REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL

e-Tender for supply and installation of Platelet Agitator and Cryofuge for use of IHBT Department RIMS Hospital, Imphal.

Regional Institute of Medical Sciences, Lamphelpat,
Imphal-795004.
Email: rims@rims.edu.in
Website: http://rims.edu.in

SECTION I

Regional Institute of Medical Sciences, Imphal, Manipur - 795004

NOTICE INVITING TENDERS (NIT)

e-Tender Enquiry No.: *143-IHBT/E/RIMS-17* **18/12/2019**

NOTICE INVITING TENDERS (NIT)

(1) Director, Regional Institute of Medical Sciences, Imphal invites sealed tenders, from eligible and qualified Bidders for supply of following equipment/Items for RIMS, Imphal:

Schedule No.	Equipment/Item Name	Quantity (No)	EMD
1	Cryofuge (Refrigerated Centrifuge)	2 nos.	Rs.30,000/-

(2) The Schedule of E-Tendering Activities are as under:

e-Tender Schedule

1.	Tender documents available place	Tender documents can be downloaded free of cost from http://www.rims.edu.in and https://eprocure.gov.in
2.	Cost of Tender Document	Free
3.	Earnest Money Deposit (EMD)	Should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "**Director, RIMS, Imphal**" and payable at Imphal only. **EMD may be enclosed in an envelope. Name of the firm, tender notice no. & date should be mentioned clearly.** EMD received after last date of tender will be summarily rejected.
4.	e-Tender submission	Two Part Tender comprising of Technical Bid and Price Bid should be submitted ELECTRONICALLY at https://eprocure.gov.in Stage-1 – Technical Bid, Stage - 2 - Price Bid. Tenders received after the due date and time will be summarily rejected. **(bidders are not required to submit hard copy of tender document)**

5.	Start of Purchase of Tender Document	19th Dec 2019
6.	End of Purchase of Tender Document	31st Dec 2019 at 1:00 PM
7.	Date and Place of Pre-Bid meeting	23rd Dec 2019 at 3:00 PM
8.	Date of uploading revised/ finalized RFP and Bid Submission Start Date	
9.	Due Date, Time and Place of submission of Tender	2nd Jan 2020. 4:30 PM
10.	Date, Time and Place of opening of the Technical Bids	04.1.2020. 1:30 PM at the Office of Director, RIMS, Imphal
11.	Date, Time and Place of Demonstration, where required, of the goods/ equipments.	
12.	Date, Time and Place of opening of Price Bids	
13.	Bid validity	180 days liable to be extended as per the request of RIMS, Imphal.

(3) Tender documents may be viewed or downloaded online by interested and eligible bidders from the website www.eproc.gov.in on the above mentioned dates. Tender document may also be viewed from the website www.rims.edu.in

(4) Bidders can submit its tender online at www.eproc.gov.in on or before the key dates given above along with EMD/Bid Security mentioned above.

(5) All further notifications/amendments, if any shall be posted on www.eproc.gov.in and www.rims.edu.in only. No separate communication shall be made with individual Bidders.

Deputy Director (Admn),
Regional Institute of Medical Sciences,
Imphal, Manipur - 795004
URL: www.rims.edu.in
PHONE: 0385 - 2411484

Bidder's Signature & Stamp

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Bidder's Signature & Stamp

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SECTION II
GENERAL INSTRUCTIONS TO BIDDERS (GIT)

1. Definitions and Abbreviations:

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

Abbreviations used in the Document

BG	Bank Guarantee
CMC	Comprehensive Maintenance Contract
DD	Demand Draft
EMD	Earnest Money Deposit
INR	Indian Rupees
ITR	Income Tax Return
LD	Liquidated Damage
LOA	Letter Of Acceptance
LOI	Letter of Indent
PAN	Permanent Account Number
RIMS	Regional Institute of Medical Sciences, Imphal
SD	Security Deposit
SPOC	Single Point of Contact
ST	Service Tax
TDS	Tax Deduction at Source
TE Document	Tender Enquiry Document or Tender Document
TIA	Tender Inviting Authority

Definitions used in the Tender Document:

1	Bid	Means the complete bidding document submitted by the Bidder to the Authority (RIMS, Imphal) and shall include any corrections, addenda and modifications made therein In accordance with the terms and conditions of tender.
2	Bidder	Means the party who makes a formal offer in pursuance of the tender floated.
3	Consignee	means the Hospital/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
4	Contract	means the written agreement entered into between the Tender Inviting Authority and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
5	Day	A day means a calendar day
6	Goods	means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, associated software, industrial plant etc. which the supplier is required to supply to the Tender Inviting Authority under the contract.
7	Invitation of Bid	Means the advertisement published in accordance with the legal requirements or notifications by other means to prospective Bidders of the forthcoming opportunity to Bid for the Contract.
8	Letter of Acceptance	Means the formal acceptance of the bid of the Successful Bidder by RIMS, Imphal
9	Lowest Tender	Means the tender which, on evaluation, is found to be the most beneficial to the procuring entity in financially quantifiable terms.
10	Ordering Authority	means the competent authorities of RIMS, Imphal purchasing goods and services as incorporated in the Tender Enquiry document.
11	Payment	Means the amount payable by RIMS, Imphal based on the tendered items as per the agreement.

