



पूर्वोत्तर इंदिरा गांधी क्षेत्रीय स्वास्थ्य एवं आयुर्विज्ञान संस्थान
North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences
(भारत सरकार, स्वास्थ्य एवं परिवार कल्याण मंत्रालय, स्वायत्त संस्थान)

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

निदेशक ब्लॉक, मावडियांगडंग, शिलांग -793 018 (मेघालय) /Director's Block, Mawdiangdiang, Shillong -793 018 (Meghalaya)

Store & Procurement Section - Email: storeneigrihms@gmail.com; Tele Fax: (0364) 2538032; Website: neigrihms.gov.in

F. No: NEIGR/S&P/O -03/2018 -19/Pt

Notice Inviting Tender
Online tendering through CPPP (<https://eprocure.gov.in/cppp>)

Tender Details:

Tender Enquiry No:	NEIGR/S&P/OT/E -06/2018 -19; Dated: 03.06.2019	
Tender Description:	Processing of Implants /Accessories – (Rigid Posterior Chamber Intraocular Lens Square Edge, UV Light Filtering, etc), on rate contract basis for a period of two years, under Hospital Revolving Fund, for Ophthalmology OT.	
Bid Document Downloading Start Date:	14:00 hours of 03.06.2019	
Pre-Bid Conference and Clarification Session:	16:00 hours of 13.06.2019	
Last Date and Time for Submission of Bid Document Online:	14:00 hours of 04.07.2019	
Last date and Time of Receipt of Earnest Money Deposit (Hard Copy):	14:00 hours of 04.07.2019	
Date and Time of Opening of Techno -Commercial Bids:	14:30 hours of 05.07.2019	
Cost of Earnest Money Deposit (EMD):	Rs 10,000.00 (Rupees Ten thousand only)	
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. For further details regarding tender amendment /date extension, please visit website: www.eprocure.gov.in. Tender document can also be downloaded from the Institute's website at www.neigrihms.gov.in

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. 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 sent to Store & Procurement Officer, Director's Block, Mawdiangdiang, NEIGRIHMS, Shillong -793018 within the stipulated date and time.
6. In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of bids online and opening of bids online will be the following working day at the appointed times.
7. Bidders/Tenderers need to scan and upload the required documents like Goods and Service Tax (GST) registration, PAN Number/Card, valid document regarding the existence and registration of the firm along with the Techno-commercial bid, as per Check List (Section XXI)
8. 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.in which can be seen by all bidders who participated in the tender.
9. The bidders should download the **BoQ.xls** from CPP Portal 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.
10. 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.
11. 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.
12. 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.
13. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that there is no vigilance/CBI/FEMA case pending against the firm/supplier.
14. 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. All prospective bidders/tenderer who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid. Director, NEIGRIHMS, may at his discretion, extends the date and time for submission of bids.
15. The tendered rates and the validity of bids shall be for a period of two years, extendable upto 6 months, or till the finalization of the next tender, whichever is later.
16. NEIGRIHMS reserves all rights to make any changes in terms and conditions of the tender and also to reject any or all bids without assigning any reason thereof.
17. Settlement of disputes – The jurisdiction in respect of settlement of disputes in Stores & Civil contracts shall be as per the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts (Amendment) Ordinance 2018, wherein the provision for pre –institution mediation, has been made mandatory in respective cases by the parties to the disputes. The mediation shall be under the authorities constituted under Legal Service Authority Act, 1987.

For any clarification and further details please contact @ Telephone No: 0364 -2538032 or contact in person during office hours.

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

SECTION II:
INSTRUCTIONS TO BIDDERS

1. Source of Funds

1.1 The Institute is an Autonomous Institute of Ministry of Health and Family Welfare, Government of India, funded by Government of India.

2. Eligible Bidders

2.1 This Invitation for Bid is open to all eligible suppliers from source countries as defined herein.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bid.

2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with sub-clause 36.1.

3. Eligible Goods and Services

3.1 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.2 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and Director, NEIGRIHMS, Mawdiangdiang, Shillong – 793018, Meghalaya hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. Content of Bidding Documents

5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:

Instruction to Bidders (ITB) ;
General Conditions of Contract (GCC) ;
Special Conditions of Contract (SCC) ;
Schedule of Requirements with technical Specifications;
Bid Form and Price Schedules;
Bid Security Form;
Contract Form;
Performance Security Form;
Performance Statement Form;

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bid. The Purchaser will respond in writing to any request for clarification of the bidding documents, which it receives no later than 15 days prior to the deadline for submission of bid prescribed in ITB clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bid, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 7.2 Deleted
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser, at its discretion, may extend the deadline for the submission of bid.

8. Language of Bid

- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) A Bid Form and a Price Schedule (BOQ) completed in accordance with ITB Clauses 10, 11 and 12;
 - (b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - (d) Bid security furnished in accordance with ITB Clause 15.

10. Bid Form

- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, and a brief description of the goods, their country of origin, quantity and prices.

11. Bid Prices

The Bidder shall indicate on the Price schedule the unit price and total bid price of each item in the schedule it proposes to supply under the Contract. The Bidders are allowed the options to submit the bid for any one or more schedules specified in the "Schedule of Requirements" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirements of goods and services specified under each schedule on a single responsibility basis, failing which such bid will not be taken in to account for evaluation and will not be considered for award.

Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The price of the good, quoted is inclusive of all duties and levies, delivery transport and installation charges, full warranty and on-site maintenance during warranty period after installation, if any.
 - (ii) Sales and other taxes which will be payable on the goods if this Contract is awarded.
 - (iii) Free replacement of the stores in case the same remains unutilized or expires.
- 11.3 The Bidder's separation of the price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bid by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 11.4 Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price bid will be treated as non-responsive and rejected, pursuant to ITB Clause 24.

Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

A) 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:

a) 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:

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

b) 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.

B) Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

I) FOB Contracts:

a) On Shipment:

Ninety (90) % of the net FOB price (FOB price less Indian Agency commission) of the goods dispatched shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country and upon submission of documents specified hereunder/90 days credit:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading, marked freight pre paid and four copies of non-negotiable Bill of Lading;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Port of Loading and
- (ix) Port of Discharge

The above documents (i - viii) shall also be received by the purchaser at least one week before arrival of goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

b) On Acceptance:

Balance payment of 10 % of net FOB price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

c) Payment of Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

II) DDP Contracts:**a) On Shipment:**

Ninety (90) % of the net CIF price (CIF price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified in **1(a)**.

b) On Acceptance:

Balance payment of 10 % of net CIF price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

c) Payment of Custom Duty amount with CDEC (if applicable), Customs Clearance and handling charges, Loading/Unloading, Road permit charges, Inland Transportation, Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.**d) Payment of Indian Agency Commission:**

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non – transferable LC shall be opened by the purchaser/consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like GST, custom duty) from the purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the purchaser forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee/user department and the consignee/user department has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.

- (b) Delay in supplies, if any, has been regularized.
- (c) The contract price where it is subject to variation has been finalized.
- (d) The supplier furnishes the following undertakings:

“I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delay in the supplier’s performance

22.1 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.

11.5

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees:

13. Documents Establishing Bidder's Eligibility and Qualifications

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

(a) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified herein . To this end, all bid submitted shall include the following information:

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
- (ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested proforma given);

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract. The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

14.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of a detailed description of the essential technical and performance characteristics of the goods.

(a) Deleted

(b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the commentary to be furnished pursuant to ITB Clause 14 (a)(b) above, the Bidder shall note that standards for workmanship, material and goods, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its

bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in the Schedule of Requirements.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be denominated in Indian Rupees and shall at the bidder's option, be in the form of either Call deposit, deposit, a demand draft, or a bank guarantee from a nationalized/Scheduled Bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country; be substantially in accordance with one of the form of bid security or other form approved by the Purchaser prior to bid submission; be submitted in its original form; copies will not be accepted; and remain valid for a period of 45 days beyond the original validity period of bid, or beyond any period of extension subsequently requested under ITB Clause 16.2.
- 15.4 Any bid not secured in accordance with ITB Clauses 15 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24
- 15.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 90 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 16. The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35 or otherwise may be accepted / extended in lieu of performance security/guarantee, at the discretion of the purchaser.
- 15.7 The bid security may be forfeited if a Bidder: withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or does not accept the correction of errors pursuant to ITB Clause 24; or in case of a successful Bidder, if the Bidder fails:
- (i) To sign the Contract in accordance with ITB Clause 34; or
 - (ii) To furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bid

- 16.1 The tendered rates and the validity of bids shall be for a minimum period of two years from the date, as the tender are finalized /awarded, extendable upto 6 months or till the finalization of next tender by the Institute, whichever is earlier. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.
- 16.3 In the case of fixed prices contracts, in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the bid price corrected as follows:
- “ In case of fixed price contracts, if the award is delayed beyond the expiry of the initial bid validity, no adjustment will be made in contract price (i.e. same as bid price)”.
- 16.4 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

17. Format and Signing of Bid

- 17.1 The tenderers shall submit their tenders online as per the instructions
- 17.2 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract, scanned and upload online at www.eprocure.gov.in The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

18. Sealing and Marking of Bid

18.1 Deleted

19. Deadline for Submission of Bid

19.1 Deleted

20. Late Bid

20.1 Deleted

21. Modification and Withdrawal of Bid

21.1 The Bidder may modify or withdraw its bid online after the bid's submission

21.3 No bid may be modified subsequent to the deadline for submission of bid.

22. Opening of Bid by the Purchaser

22.1 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.

22.2 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.

22.3 Two - Tender system as mentioned in para 21.6 above will be as follows. 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.

23. Clarification of Bid

23.1 During evaluation of bid, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

24. Preliminary Examination

24.1 The Purchaser will examine the bid to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bid are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

24.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive

bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those EMD/Bid security, General Conditions of Contract, Special Conditions of Contract and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

25. Non responsive Bid

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

26. Evaluation and Comparison of Bid

26.1 The purchaser will evaluate and compare the bid previously determined to be substantially responsive, pursuant to ITB clause 24 for each schedule separately. Bidders are allowed the option to bid for any one or more schedules or all schedules and to offer discounts for combined schedules. These discounts will be taken in to account in the evaluation of the bid so as to determine the bid or combination of bid offering the lowest evaluated cost for the purchaser in deciding award(s) for each schedule.

26.2 The Purchaser's evaluation of a bid will exclude and not take into account in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder.

