation in the country of origin.

Financial Bid – As per BOQ only

Goods and Service Tax (GST):

- If a tenderer asks for GST, CGST, IGST and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The GST, CGST, IGST and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST, CGST, IGST and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

TENDER OPENING

Opening of Tenders

- The purchaser will open the tenders online at the specified date and time and at the specified place as indicated in the NIT.
- In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
- Authorized representatives of the tenderers may attend the online tender opening provided they bring with them letters of authority from the corresponding tenderers.

- The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

Two - Tender system. The **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

SCRUTINY AND EVALUATION OF TENDERS

Basic Principle

- Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

Preliminary Scrutiny of Tenders

- The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and whether the Tenders are generally in order.
- Prior to the detailed evaluation of Price Tenders, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations.
- If a Tender is not substantially responsive, it will be rejected by the Purchaser
- The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
 - I. Tender form is not uploaded.
 - II. Tender is to be digitally signed during the process of submitting/uploading.
 - III. Tender validity is shorter than the required period.
 - IV. Required EMD (Amount, validity etc.)
 - V. Tenderer has not agreed to give the required performance security.
 - VI. Goods offered are not meeting the tender enquiry specification.
 - VII. Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of
 - VIII. payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - IX. Poor/ unsatisfactory past performance.
 - X. Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - XI. Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

Minor Infirmary/Irregularity/Non-Conformity

- If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

Discrepancies in Prices

- The prices offered by the bidders in the given BOQ will be taken as final. Claims, if any, in respect of any changes in the offered prices shall not be acceptable at any point of time.

Variation of Quantities at the Time of Award/ Currency of Contract

- At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded of to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded of to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

Return of EMD

- The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

Publication of Tender Result

- The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the CPPP/notice board/bulletin/web site /Stores & purchase section of the purchaser.
- Bidders/tenderer undertake to sign the contract agreement within 15 (fifteen) days from the issue of the letter of acceptance /order, failing which EMD/Security deposit may be forfeited and name may be removed from the list of suppliers at NEIGRIHMS, Shillong.

Performance Security

Within thirty (30) days from date of the issue of notification of award by the purchaser, the supplier, shall furnish performance security to the purchaser at 10% of the contract value costing more than 50 lakhs and 5% of the contract value costing less than 50 lakhs, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

Corrupt or Fraudulent Practices /Code of Integrity

- It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts and to abide by the Code of Integrity Act, as per GFR 2017. In pursuance of this policy, the Purchaser: -

defines, for the purposes of this provision, the terms set forth below as follows:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

Patent Rights

- The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trade marks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

Inspection, Testing and Quality Control

- The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
- The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

- If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

Insurance:

The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
- where delivery of imported goods offered from abroad is required by the purchaser on CIF/CIP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strikes and pay for the insurance, making the purchaser as the beneficiary.
- Where delivery is on FOB/FAS basis, marine/air insurance shall be the responsibility of the purchaser.
- in case of supply of domestic goods on Delivery Duty Paid (DDP) basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.

Spare parts

If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- The spare parts as selected by the purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- In case the production of the spare parts is discontinued:
- Sufficient advance notice to the purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
- Immediately following such discontinuation, providing the purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the purchaser.
- Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.

Incidental services

Subject to the stipulation, if any, List of Requirements and the Technical Specification, the supplier shall be required to perform the following services.

- Installation & commissioning, Supervision and Demonstration of the goods
- Delivery at Consignee site including payment of Transportation Charges, Toll Gates, Weighbridge charges, Special Permission (Road Permit) or any other unforeseen charges.
- Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.

- Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
- Supplying required number of operation & maintenance manual for the goods

Payment for Domestic Goods Or Foreign Origin Located Within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

On delivery:

90 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- Two copies of packing list identifying contents of each package;
- Inspection certificate issued by the nominated Inspection agency, if any.
- Insurance Certificate;
- Certificate of origin.

On Acceptance:

Balance 10 % payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

Delay in the supplier's performance

- The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the purchaser in the List of Requirements and as incorporated in the contract.
- Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its performance security and
 - (iii) Termination of the contract for default.
- If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
 - (a) The purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, GST, CGST, IGST and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, GST, CGST, IGST and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no

claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

Liquidated damages

If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract.

Force Majeure

The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

- For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- In case due to a Force Majeure event the purchaser is unable to fulfil its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

Termination for convenience

- The purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:
 - a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services

Required Delivery Schedule:

90 days from date of Notification of Award, inclusive of 30 days for Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in the e-bidding documents (Bidders may quote earliest schedule).

Resolution of disputes

- If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the

case of a dispute or difference arising between the Purchaser/ Consignee and Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to Director, NEIGRIHMS, Shillong and the decision of Director, NEIGRIHMS, shall be final and binding on the parties to the contract.

- Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Shillong.
- 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.

Turnkey:

The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution/consignee concerned. Turnkey details of are given at the end of Technical Specification. The Tenderers to quote prices indicating break-up of prices of the Machine and Turnkey Job for Hospital/Institution/consignee concerned. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.