12	Purchaser	Purchaser means the end-user for whom the procurement / Services is indented through the tender.
13	Service Tax	As per the announcement of Government of India, service tax will be paid at actuals as applicable
14	Successful Bidder	means the Bidder who becomes successful through the tender process
15	Supplier	means the individual or the firm supplying the goods and services as incorporated in the contract.
16	Tender Inviting Authority	Is the Deputy Director (Admn), Regional Institute of Medical Sciences, Imphal.

2. General Instructions

2.1 General

a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.

b) It will be imperative for each Bidder(s) to familiarise himself/ themselves with the prevailing legal situations for the execution of contract. RIMS, Imphal shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by RIMS, Imphal. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise himself.

d) The Bidder shall be deemed to have satisfied himself fully before bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract, whichever is later, on account of any reasons whatsoever.

f) The Bidder shall make all arrangements as part of the contract to supply, commission and train the beneficiaries at various locations at their own cost and transport.

g) The Bidder should be fully and completely responsible to RIMS, Imphal for all the deliveries and deliverables.

2.2 Clarification of Tender Document

2.2.1 At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the condition in Tender documents by an amendment. All the prospective Bidders who have downloaded the tender document will be notified of the amendment only through website i.e. http://www.eproc.gov.in and www.rims.edu.in and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders.

2.2.2 Any person who has downloaded the tender document should watch for amendment, if any, on the website of RIMS, Imphal www.rims.edu.in and http://www.eproc.gov.in and Tender Inviting Authority will not issue separate communication to them.

2.2.3 A bidder requiring any clarification or elucidation on any issue of the Tender Documents may take up the same with the Tender Inviting Authority in writing. The Tender Inviting Authority will respond in writing to such request provided the same is received by the Tender Inviting Authority not later than 10 (ten) days prior to the prescribed date of submission of tender.

2.3 Amendments to the Tender

a) Before closing of the Tender, clarifications and amendments if any will be notified only in the websites mentioned in the Tender Schedule. The Bidders should periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. RIMS, Imphal will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.

b) Before the closing of the Tender, RIMS, Imphal may amend the Tender document as per requirements or wherever RIMS, Imphal feels that such amendments are absolutely necessary.

c) Amendments also may be given in response to the queries by the prospective Bidders.

d) Such amendments will be notified only in the website mentioned in the tender schedule.

e) RIMS, Imphal at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.

f) RIMS, Imphal is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders' failure to update the Bid documents on changes announced through the website.

2.4 Language of the Bid

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation in English shall govern. Bids received without such translation copy are liable to be rejected.

2.5 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

2.6 Contacting Tender inviting Authority

a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Inviting Authority, Tender Scrutiny Committee, Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in extraneous pressures on the Tender Accepting Authority shall be sufficient reasons to disqualify the Bidder.

b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

2.7 Force Majeure

Neither the Purchaser nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.

- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

3. Eligibility Criteria

The Bidders should have the following Eligibility Criteria for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility Criteria in the Technical Bid.

Sl. No	Eligibility Criteria	Supporting documents for fulfilling the Eligibility Criteria
1	Bidder should be a registered entity with Department of Taxation/ Registrar of Companies registered in India under the Companies Act 1956 or 2013. Bidder should have been in the **Medical Equipment** business for 3 Years as on 31/03/2018.	Copy of the Registration with Taxation Department/ Certificate of incorporation should be submitted. Copy of the work order dated on or before 31.03.2018 obtained from the customer or agreement signed dated on or before 31.03.2018 with the customer for any IT goods/Services should be submitted.
2	Bidder should have an average annual turnover of Rs.1 (one) Crore and above in the last three audited financial years (2016-17, 2017-18, 2018-2019).	1. Copies of the Audited balance sheet and Profit & Loss account for the 3 financial years should be submitted. 2. Certificate from the Chartered Accountant should be enclosed with positive Net worth in the last three financial years of 2015-16, 2016-2017 & 2017-18. 3. Copy of the ITR for the last 3 years should be submitted.
3	The Bidder should not hold any sanction/black-listing by any Government/Quasi government agency during the past 3 years (even if the sanction / black-list was subsequently withdrawn).	Self-declaration Affidavit should be submitted.
4	The Bidder should have supplied and installed similar equipments in last 3 (three) years from the date of tender opening.	Copy of said order.