26.3 Bid evaluation will not take into account any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 26.5 and in the Technical Specifications:

- (a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
- (b) Delivery schedule offered in the bid;
- (c) Deviation in payment schedule from that specified in the Special Conditions of Contract;
- (d) Onsite replacement warranty for a period of one year after supply/installation.

26.5 Pursuant to ITB Clause 26.4, following evaluation methods will be applied:

- (a) Inland Transportation, ex-factory/from port-of-entry, Insurance and Incidentals:
 - (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 11. The above costs will be added to the bid price.
- (b) Delivery Schedule:
 - (i) The Purchaser requires that the goods under the Invitation for Bid shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the bid offering the scheduled time of arrival as the base, a delivery "adjustment" will be calculated for other bid at 0.5% of the ex-factory price for each week of part thereof of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bid offering delivery beyond 60 (sixty days) of stipulated delivery period will be treated as non-responsive.
 - (c) The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a bid deviate the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a rate of 10 percent per annum.
 - (d) Deleted

27. In case of emergency situation or the L1 bidder is unable to supply the respective stores within the delivery period of 60 days or the quantity required is more than the capacity of the L1 bidder, as per the recorded opinion of user or store/ institute. Then the next lowest techno commercially complaint bidder may be allowed to supply upto 50% of the requirement of emergency stores, in case agreeable to the bidder at the L1 rates, within 30 days of placement of order (half of the actual time period of deliver, as per original tender conditions); or else liquidated damages, as per conditions of contract shall apply.

28. Contacting the Purchaser

28.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

29. Post-qualification

29.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 13.3 and is qualified to perform the contract satisfactorily.

29.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.

29.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder.

30. Award Criteria

30.1 Subject to ITB Clause 32, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive, has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

31. Purchaser's right to vary Quantities at Time of Award

31.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bid

32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bid at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders.

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of performance security or otherwise decided pursuant to ITB Clause 35, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

34. Signing of Contract

34.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

34.2 Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

35. Performance Security

35.1 Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.

35.2 Failure of the successful bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bid.

36 Corrupt or Fraudulent Practices

36.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a Bank loan, requiring Bidders, Suppliers, Contractors and Consultants to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

36.2 Furthermore, Bidders shall be aware of the provisions stated in the General Conditions of Contract.

SECTION III:
GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "Shillong" means the state capital of the State of Meghalaya in India.
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules of the World Bank as further elaborated in SCC.
- 3.2 For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample/specimen or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in

performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7. Performance Security

- 7.1 Within 15 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - (a) A Bank guarantee, Call deposit or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) A cashier's cheque, or demand draft.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 45 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all-reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the SCC & Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP", and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
- 10.3 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

12. Transportation

- 12.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - (d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

- 14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall have minimum validity of 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 16.3 The Supplier shall make promptly remit payments after submission of the invoice and other related documents.
- 16.4 Payment shall be made in Indian Rupees.

17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

- 18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) The method of shipping or packing;
 - (c) The place of delivery; and/or
 - (d) The Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“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.

“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 Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar

to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 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 not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

- 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

- 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within 30 days after the Purchaser shall accept the Supplier's receipt of notice of termination at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 28.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 28.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the purchaser shall pay the Supplier any monies due the Supplier.

29. Limitation of Liability

- 29.1 Except in case of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6, the supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential, loss or damage, loss of use, loss of production, or loss of profit or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

- 30.1 The contract shall be written in the language specified in ITB/SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

31. Applicable Law

- 31.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

32. Notices

- 32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33 Taxes and Duties

- 33.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

34. Fraud and Corruption

- 34.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and
- (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and