The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

The Turnkey Work should completely comply with AERB requirement, if any.

Details of turnkey Work (to be furnished by Hospitals/ Institutes/ Medical College)

CIVIL WORK : As per installation requirement

ELECTRICAL WORK : As per installation requirement

AIRCONDITIONING WORK : _____

EXISTING SITE DRAWING : As per installation requirement

PROPOSED TURNKEY SITE DRAWING : As per installation requirement

FURNITURE : As per installation requirement

Special Terms & Conditions

1. The vendor should have drug license for supply of Medical Gas.
2. Random sampling will be done at the Institute and pilferage or less quantity will be recovered at panel rate i.e. double the supply rate.
3. The quantity of gases can be increase or decrease, as per requirement of this office.
4. The firm quoting for tender should primary manufacturer of Liquid Medical Oxygen (LMO) through **Air Liquefaction** process.
5. . Firm quoting for LMO should have a valid drug license & should be following testing process as per **Indian Pharmacopeia IP — 2014**.
6. Minimum 40% of stock level to be maintained in the installed capacity to avoid emergency situation & for the same supplier should install suitable monitoring & alarming devices.
7. Supplier should provide Safety Features in line with Global Safety Standards as a part of the installation.
8. Following safety devices to be added with the system: Minimum safety features for LMO installation required **Alarm System as per AS — 2896 (Aus) Or HTM — 02— 01 (NZ)**
 - I. Alarm VIE (Vacuum Insulated Evaporator)
 - Low content or Low level of storage indication (Audio — Visual).
 - Low Pressure Alarm (Audio — Visual).
 - II. Low Pressure Alarm in downstream of Pipeline system (Audio — Visual).
 - III. Pressure Regulating: Dual parallel regulation system for uninterrupted supply in case of regulator has to change for repair. One regulator is set at 4.2 bar and other at 3.8 bar as per international practice.
 - IV. Three ways Gauge Valve for isolation of Line Pressure & with Manual Maneuvering.
 - V. Telemetry System: For continuous monitoring of liquid level in the storage vessel from a central location anywhere in India.
 - VI. Continuous monitoring of Vehicle movement. For rescheduling filling in case of any mechanical failure of vehicle.
 - VII. There should be provision of monitoring daily consumption

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 in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” or 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

Quality Control Requirements as per PESO /BIS Norms

(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. telegraphic address
 - d. telex number
 - e. telephone number
 - f. fax number
- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum
- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 07 Test certificate held
 - a. Type test
 - b. As indicated in the detailed technical specification
 - c. Any other
- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tenderer

CHECKLIST

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.
- Tender Form
- EMD amount. (If applicable)
- GST /Service Tax 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

List of Requirement:

Sl. No	Description of Stores /Items	Unit /Pack	Quantity in Kgs for one year approximately	Manufacturer /Company
1.	Liquid Medical Oxygen – First Year	Kilogram	216923	
2.	Liquid Medical Oxygen– Second Year	Kilogram	216923	
3.	Liquid Medical Oxygen– Third Year	Kilogram	216923	
4.	Liquid Medical Oxygen – Fourth Year	Kilogram	216923	
5.	Liquid Medical Oxygen – Fifth Year	Kilogram	216923	
6.	Total Complete Works for Installation of the Liquid Oxygen Storage Tank and other Allied Services, as per PESO	01	Total Works	

Note:

- Liquid Medical Oxygen Storage Tank to be provided free of cost for the entire period of contract including its extension.

Technical Specification:Liquid Medical Oxygen (LMO) With Storage Unit & Complete Turnkey Work:

- The firm quoting for tender should be a primary manufacturer of Liquid Medical Oxygen.
- The firm selected for supplying liquid medical oxygen has to install the storage tank of appropriate size at the site specified by NEIGRIHMS free of charge, no rental charge will be paid by NEIGRIHMS and obtain the license from chief controller explosive (Competent Authority). The firm has to quote for Liquid Oxygen net price/ Kg.
- The firm has to provide backup support as and when required for the installation without charges.
- Composition of gases should be as per prevailing IP Standard.
- WHO GMP License or other quality certification for manufacturing of gases should be provided by the firm.
- The firm quoting should have valid Drug License issued by State Drug Controller. Copy of the License must be enclosed.
- The firm has to provide list of installations of Liquid Medical Oxygen in India. The performance certificates on the user's letterhead should be provided along with the copies of order received from them.
- The firm quoting for Liquid Medical Oxygen Should have minimum audited average annual turnover of 1 Crore in the last three financial years.
- The firm quoting should ensure connectivity with the hospital oxygen manifold from the site of installation+ of LMO tank/vessel. Firm should satisfy the proper and adequate supply pressure at all concerned oxygen outlets.
- All the above points are mandatory and the bid(s) of those firms not complying with any of the above parameters shall be summarily rejected and no correspondence will be entertained in this regard.
- Annual testing of safety valves of the vessel shall be done by the supplier.
- The firm selected for supply has to maintain the vessel with minimum of five days stock and refill without waiting for supply order every time. The vessel size(one unit) size should be minimum 10KL.
- The weighing of transport of vessel before and after decanting should be done in the presence of authorized person (Gas Keeper/Gas Mechanic/Gas Officer) of the institute at mutually agreed authorized weighting bridge. Weight of vehicle fuel used/reduced during transportation after weighing should be consider while calculating liquid medical oxygen cost.
- The firm should provide documentary evidence regarding the following.
 - Having multi-manufacturing unit & may not be dependent on one Unit only
 - Total production capacity of gases per day in tons (minimum capacity of 10 tons per day)
 - Total storage capacity of Gases at different units.
 - Total No. of Liquid Medical Oxygen Transport tanks.
 - The infrastructure regarding quality control and analysis facilities to test the composition of gases as per IP Standards.
 - The firms have to provide the details of their in-house testing facility for quality of the medical gases and needs to inform regarding facility available with them to test the sample collected from NEIGRIHMS, Shillong in every month.