Bidder's Signature & Stamp

Important Note:

a) Bidders should ensure that they have submitted all the required proof of documents self-attested and signed with seal as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection. Bidder must be in a position to produce original for verification as and when demanded by RIMS, Imphal, failing which, such of those documents will not be considered.

b) RIMS, Imphal reserves the right to verify the authenticity and veracity of any documents submitted for Eligibility criteria.

4. Documents Establishing Bidders Eligibility and Qualifications

4.1 The bidders shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

4.2 The documentary evidence needed to establish the bidder's qualifications shall fulfil the following requirements:

a) in case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Appendix - 6 in these documents.

b) the manufacturer and/or bidder has the required financial, technical and production capability necessary to perform the contract and, further, it meets the eligibility criteria incorporated in Clause 3 in these documents.

c) in case the bidder is not doing business in India, it is duly represented by an dealer/agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

5. Documents establishing Good's Conformity to Tender Document

5.1 The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the Tender Inviting Authority in the TE documents. For this purpose the bidder shall also provide a clause-by-clause statement of compliance on the technical specifications and other technical details incorporated by the Tender Inviting Authority in the TE documents vis-à-vis the technical details of the offered product to establish technical responsiveness of the goods and services offered in its tender.

5.2 In case there is any variation and/or deviation between the goods & services prescribed by the Tender Inviting Authority and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.

5.3 If a bidder furnishes wrong and/or misguiding/misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the Tender Inviting Authority in this regard.

5.4 Tender Inviting Authority reserves the right to call the Bidder for a free demonstration of the quoted model (s) before/after the Tender Evaluation Committee for technical acceptability within 7-15 days from the date of issuing letter/online intimation. The time range shall depend upon the type of equipment.

6. Bid Preparation and Submission

PREPARATION OF TENDERS

6.1 Documents Comprising the Tender

The **Two Bid Online System**, i.e. "Technical Bid" and "Financial Bid" prepared by the bidder, shall comprise the following:

A) Technical Bid (Unpriced Tender) (Envelope-A)

i) Earnest money furnished in accordance with clause 9;

ii) Tender Form as per Section V (without indicating any prices).

iii) Documentary evidence, as necessary in terms of clause 4 establishing that the bidder is eligible to submit the tender and, also, qualified to perform the

contract if its tender is accepted. Power of Attorney in favour of signatory of Tender Documents.

iv) Documents and relevant details to establish in accordance with clause 5 that the goods and the allied services to be supplied by the bidder conform to the requirement of the Tender Documents.

v) Performance Statement as per Appendix - 5 along with relevant copies of orders and end users' satisfaction certificate in the desired format.

vi) Section VI filled up with all the details including Make, Model etc. of the goods offered.

vii) Certificate of Incorporation in the country of origin.

viii) Checklist as per Section IX.

A) Financial Bid (to be submitted online, no physical copy) (Envelope-B)

Price Schedule(s) as per Appendix – 3A & Appendix – 3B (where applicable) filled up with all the details including Make, Model etc. of the goods offered with their prices.

N.B.

i) All pages of the Tender should be page numbered and indexed.

ii) It is the responsibility of bidder to go through the Tender Documents to ensure furnishing all required documents in addition to above, if any.

6.2 The authorized signatory of the bidder must sign on the physical copy of tender document duly stamped at appropriate places and initial all the remaining pages of the tender.

6.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

7. Cost of Bidding

The Bidders should bear all the costs associated with the preparation and submission of Bids. RIMS, Imphal will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

8. Tender Document Fee

The Tender document fee is waived.

9. Earnest Money Deposit (EMD)

9.1 An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "Director, RIMS, Imphal" payable at Imphal. **The Demand Draft or Banker's Cheque should be deposited physically at RIMS, Imphal before the date and time of opening of the Tender.** The EMD in the form of Bank Guarantee is not acceptable. A scanned copy of the EMD should be included in the documents uploaded for the Technical Bid.

9.2 The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by RIMS, Imphal till it is refunded to the unsuccessful Bidders will not earn any interest thereon.

9.3 The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfillment of the Contract.

9.4 The EMD amount will be forfeited to "Director, RIMS, Imphal", if the Bidder withdraws the bid during the period of its validity specified in the tender or if the successful Bidder fails to remit Security Deposit and /or fails to sign the Contract within the due dates.

10. Tender Validity

10.1 The tenders shall remain valid for acceptance for a period of 180 days (One hundred and eighty days) after the date of Technical bid opening prescribed in the Tender Document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

10.2 In exceptional cases, the Bidders may be requested by the Tender Inviting Authority to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The Bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its tender validity without forfeiting its EMD.