(d) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

SECTION IV:
SPECIAL CONDITIONS OF CONTRACT

1. On receipt of bidder orders and after supply, Bills shall be submitted in Quadruplicate along with a receipted copy of challan/stores receipt note duly endorsed in the desk of the Security Officer in this Institute.
2. Installation, demonstration, operational techniques and associated services, if any, to be provided by the supplier/vendor/bidder within the cost indicated.
3. The bidders/ representatives who are present in the opening shall sign evidencing their attendance. The Price/Financial bid of the bidders whose bid is found technically suitable (after the selection of samples, if any) only will be opened. The decision of the committee on technical suitability shall be final and shall not be opened for discussion. Every bidder must go through the terms and conditions of bid carefully and understand them before submitting the Bid. No excuse that the conditions have not been read or understood will be entertained later.
4. Orders will be placed with the selected bid parties and payment will be made to them directly. In case the selected company wants to supply and raise the bill through their authorized distributor, the name and address should be given while submitting the bid itself.
5. Each supply and batch should be accompanied with photocopy of quality certificate from Government approved stores testing laboratory. Samples for testing the stores should have been collected by the stores testing laboratory.
6. Rates (separately mention the Goods and Service Tax (GST) and its percentage) should be quoted in the BOQ separately for each item. The rate mentioned in words will be taken while finalizing the bid. Hence, special care should be taken to write the rates in figures as well as in words in such a way that interpolation is not possible. The total amount should be written before the figures and "Ps" after the decimal figures (for eg. Rs.2.15Ps) and in the case words 'Paise" should be written at the end. Unless the rate is in whole rupees and followed by the word only, it should invariably be upto two decimal places.
7. Rates (separately mentioning the Goods and Service Tax (GST)) should be quoted separately for each item according to the unit asked. The contract rates should include charge for the door delivers of the goods at the Stores/Department, NEIGRIHMS Hospital. Bid not stipulating period of delivery with price variation clause and merely indicating that items will be supplied at present market rates and subject to prior sale conditions are liable to be rejected.
8. Bidders are requested to retain a copy of the Bid Schedule indicating the rates offered by them for various items in the Schedule.
9. Every correction in the Bid should invariably be initiated by the Bidders, failing which the Bid will be liable to be rejected.
10. No Bidder shall be allowed at any time and on any ground whatsoever, any claim for revision or modification of the rate quoted by them during the contract period.
11. The prices quoted by the Bidder shall not, if any case, exceed the controlled price, if any, fixed by the Govt. at the time of the supply of the articles to the Institute. If the price quoted is found to be in excess of the controlled price permissible under the Hoarding and Profiteering Prevention Ordinance. 1943 as amended from time to time, the bidder will specifically mention this fact in his bid along with reasons for having quoted such higher price. This discretion will be exercised without prejudice to any other action that may be taken against the Bidder.
12. No interest will be allowed in this Deposit. Bid not accompanied by the Earnest Money Deposit in the form specified above will not be considered.
13. The bidder which fails to honour the supply order for two or more times in the bid period, the EMD of the bidder will be forfeited. In addition to the recovery of Risk Purchase involved for the above purchase. Further, the bidder will also be **blacklisted for 3 years** to trade with this institute.
14. The quantities mentioned in the bid schedule may be increased or decreased at the discretion of the Director.
15. The bidder shall also execute an agreement within seven days from the date of receipt of communication for the due fulfillment of the contract within the contract period in the letter of acceptance. The bidder shall have to pay the expenses for the execution of the agreement. Failure to execute the agreement within the contract period on the part of the successful bidder or withdrawal of his bid after the intimation of acceptance of bid has been sent to him or failure to comply with the contract owing to any other reason will entail cancellation of his contract.
16. The Earnest Money Deposit paid by him along with his bid will be forfeited and the bidder will also be liable for all damages sustained by the Director, by reason of such breach and ultimately paid by the Director for the items purchased at the current Market Rate. Such damages shall be assessed by the Director whose decision is final and the amount so assessed is recoverable. In the event of such amounts being insufficient, the balance may be recovered personally from the bidder from his properties.
17. The EMD/Security deposit shall be refunded to the bidder within three months after the expiry of the contract but in the event of any dispute arising between the Institute and the Bidder, the Director shall be entitled to deduct out of the deposits or the balance thereof until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed.

18. Stores etc. supplied to the Institute should be good quality and the decision of the Director in this regard is final and binding on the Bidder. If the Drug/accessories quality is not satisfactory and they do not meet the requirements, the same will be rejected and has to be removed by the Bidder or by the Bidder from the Institute immediately after receipt of intimation at their own expenses.
19. The Director will be at liberty to terminate, without assigning any reason contract either wholly or in part on one month's Notice. The bidder will not entitled to any compensation whatsoever in respect of such termination. The contracts shall also be renewed for a further period beyond the contract time in cases where such renewal is necessary.
20. The Successful Bidder may not sublet without the permission of Director.
21. In case any difference of dispute arises in connection with this contract, all legal proceedings relating to the matter, shall be instituted in the courts in Shillong, within whose jurisdiction, the purchasing officers voluntarily resides.
22. Any attempt on the part of the Bidders or their agents to influence the department in their favour by personal canvassing with the officers concerned will disqualify the bid.
23. SELECTION OF BID WOULD VERY MUCH DEPEND UPON THE LOWEST RATE. (INCLUDING THE TAX) (GOODS AND SERVICE TAX (GST)) EFFICACY AND QUALITY OF THE PRODUCTS OFFERED SAMPLES SHOULD THEREFORE BE SUBMITTED FOR THE ITEMS CALLED FOR BY THE DIRECTOR AT THEIR OWN COST FAILURE TO SUBMIT SAMPLES WILL LEAD TO REJECTION OF BID.
24. Prices quoted should be inclusive of all charges like packing, forwarding and duties, cess etc. (separately mentioning the GST), which are or may become payable by the bidder under existing or future laws or rules of the country of origin/supply of delivery during the course of execution of the contract. The Bidder will invariably furnish the following certificate with their bills for payment.