15. Should provide safety features in line with Global Safety as part of installation may be read as:-

Minimal safety features for LMO installation required are:

- a. Alarm VIE (Vacuum Insulated Evaporator)
 - i. Low content level (Audio-Visual)
 - ii. Low pressure alarm (Audio-Visual) and back up at manifold room.
- b. Alarm VIE low pressure alarm (audio-visual) low pressure in pipeline system.
- c. The tank/vessel should have two separate liquid withdrawal valve with dual parallel regulator system for uninterrupted supply, allowing lines to be sequentially closed for maintenance/repair. One regulator is set at 4.2 bar and other at 3.8 bar as per international practice.
- d. Three way gauge valve for isolation of line pressure with manual maneuver/control.
- e. Remote monitoring telemetry- continuous monitoring of VIE stock (automatic modification of tank replenishment)
- f. GPRS Vehicle tracking system for continuous monitoring of vehicle movement (For Rescheduling filling in case of any mechanical failure of vehicle)

16. The Vessel should be maintained in such a way as to keep natural evaporation rate less than 1% per day. The bidders are required to specify the percentage of losses in their technical bid.

17. The installation of vessel should commence within 120 days of placement of confirmed order by the hospital. Commissioning to be done once the license is obtained.

18. The date of first filling of Liquid Medical Oxygen shall be considered the date of start of supply.

20. Hospital annual requirement at present is approx 1,90,000 ltrs (likely to increase in near future with increase in bed strength)

21. The specification of LMO storage vessel, vaporizer and regulator:-

A. Liquid Medical Oxygen: - As per Indian pharmacopoeia 2014.

B. Storage Vessel

- i. Suitable storage vessel of approximate water capacity of 10 KL, double walled insulated, with MAWP (Maximum Allowable Working Pressure) 17-18 kg/cm² with certified standards as per ASME /EN/Equivalent.

- ii. The vacuum insulated tank (VICC) should consist of an inner vessel made of stainless steel, designed for a positive pressure at cryogenic temperature and an outer vessel made of carbon steel, designed for vacuum. The inner vessel should be supported on the outer vessel. The in-between space is filled with perlite powder to sustain cryogenic temperature and vacuum

- iii. The vessel is to be supported with various valve, devices, inbuilt vaporizer, liquid level gauge and pressure gauge on the front side at easy readable height. Both gauges are to be duly calibrated, all necessary calibration as per requirement will be done by supplier from time to time.

C. Vaporizer:-

- i. The atmospheric vaporizer should be of suitable alloy(s) to be operated at low pressure for continuous supply of oxygen gas. The vaporizer will be put in tandem with the main vessel, with the function of converting Liquid Medical Oxygen into gaseous form, for onward supply.

- ii. Should provide ambient air heat exchanger which is able to vaporise 200 Nm³/hr LMO into vapour.

D. Regulator:-

- i. The regulator to be installed should be a pressure regulator, made of cast steel/ (powder coated), with bonnet & trim parts which are able to maintain the flow of 70 Nm³/hr with Inlet pressure of max. 20kg/cm² and adjustable outlet pressure (range 0.5-10 kg/ cm²).

22. Hospital staff to be trained for day to day monitoring, operation and emergencies.

23. the supplier/bidder has to ensure the supply of LMO of desired quality and quantity within 48 hours of intimation to NEIGRIHMS, Shillong, considering this as a very critical/essential item. Again the vendor /supplier/bidder has to furnish the details of supply facilities and plan, mentioning address with proper documentary evidence to justify that they can supply LMO to NEIGRIHMS within 48 hours of intimation.

24. Maintenance, repair and safety of the whole installation including the LMO vessel will be the responsibility of the supplier.

25. The contract will be valid for a period of 5 years or till the finalisation of the next tender, whichever is later. However the contract will be renewed on yearly basis based on the satisfactory performance of the supplier.

26. Should quote delivered price at NEIGRIHMS, Shillong in Price bid.

NEIGRITHMS