10.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Tender Inviting Authority, the tender validity shall automatically be extended up to the next working day.

11. Signing and Sealing of Tender

11.1 The Bidders shall submit their tenders online as per key schedule dates indicated in Section - I and physical copy of Technical Bid as per the instructions contained in Clause 6.

11.2 Tender Document seeks tender submission by following two Tender Online System, in two parts i.e. two bid systems. First part i.e. "Technical Bid (EMD & Technical documents) – **Envelope-A** and second part i.e. "Financial Bid' – **Envelope-B.**

11.3 A scanned copy of the earnest money instrument should be uploaded online during bid submission by the bidder. The Bidder shall also submit original EMD on or before the closing date of submission of tender document as specified.

11.4 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 bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

11.5 All the pages of the physical tender document shall be duly signed at the appropriate places as indicated in the Tender Documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

11.6 The bidder is to seal the tender in envelopes and writing the address of the Tender Inviting Authority and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before _____ (The bidder is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the Tender Inviting Authority will not assume any responsibility for its misplacement, premature opening, late opening etc.

12. Two Part Bidding

Bidders should examine all instructions, Terms, Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be treated as non-responsive and will be rejected.

12.1 Technical Bid

a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price; otherwise the Bid will be summarily rejected.

b) The Technical Bids shall be typed, signed and stamped in all pages by the authorised signatory of the Bidder. Any alternations, deletions or overwriting shall be attested with full signature of the authorised signatory.

c) The Technical Bid with supporting documents along with the scanned copy of the relevant EMD should be submitted at https://eprocure.gov.in

d) The bidders should submit the details of make and model of the items offered against the tender requirement.

12.2 Price Bid

a) All the Price items as asked in the Tender should be filled in the Price Bid Format Appendix -3A & Appendix -3B (where applicable) as given in the Tender.

b) The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc and any other cost involved in the supply, commissioning and delivery of goods/services.

c) The Price Bid Form should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.

d) The Prices quoted shall be in **INDIAN RUPEES (INR) only.** The tender is liable for rejection if the Price Bid contains conditional offers.

e) The Price Bid shall be typed, signed and stamped by the authorised signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorised signatory.

f) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids.

g) If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

h) The price of annual CMC for the items mentioned in List of Requirements (Section – III), Technical Specification (Section – IV) should be indicated in the Price Bid format (Appendix - 3B). **Cost of Annual CMC, if any, will be added for Ranking/Evaluation purpose.**

i) The Price Bid shall be submitted at https://eprocure.gov.in

13. Bid closing date and time

The Bids should be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence the Bidders should be cautious to submit the Bids well in advance to avoid disappointments.

14. Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn. No documents would be supplemented after submission of Bids unless specifically asked by RIMS, Imphal.

15. Tender opening and Evaluation

15.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorisation letter from the Bidding authority. A maximum of one representative for each Bidder would be allowed to attend the Tender opening.

15.2 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the Tender. However RIMS, Imphal reserves the right to extend or short close the Tender validity period, if situation warrants benefiting the Government.

16. Initial Scrutiny

Initial Bid scrutiny will be conducted and following are some of the important aspects, for which a tender shall be declared as non-responsive.

If Tenders are;

a) not submitted in two parts as specified in the Tender
b) received without the Letter of Authorisation
c) received without EMD amount
d) are found with suppression of details
e) with incomplete information, subjective, conditional offers.
f) submitted without supporting documents as per the Eligibility Criteria and Evaluation Criteria
g) non-compliance of any of the clauses stipulated in the Tender
h) lesser validity period
i) not mentioning the warranty period or deviating from the warranty period stipulated in the Tender Document.

Note: The above mentioned aspects are descriptive and not exhaustive and a tender can be declared nonresponsive for non-fulfilment of any essential condition culled out in the instant document in the considered view of the Tender Inviting Authority and the opinion of the Tender Inviting Authority shall be final and conclusive.

17. Minor Infirmity/Irregularity/Non-Conformity

17.1 If during the preliminary examination, the Tender Inviting Authority find any minor infirmity and/or irregularity and/or non-conformity in a tender, the Tender Inviting Authority may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the Bidders. Wherever necessary, the Tender Inviting Authority will convey its observation on such 'minor' issues to the bidder by registered/speed post etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored. All responsive Bids will be considered for further evaluation. The decision of RIMS, Imphal will be final in this regard.

18. Clarifications sought by TIA

18.1 When deemed necessary, RIMS, Imphal may seek bonafide clarifications on any aspects from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, RIMS, Imphal may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder has failed to comply with the requirements of RIMS, Imphal as stated above, such Bids may at the discretion of RIMS, Imphal, shall be rejected as technically non-responsive.