"Certified that the goods on which GST have been charged have not been exempted from the GST Act or the State GST and or the rules made there-under and that the amount charged on account of GST on these goods are correct under the provision of relevant act or the rules made there under; "Certified that we _____ are registered under Central Registration No. _____ for purpose of GST.
25. All Stores, Chemical should conbidder to the standard required. I.P. denotes Indian Pharmacopoeia B.P. denotes British Pharmacopoeia, INF denotes Indian national Formulary. The stores should also comply with the standards required under rule 124 of the Stores Act 1945. Minimum content of active ingredients should not be less than the labeled amount at the time of delivery of stores.
26. In case of Stores with life:
 - a. Stock should be supplied to this Institute from the latest batch and such a stock should have a minimum life period of two years, depending upon the normal potency prescribed thereof.
 - b. In the event of such stores not being utilized within their life period, the bidder should undertake to replace the unexpended stock by fresh stock without any extra cost.
 - c. Bidders should clearly mention the Brand name of the stores, etc., offered by them in their bid. The composition of the formulations, wherever possible should be furnished.
27. The contract shall remain in force for a period of one year and may be extended, if necessary at the discretion of the competent authority.
28. The Bidder will invariably inscribe/stamp on each supply pack "NEIGRIHMS SUPPLY" – "NOT FOR SALE/ RESALE OR EXCHANGE" along with Batch No., Manufacturing Date & Expiry Date of Stores.
29. Colour photographs of both sides of the tablets/capsules/drug and strips may be asked for by the Director, NEIGRIHMS or his authorized representative.
30. If the strip and tablets are not visibly different in color, size and shape from the other tablets/capsules quoted by the bidder, the bidder may not be selected, even if this price is lowest. Hence bidders are requested to make sure the tablets/capsules do not physically reassemble each other.
31. All I.V. fluids & eye/ear drops unless otherwise indicated should be supplied in FFS technology. The bottles should be well packed in sturdy boxes to withstand stacking. If packing is not satisfactory and the cardboard boxes flimsy, the supply will be rejected. Proper maintenance of the cold chain during transport is essential. Packages received without proper cool packs and whose temperature is not within stipulated range will be rejected.
32. 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.
33. NEIGRIHMS reserves all rights to make any changes in terms and conditions of the bid and also to reject any or all bid without assigning any reason thereof.
34. Deleted
 - Covering letter in the prescribed format (**Ref: Annexure-I-A**)
 - All bid must accompanied by Bid Security /Earnest Money deposit (EMD) of an amount for each schedule as shown in the list of items, in the form of Call Deposit/Demand Draft in favour of Deputy Director (Admnistration), NEIGRIHMS, Shillong. EMD submitted in any other form or bid without EMD shall not be accepted.

- The EMD of the successful bidder shall be retained till completion of the bid period but shall not carry any interest. If the successful bidder fails to execute the agreement and / or fails to deposit the performance security within the specified time, or withdraws his bid within the validity period of the bid, the EMD shall be forfeited.
 - Duly attested photocopies of valid manufacturing license for the products offered.
 - Declaration on details of manufacturing/trading unit, installed capacity of the item quoted, testing facilities and nearest after sales service facility with details of technical personnel, along with non – conviction certificate / declaration for the past 3 years. (**Refer Annexure I**)
 - Details of supplies made during the last 3 years with summary of Purchase Orders and performance certificates issued by clients in the specific format (**Refer Annexure II**). Items supplied to Govt. institutions and other institutions etc., if any for the last 3 years with copies of Supply Order/Purchase Order and Performance certificates are to be separately highlighted.
 - Annual Turnover Statement for the last 3 financial year with statement of concurrent commitment in the tentatively specified format (**Refer Annexure III**) certified by the Auditor / Chartered Accountant/ Gazetted Officer.
 - Current & Valid GST Clearance Certificate / Goods and Service Tax (GST) registration, Authorization like Power of Attorney or Resolution of the Board for the officer of the company who has signed the bid document and the bid.
 - Undertaking in the form at **Annexure IV** confirming acceptance of all terms and conditions of the bid including special condition.
 - An undertaking on fraud and corruption as per **Annexure V**.
 - Authorization from the manufacturer/Importer for the items quoted in **Annexure VI**.
 - Catalogue, literature and schematic diagrams (where applicable) of all the equipment being offered.
 - The list of items quoted shall be furnished in **Annexure VII**. The list shall specifically indicate the make / model no., manufacturer and brand name (if any) along with technical specifications. In the technical bid, the bidder shall confirm that, in case he becomes the successful bidder he shall abide by the following stipulations which shall also form a part of his undertaking.
 - **PRICE/ FINANCE BID- “COVER B”**
 - a) Bid shall be submitted by uploading all the relevant document online at www.eprocure.gov.in
 - b) The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, Goods and Service Tax (GST), Freight, Insurance, Installation / Commissioning etc. showing the break – up of cost on % age basis separately for each item as shown in Annexure VIII.
 - c) The landed price per unit shall be the criteria for determining the L1 rate.
- 35. BID EVALUATION** -Bids will be evaluated with reference to various criteria and one of such criteria is that the rate per unit (landed price) for determining the L1 rate (lowest rate). Conditional discounts shall not be taken into account for price comparison. However same shall be considered in case of placing order if the bidder happens to be L1.
- 36. VALIDITY OF BID** - The tendered rates and the validity of bids shall be for a minimum period of two years from the date, as the tender are finalized /awarded extendable upto 6 months or till the finalization of next tender by the Institute, whichever is earlier. Bid with shorter validity shall be rejected. Purchaser may solicit bidders’ consent to an extension of bid Validity period. A bidder may refuse extension request without forfeiting the bid Security.
- 37. REASONABILITY OF RATES / FIRM PRICE**-The bidder shall certify that the rates quoted are the lowest ones for any institution in the country. If the bidder is stockiest / distributor / dealer, he shall confirm that the price quoted are based on manufacture’s list price with appropriate discount & shall enclose manufacture’s price list or priced bid in support of his claim. During the period of the contract, if the price of any bided items is reduced due to any reason including any Law or Act of the Central / State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the Director, NEIGRIHMS and shall charge the reduced rates. The Director, NEIGRIHMS is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction of rates. Subject to the condition stipulated above, the prices shall remain **firm** for the validity period of bid and on no account any increase in price shall be entertained till the completion of the bid period. No bidder will be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation /

typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

- 38. STATUTORY TAXES / DUTIES** -In case of any enhancement of Taxes and / or duties or levy of fresh Taxes / duties due to Statutory Act of the Government, after date of submission of the bids and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the bid. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional / fresh levies for the supplied item. However, the same shall not be borne by the purchaser in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract. Further, in case a successful bidder has been enjoying Excise Duty exemption on any criteria like turnover etc. and at a later date, during currency of the contract, even if excise Duty becomes chargeable on goods manufactured, the same shall be to the supplier's account and shall not be borne by the purchaser.
39. **PERFORMANCE SECURITY DEPOSIT:** The successful bidder, within 30 days of receipt of award/Purchase Order, shall be required to submit Performance Security Deposit of 5 % of the order value in the form of Performance Bank Guarantee in favour of the Financial Adviser, NEIGRIHMS valid till the end of the contract period. The Bank Guarantee shall be returned on completion of the Warranty period of the goods supplied. However, if the supplier fails to execute the order or fails to perform his services as per contract, in addition to other penal actions, the Bank Guarantee shall be encashed & the amount forfeited.
40. **AGREEMENT:** The successful bidder shall execute an agreement on non – judicial stamp paper of value of Rs. 100/- (stamp duty to be paid by the bidder) as per proforma in “**Annexure X**” within 15 days from the date of the intimation from Bid Inviting Authority informing that his bid has been accepted.
41. **NON – ASSIGNMENT:** The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons whatsoever.
42. **COMMUNICATION:** All notices or communications relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given of the bidder if delivered to him or left at his premises, places of business or abode.
43. **ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD:**
Failure of the successful bidder to comply with the requirements of signing of contract and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
44. **TENTATIVE QUANTITY:** The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of the Bid Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.
45. **INSPECTION & QUALITY ASSURANCE:** The Director, NEIGRIHMS and / or his authorized representative(s) have the right to inspect the manufacturing facilities of those bidders/ companies who have quoted or whose items have been quoted for this bid, before accepting their rates or before awarding the contract, or at any point of time during the continuance of the bid and has also the right to reject the bid or not to reorder based on facts brought out during such inspections. During the process of manufacture / fabrication of the ordered items, stage wise as well as random inspections may be carried out by authorized technical personnel to ensure compliance to specification / quality. However, such inspection shall not absolve the supplier from his responsibility of strictly adhering to the specifications & other conditions spelt out in the bid.
46. **DELIVERY CONDITION:** The supply of items and successful commissioning shall be completed within thirty days from the receipt of the Supply Order. The supply, installation, commissioning of the equipment and trial run have to be done by the supplier or his authorized agent. No additional charges for these services shall be paid. The supplier or the Indian agent shall be responsible for these services for imported items. The units as per order shall be handed over to the authorized representative(s) of Director at the specified location and the same shall be duly received after installation, commissioning and satisfactory demonstration.
47. **PAYMENT TERMS:** No advance payment shall be made. 90 % payment for the supplied items shall be made after receipt of the fully functional stores and completion of all codal formalities subject to

submission of Bank Guarantee for Performance Security, relevant documents, test certificates, warranty certificates etc. Balance 10 % payment shall be released on final acceptance of stores.

- 48. PENALTY FOR DELAY IN DELIVERY:** In case there is delay in delivery beyond the stipulated period as mentioned in delivery clause, there shall be reduction in price @0.5 % of the value of delayed goods per week of delay or part thereof subject to a maximum of 10 % of the total order value. Once the maximum price is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any bid for the next 3 years. In addition to forfeiture of EMD and Bank Guarantee for Performance Security and other penal provisions.
- 49. FORCE MAJUERE:** The above condition of delivery period, reduction & termination etc. are subject to majuere conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the Director, NEIGRIHMS at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.
- 50. FRAUD & CORRUPTION:** The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purpose of this provision, the following acts shall be considered a corrupt and / or fraudulent practice-
- “Corrupt Practice” means offering, giving, receiving or soliciting directly or indirectly, of any thing of value to influence the action of an official in the procurement process or in contract execution.
 - “Fraudulent Practices” means misrepresentation or omission of facts in order to execute of contract.
 - “Collusive Practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
 - “Coercive Practices” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or in execution of a contract.
- During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agents has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then
- The bid shall be rejected, and
 - Declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.
- In the bid document itself, an undertaking from the bidder may be obtained in the format at **Annexure – V**.
- 51. LOCAL CONDITIONS :**It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the contract. The purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price extension of time schedule of delivery of goods shall be entertained after purchaser accepts the bid.
- 52. WAIVAR / ALTERATION :** Bidders request for waiver, alteration etc in respect of bid document fee. EMD, performance security etc. shall not be entertained and hence no formal reply shall be given for such requests. The Un-priced bid shall not be opened of those bidders who have not compiled with the provisions of the bid Document Fee and / or EMD clause of the Bid Document.
- 53. ADJUDICATION / REVIEW BOARD:** Any dispute arising out of or during execution of the contract shall be settled with mutual agreement through an Adjudication/Review Board appointed by the Director, NEIGRIHMS having officers belonging to other departments not related to the purchasing department.
- 54. SAVING CLAUSE:** No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of bid.
- 55. LAWS GOVERNING THE CONTRACT & JURISDICTION:** The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the bid such dispute would be subject to the jurisdiction of the Civil Court within the city of Shillong only.