19. Tender Evaluation

19.1 Suppression of facts and misleading information

a) During the Bid evaluation, if any suppression or misrepresentation is brought to the notice, RIMS, Imphal shall have the right to reject the Bid and if brought to the notice after selection, RIMS, Imphal will terminate the contract, as the case may be, without any compensation to the Bidder and the EMD / SD, as the case may be, shall also be forfeited.

b) Bidders should note that any figures in the proof of documents submitted by the Bidders for proving their eligibility is found suppressed or erased, RIMS, Imphal shall have the right to seek the correct facts and figures or reject such Bids.

c) It is up to the Bidders to submit the full copies of the proof of documents to meet out the criteria. Otherwise, RIMS, Imphal at its discretion may or may not consider such documents.

d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

19. 2 Technical Bid Evaluation

a) A Technical Committee will examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which do not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.

b) The sample if any submitted will be evaluated for the tender specification as given in the Scope of work to select the technically qualified bidders.

c) The demonstration, if any, provided by the bidder as per Clause **5.4** shall be considered as one of the Technical Evaluating criteria.

19.3 Price Bid Evaluation

a) The technically qualified Bidders only will be called for Price Bid opening. The Price Bids will be opened in the presence of the technically qualified Bidders who choose to be present at R I M S , Imphal.

b) The Price Bid Format should not be changed or altered or tampered. If the Bid form is found to be tampered, the Bids will be summarily rejected. RIMS, Imphal will not be responsible for the errors committed by the Bidders.

c) The Price Bid Format should not contain any conditional offers or variation clauses. Otherwise, the Bids will be summarily rejected.

d) The cost quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools / techniques / methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc and any other cost involved in the delivery of service.

e) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender document from the date of opening of the Tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase in duties / taxes payable to the Governments in India within the stipulated delivery period.

f) The lowest cost as per the above evaluation will be considered as L1 cost. RIMS, Imphal will not be responsible for any errors committed in the Price Bid.

g) All the Bidders, who are selected after the Price Bid evaluation will be called as Successful Bidder.

20. Discrepancies in Prices

20.1 If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Tender Inviting Authority feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

20.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

20.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 20.1 and 20.2 above.

20.4 If, as per the judgement of the Tender Inviting Authority, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered / speed post. If the bidder does not agree to the observation of the Tender Inviting Authority, the tender is liable to be ignored.

21. Schedule-wise Evaluation

21.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in clause 12.2g, the Bidders have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the Tender Inviting Authority in deciding the successful bidder for each schedule, subject to bidder(s) being responsive.

22. Award of Contract

a) Total quantity will be awarded to the L1Bidder.

b) No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account.

23. Execution of Work

23.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with RIMS, Imphal who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by RIMS, Imphal, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

24.2 Letter of Acceptance (LOA)

After acceptance of the Tender, a Letter of Acceptance (LOA) will be issued to the Successful Bidder by RIMS, Imphal.

25. Payment of Security Deposit (SD)

The security deposit i.e. 10% will be deducted after supply and installation of items/equipments, at the time of payment or the company/supplier should submit BG value of 10% of the Purchase Order value for minimum 13 months as security deposit" for full payment.

26. Execution of Contract

26.1 The Successful Bidder should execute a Contract as per **Appendix -1** Contract Form 'A' with the client **within 14 days from the date of Letter of Acceptance issued by RIMS, Imphal** with such changes/modifications as may be indicated by the client at the time of execution on receipt of confirmation.

26.2 The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of RIMS, Imphal. RIMS, Imphal reserves its right to cancel the work order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the SD

of the Successful Bidder will be forfeited and their tender will be held as non-responsive.

26.3 The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.

26.4 The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of RIMS, Imphal and RIMS, Imphal also have the right to recover any consequential losses from the Successful Bidder.

27. Release of Work Order

27.1 After execution of the Contract and payment of Security Deposit, "Firm Work Order" for the Provisioning of Tendered items will be issued to the Successful Bidder by RIMS, Imphal. The supply and payment will be based on the Work Order(s) issued.

28. Execution of Work Order

28.1 The Successful Bidder should nominate and intimate RIMS, Imphal, a Project Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work/goods complying with all the terms and conditions. The Successful Bidder should ensure that the Project Manager is fully familiarised with the Tender Conditions, Scope ofWork and deliverables.

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

29.1 Quantities mentioned in the schedule (s) in the "List of Requirements" in the bid documents, are to be procured by TIA. In unforeseen/exceptional circumstances, order quantities may increase or decrease and decision in this respect by TIA shall be final and binding to the bidder. The Tender Inviting Authority can increase the order quantity during currency of contract (i.e. till scheduled delivery period) and the supplier has to supply the material at the same rates and conditions of the contract. Beyond 125% of the qty. mentioned in the tender, supplier is not liable to supply to Ordering Authorities.

30. Refund of EMD

30.1 The EMD amount paid by the Successful Bidder will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit

for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Firm Work Order to the Successful Bidder.

31. Release of Security Deposit (SD)

31.1 The Security Deposit will be refunded to the Successful Bidder on completion of the contract period upto the satisfaction of RIMS, Imphal. Such completion would be arrived based on the satisfactory delivery of services/goods by the Successful Bidder as per the contract agreement and as per the Work Order issued by RIMS, Imphal.

32. Forfeiture of EMD and Security Deposit (SD)

32.1 If the Successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited to RIMS, Imphal.

32.2 If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to RIMS, Imphal and the tender will be held void.

33.3 If the Successful Bidder fails to act upon to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by RIMS, Imphal.

33. Termination of Contract

Termination for default

33.1 RIMS, Imphal may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the supplier, terminate the contract in whole or part,

i) if the supplier fails to deliver any or all of the goods/ services within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by RIMS, Imphal; or

(ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or

(iii) if the Successful Bidder , in the judgement of RIMS, Imphal, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

33.2 In the event of RIMS, Imphal terminating the Contract in whole or in part, RIMS, Imphal may procure, upon terms and in such manner as it deems appropriate, the

goods and services similar to those and delivered and the Successful Bidder shall be liable to RIMS, Imphal for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

34. Termination for Insolvency

34.1 RIMS, Imphal may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RIMS, Imphal.

35. Termination for Convenience

35.1 RIMS, Imphal may by written notice, with a notice period of 7 days sent to the Successful Bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority/Ordering Authority. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

36. Liquidated Damages (LD)

36.1 If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Tender Inviting Authority shall, without prejudice to other rights and remedies available to the Tender Inviting Authority under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached, the order stands cancelled and LD shall be imposed on the value of the unexecuted order. Security Deposit of such suppliers can also be forfeited besides taking other penal action like debarment from participating in present and future tenders of the tender inviting authority etc.

37. Other Conditions

37.1 The final decision would be based on the technical capacity and pricing of the Bidder. RIMS, Imphal does not bind itself in selecting the bidder offering lowest prices.

37.2 RIMS, Imphal reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reasons, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interests of RIMS, Imphal for good and sufficient reasons.

38. Other Documents to be submitted:

38.1 Copy of EPF Registration or necessary Exemption Letter for ESI Registration should be submitted in the Technical Bid.

39. Arbitration and Jurisdiction

39.1 If dispute or difference of any kind shall arise between the Purchaser/ Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

39.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred by the Director, RIMS, Imphal to the sole arbitration of an officer in the Ministry of Health & Family Welfare/ Ministry of Law and Justice, Government of India, appointed to be the arbitrator. The award of the arbitrator shall be final and binding on the parties to the contract. Subject to the above, the Courts at Imphal alone only shall have jurisdiction in the matter.

40. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

41. General/ Miscellaneous Clauses

41.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the

one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

41.2 The Supplier shall notify the Tender Inviting Authority/Ordering Authority of any material change that would impact on performance of its obligations under this Contract.

41.3 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.

41.4 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Tender Inviting Authority/Ordering Authority against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

41.5 All claims regarding indemnity shall survive the termination or expiry of the contract.

42. Scope of Work

The supplier shall be required to perform the following services.

a. Inform pre-requisite for installation & commissioning such as civil/ electrical/ miscellaneous requirement well in advance to the ordering authority.

b. Supply, Installation & commissioning, Supervision and Demonstration of the goods

c. Providing required jigs and tools for assembly, required for the completion of the installation.

d. Providing Standard Operating Procedure detailing operational guidelines, limitations, precautions, routine maintenance and Do's & Don'ts.

e. The supplier shall help in preparing a log-book.

f. Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods.

g. Supplying required number of operation & maintenance manual for the goods.

43. Supply, installation and Commissioning

a) Delivery: The ordered items shall be delivered, installed and commissioned within one month from the date of Work Order. The Successful bidders after obtaining the Consignee address shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted to RIMS, Imphal.

b) The Client is solely responsible for the site preparation, if any, before the scheduled installation dates.

c) After successful Installation, commissioning and completion of the delivery to the User Department at different locations, the Bidder must obtain signed Consignee Receipt Certificate in the specified format in Section - VII.

d) The quantity mentioned in the Tender document is tentative only. Payment will be released based on the quantity received and commissioned and the same has to be attested by RIMS, Imphal.

e) The Successful Bidder shall be liable and / or responsible for the compliance of all Statutory Provisions and especially those relating to Labour Laws in respect of this Contract.