**SECTION V: BID FORM , PRICE SCHEDULE, BID SECURITY ,
PERFORMANCE AND CONTRACT FORM**

ANNEXURE I-A-(SPECIMEN PROFORMA OF COVERING LETTER OF THE BIDDER)-TO BE PLACED IN TECHNO-COMMERCIAL BID

ANNEXURE I-A

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

Dear Sir,

I/We hereby submit our bid for the Bid No. _____ in the prescribed format along with all the associated and supporting documents. _____

I/We now enclosing herewith the Call Deposit No..... dated..... for Rs. _____/- drawn in favour of the "FINANCIAL ADVISER, NEIGRIHMS, SHILLONG" towards EMD/Bid Security (Scheduled bank should have branch in Shillong. Bids not accompanied with EMD/Bid Security (along with Technical Bid in case of two-bid system) shall be summarily rejected.

I/We hereby agree to all the terms and conditions, stipulated by the N E I G R I H M S in this connection including delivery, penalty etc. Bid for each group are being submitted under separate covers and sheets and shall be considered on their face value.

I/We have noted that over written entries shall be deleted unless duly re-written and initialed.

I/We undertake to sign the contract/agreement if required within 15 (fifteen days) from the issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the NEIGRIHMS , Shillong-793018.

I/We have gone through all terms and conditions of the bid documents before submitting the same.

Yours faithfully,

Signature of the Bidder

Witness:

1.

2.

ANNEXURE I
(SPECIMEN DECLARATION FORM ON MANUFACTURING FACILITIES /AFTER SALES SERVICE)-TO BE PLACED IN TECHNO-COMMERCIAL BID

Annexure – I

Declaration on Bidder facilities / after Service

Bid Enquiry no: _____

For supply of: _____

1. Name of the Bidder :
2. Full postal Address:
3. Telephone No./Fax No.:
4. Email Address:
5. Date of inception of business:
6. Registration no. & date:
7. Issued by:
8. Valid till:
9. Details of manufacturing activity:
& item wise capacity
10. Detail of after Sales & Service & AMC facilities available locally:
 - a) Name of the Agency:
 - b) Full Postal Address:
 - c) Phone / Fax / E-mail:

11. Name of the Person responsible for 10 above:

Sl. No.	Name	Designation	Age	Residential Address with Contact numbers, fax, e-mail

12. Name of Govt. Department / Pvt. Institutions **As per enclosure**

to which the Bidder already supplied the items with quantity, value and supply period

- i. Has the bidder ever been black listed by any Govt. agency? If yes, give details.
- ii. Are any cases pending in the court related to any supplies? If yes, give details.
- iii. Does the firm have the adequate facilities for Inspection and quality control? Please give details.

I, _____ Prop. / Partner / Director of

M/s _____

Hereby declare that the information given in this form is true and correct to the best of my knowledge & belief.

I / We agree to the bid inviting Authority forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a period of 3 years, if any information furnished by us to be false at the time of inspection and non-compliance with the terms and condition of the contract.

I offer to supply the items mentioned in the schedule (enclosed in price bid) at the rates quoted therein. I agree to hold this offer for one year after finalization of rate contract

Dated:**Signature** _____**Name of bidder** _____**Address** _____

**ANNEXURE II
(SPECIMEN PROFORMA FOR PERFORMANCE STATEMENT)-TO BE PLACED IN
TECHNO-COMMERCIAL BID**

Annexure - II

**PROFORMA FOR PERFORMANCE STATEMENT
(For a period of last 3 years)**

Bid No. _____ Date of opening _____ Time _____ Hours _____

Name of the Firm _____

Order placed by (full address of Purchaser) 1	Order No. and Date 2	Description and quantity of ordered goods 3	Value of order 4	Date of completion of delivery		Remarks indicating reasons for late delivery, if any 7	Has the supply of goods been satisfactory performance?*(Attach a certificate from the Purchaser/Consignee) 8
				As per contract 5	Actual 6		

Signature and seal of the Bidder _____

* The Bidder shall also furnish the following documents in connection with their past performance:

-

For supplies within India /Exports

For supplies made to public sector units in India, an Affidavit confirming that the performance statement given is correct.

However in case of supplies to private sector units, an Affidavit confirming that the performance statement is correct along with following supporting evidence:-

Copy of Supply/Purchase Order (s)

Copy of Invoice (s)

Proof of Payment received from Purchaser (s)

Certificate from the purchaser(s) in support of satisfactory completion of the Contract for the supplies made.

**ANNEXURE III-
(TENTATIVE SPECIMEN PROFORMA FOR ANNUAL TURN OVER
STATEMENT)-TO BE PLACED IN TECHNO-COMMERCIAL BID**

Annexure – III

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s _____ for the past three years and concurrent commitment for the current financial years are given below and certified that the statement is true and correct

Sl. No.	Year	Turnover in Lakhs (Rs)
1.	200 – 200	-
2.	200 – 200	-
3.	200 – 200	-

Total - Rs. _____ lakhs.

Average Turn Over per annum - Rs. _____ lakhs.