44. Warranty and CMC

44.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the Tender Inviting Authority in the contract. The supplier further warrants that the goods supplied under the contract shall have no

defect arising from design, materials (*except when the design adopted and / or the material used are as per the Tender Inviting Authority's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

44.2 The warranty shall remain valid for 60 (sixty) months from the date of installation & commissioning.

a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
b. Replacement and repair will be under taken for the defective goods.

c. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

44.3 In case of any claim arising out of this warranty, the Tender Inviting Authority/Ordering Authority/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per clause number 44.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

44.4 Upon receipt of such notice, the supplier shall, within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. If any part is required to be replaced, the defective equipment should be made functional within 96 hours from the time of breakdown call to the supplier. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority/Ordering Authority for such replaced parts/goods thereafter. The penalty clause for non- rectification will be applicable as per tender conditions.

44.5 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 96 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the Tender Inviting Authority may proceed to take such remedial action(s) as deemed fit by the Tender Inviting Authority/Ordering Authority , at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Tender Inviting Authority may have against the supplier.

44.6 During Warranty period, the supplier is required to visit at each consignee's site at least once in 4 months commencing from the date of the installation/ commissioning for preventive maintenance of the goods and any no. of breakdown calls. The supplier shall also carry out calibration of equipment during warranty period as per manufacturer's guidelines.

45. Insurance :

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

i) in case of supply, of domestic goods including goods already imported in India, on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores

duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

ii) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

46. Consumables & Spare part

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

a) All equipment as specified in the List of Requirement should be able to operate with standard quality consumables available in open market. The bidder shall specify it in its bid and shall provide standard specifications in sufficient details of all consumables required to operate the equipment to enable the purchaser to try for these consumables in the open market. It is the purchaser's prerogative to purchase standard quality consumables/spare parts from any source available in the market and this act shall not relieve the supplier from any contractual obligation including warranty & CMC obligations.

b) The spare parts as selected by the Tender Inviting Authority/Ordering Authority to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

c) In case the production of the spare parts is discontinued the supplier shall give:

i) Sufficient advance notice to the Tender Inviting Authority/Ordering Authority before such discontinuation to provide adequate time to the Tender Inviting/Ordering Authority to purchase the required spare parts etc., and

ii) Immediately following such discontinuation, providing the Tender Inviting Authority/ Ordering Authority, free of cost, the designs, drawings, layouts and

specifications of the spare parts, as and if requested by the Tender Inviting Authority/Ordering Authority.

46.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Tender Inviting Authority/Ordering Authority promptly on receipt of order from the Tender Inviting Authority/Ordering Authority.

47. Terms and Mode of Payment

47.1 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) Test certificate issued by the concerned indenting department(s) of RIMS, Imphal;

(iii) Consignee Receipt Certificate as per Section VII in original issued by the authorized representative of the consignee;

(iv) Two copies of packing list identifying contents of each package;

(v) Insurance Certificate as per Clause 45;

(vi) Certificate of origin.

b) On Acceptance:

Balance 10% payment would be made against 'Final Acceptance Certificate' / submission of BG for value of 10% for minimum 13 months as per Section VIII 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 of Turnkey, if any:

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule or by Tender Inviting Authority and shall not

be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the supplier.

C) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 10 % of the CMC value as per contract in the prescribed format given in Appendix - 2 Contract Form 'B' valid till 2 months after expiry of entire CMC period.

Tolerance Clause. To take care of any change in the requirement during the period starting from issue of RFP (request for proposal) till placement of the contract, Buyer reserves the right to 25% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms and conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

SECTION - III
LIST OF REQUIREMENTS

Part I

The Requirement is briefly described as under:

Schedule No.	Item/Equipment Name	Dept	Total Quantity (Nos)	Warranty Required	CMC required without tax
1	Cryofuge (Refrigerated Centrifuge)	IHBT	2 nos.	**5 years**	**5 years**

Part II: Required Delivery Schedule:
a) For Indigenous goods or for imported goods:

Delivery Period: 4 months from date of despatch of Notification of Award through Registered Post/ Speed Post/ e-order. The date of delivery will be the date of delivery at consignee site (Bidders may quote earliest delivery period).

Place of Delivery / Consignee List: The delivery is to be made at consignee site i.e. Regional Institute of Medical Sciences, Lamphelpat, Imphal, Manipur – 795004

Part III: Scope of Incidental Services:
Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc.

Part IV:

Turnkey (if any) as per details in Technical Specification.

Part V:

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 60 months from the date of installation, commissioning and acceptance.

Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in part I above

Required Terms of Delivery

Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 4 months beyond date of delivery.

Bidder's Signature & Stamp

SECTION - IV
Technical Specifications

Note 1: Bidder's attention is drawn to clause 5. The bidder is to provide the required details, information, confirmations, etc. accordingly, failing which its tender is liable to be ignored.

Technical Specifications:

Schedule No. 1: Cryofuge.