Concurrent Committee

Sl. No.	Contract ref.	Purchaser	Total Contract Value	Outstanding Value	Estimated delay in completion date
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Dated:

Seal:

Signature of Auditor / Chartered Accountant
(Name in Capital)

ANNEXURE IV-(SPECIMEN PROFORMA FOR UNDERTAKING BY THE BIDDER)-TO BE PLACED IN TECHNO-COMMERCIAL BID

Annexure – IV

UNDERTAKING

To,
The Director,
NEIGRIHMS,
Mawdiangdiang, Shillong – 793018

Bid Enquiry No. _____

For supply of _____

Sir,

I, Shri _____, on behalf of M/s _____ having registered office at _____, do hereby declare that I have gone

through the terms and conditions mentioned for the above and undertake to comply with all bid terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.

- I / We undersigned hereby bind myself/ourself to the Office of the Director, NEIGRIHMS, Shillong to supply stores as ordered by NEIGRIHMS, Shillong.
- The rates quoted by me/us for the items bided for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than MRP / prevailing market rate.
- The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the office of the Director, NEIGRIHMS, Mawdiangdiang, Shillong – 793018 (herein after called the said Director) as regard to the quality and specification of article shall be final and binding on me/us.
- We agree to the conditions of the bid which the EARNEST MONEY DEPOSITS and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
- We hereby undertake to pay the penalty as per the terms and conditions of the contract for delayed supply of the ordered items.
- We agree to accept the amount of the bill to be paid by the purchaser after completion of all codal formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
- We hereby undertake to supply the items during the validity of the bid as per direction given in supply order within the stipulated period.
- The Director, NEIGRIHMS has the right to accept or reject any or all the bid without assigning any reason.
- We understand all the terms and conditions of the contract and bind myself / ourselves to abide by them.

We hereby declare that there is no vigilance/CBI or court case pending/ against us at the moment.

SIGNATURE:

NAME & DESIGNATION:

DATE:

NAME & ADDRESS OF:

THE FIRM

SEAL:

**ANNEXURE V
(SPECIMEN PROFORMA FOR ANNUAL TURN OVER STATEMENT)**

Annexure – V

**UNDERTAKING ON
FRAUD AND CORRUPTION**

We M/s _____ do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of _____ under bid reference no. _____ dated _____ we shall strictly observe the laws against fraud and corruption in force in the country.

Sd/-

Signature of Proprietor/Partner/ Director
Designation:

Seal:

**ANNEXURE VI
(SPECIMEN MANUFACTURER'S AUTHORISATION FORM)**

Annexure – VI

MANUFACTURER'S AUTHORIZATION FORM

No. _____

dated _____

**To,
The Director,
NEIGRIHMS,
Mawdiangdiang, Shillong – 793018**

Dear Sirs,

Ref. Your TE document No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (name and description of the goods offered in the tender) having factories at _____, hereby authorise Messrs _____ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Our other responsibility include:-

- i) We undertake that we will provide service/spares/accessories etc. through our agent as per terms and conditions of contract
- ii) We undertake that in case of any change of Dealer/Agent, we will inform the Purchaser about the award of dealership to new agent with address and telephone no.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note:

- This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
- Original letter may be sent.

CONTRACT AGREEMENT FORMAT

THIS AGREEMENT made the _____, between **North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences, Mawdiangdiang, Shillong – 793018**, ("hereinafter called the "purchaser") and _____ ("hereinafter called the "supplier") of the other part.

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., _____ vide Tender Enquiry No: _____) and has accepted a bid by the Supplier for the supply of those goods in the sum of "_____" (Hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Bid Form and the Price Schedule submitted by the Bidder: - _____
 - (b) The Schedule of Requirements: - _____
 - (c) The Technical Specifications: - _____
 - (d) The General Conditions of Contract: - _____
 - (e) The Special Conditions of Contract: - _____
 - (f) The Purchaser's Notification of Award: - _____
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods / services, which shall be supplied /provided by the Supplier, are as under:

Sl. No.	Description of Goods	Unit	Rate per unit	Total Amount (DDP at Consignee Site)

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said..... (For the Purchaser)

In the presence of:

Signed, Sealed and Delivered by the

said..... (For the Supplier / Manufacturer)

In the presence of:

Counter Signed /Confirmed by

..... (Principal /Manufacturer)

Note: 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.

LIST OF REQUIREMENT:

Sl. No.	Description of Stores /Items		Manufacturer /Brand
1.	Implants: +20.0 D (6.00 mm)	To implant inside the eye (Posterior Chamber)	
2.	Implants: +20.5 D (6.00 mm)	To implant inside the eye (Posterior Chamber)	
3.	Implants: +21.00 D (6.00 mm)	To implant inside the eye (Posterior Chamber)	
4.	Implants: +21.5 D (6.00 mm)	To implant inside the eye (Posterior Chamber)	
5.	Implants: +22.00 D (6.00 mm)	To implant inside the eye (Posterior Chamber)	
6.	Implants: +22.5 D (6.00 mm)	To implant inside the eye (Posterior Chamber)	
7.	Implants: +23.00 D (6.00 mm)	To implant inside the eye (Posterior Chamber)	
8.	Implants: +23.5 D (6.00 mm)	To implant inside the eye (Posterior Chamber)	
9.	Implants: +24.0 D (6.00 mm)	To implant inside the eye (Posterior Chamber)	