Technical Specifications and other required T & C at page no. 54, 55 and 56.

GENERAL TECHNICAL SPECIFICATIONS
GENERAL POINTS:
1. Warranty:

a) 5 (five) years Comprehensive Warranty as per Conditions of Contract of the TE document for complete and Turnkey Work (if any) from the date of satisfactory installation, commissioning, trial run & handing over of equipment to hospital/medical Institute. The warranty charges shall not be quoted separately.
b) 95% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis
c) All software updates should be provided free of cost during Warranty period.
2. After Sales Service:
Complaints should be attended properly, maximum within 96 hrs. The service should be provided directly by Bidder/Indian Agent.
3. Training:
On Site training to Doctors/ Technicians/ staff is to be provided by the bidder for operation and maintenance of the equipment to the satisfaction of the consignee.
4. **Annual Comprehensive Maintenance Contract (CMC)** of subject equipment with Turnkey (if any):

a) If requirement of CMC is mentioned in the List of Requirements (Section III), the cost of Comprehensive Maintenance Contract (CMC), which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next five years on yearly basis for complete equipment and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in four months during the CMC period.

b) The cost of CMC should be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, are to be specifically stated. In the

absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

c) **Cost of Annual CMC will be added for Ranking/Evaluation purpose.**

d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 10 % of the value of CMC contract as per Appendix - 4 valid till 2 months after expiry of entire CMC period.

e) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty as mentioned in Clause 44.

f) During CMC period, the supplier is required to visit at each consignee's site at least once in 4 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

g) All software updates should be provided free of cost during CMC.

h) Failure of the above (4.e to 4.g) by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC and blacklisting of supplier.

i) The payment of CMC will be made as stipulated in Clause 47.

Turnkey:

Turnkey is indicated in the technical specification of the respective items, wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution. Turnkey details of Hospital/Institution/Medical College are given at the end of Technical Specification. The Bidder is to quote prices indicating break-up of prices of the Machine and Turnkey Job of Hospital/Institution. The Turnkey costs may be quoted in Indian Rupee and it will be added for Ranking Purpose. The taxes that are to be paid extra, should be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

SECTION - V
TENDER FORM

To

The Director,
Regional Institute of Medical Sciences, Lamphelpat, Imphal,
Manipur – 795004

Sub: Undertaking for participating in RIMS Imphal Tender for supply and installation ..... - Reg.

Ref: Tender No. ....., Imphal dated .....

Sir,

I/We ---------- have gone through the Terms and conditions, Scope of Work and Specification and will abide by them as laid down in the Tender Documents, Technical bid and Price Bid.

I/We ---------- hereby confirm that our Company was not blacklisted by any State Governments/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/ SD was not forfeited by any State Government / Central Government / Public Sector Undertaking during the last three years due to our non-performance, non- compliance with the tender conditions etc.

I/We ---------- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal actions that may arise due to the above.

I/We _____ certify that no refurbished components are used for the supply and installation of equipments at RIMS Imphal. The tendered items to be delivered under this contract are certified as genuine and valid.

Bidder's Signature & Stamp

I/We_____certify that we are liable and responsible for any dispute arising out of the Intellectual Property Rights.

In case of violation of any of the conditions above, I/We ..... understand that I/We are liable to be blacklisted.

Yours faithfully

For_____

Name, Signature Designation

Seal

Note:

1) Declaration in the company's letter head should be submitted as per the format given above
2) If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertaking earlier before 3 years, then the details should be provided.

SECTION - VI

ITEMS QUOTED

The following items are being quoted:

1	2	3	4	5
Serial No.	Schedule No.[1]	Brief Description of Goods[2]	Country of Origin	Quantity (Nos.)
1				
2				
3				

Name_____

Business Address_____

Signature of Bidder_____

Seal of the Bidder_____

Place: _____
Date: _____

[1] As indicated in List of Requirements mentioned at Section-III

[2] Please specify item name, its make, model and indicate where to see it in your submitted catalogue in case of multiple items in a single brochure

SECTION - VII

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative or by duly authorised person of Ordering Authority / TIA)

The following store (s) has / have been received in good condition:

1) Contract No. & date :_____
2) Supplier's Name :_____
3) Consignee's Name & Address with telephone No. & Fax No. : _____
4) Name of the item supplied :_____
5) Quantity Supplied :_____
6) Date of Receipt by the Consignee :_____
7) Name and designation of Authorized Representative of Consignee :_____
8) Signature of Authorized Representative of Consignee with date :_____
9) Seal of the Consignee :_____

SECTION - VIII
Final Acceptance Certificate by Consignee

No _____
Date _____

To

M/s _____
_____
_____

Subject: Certificate of commissioning of equipment/plant.

01. This is to certify that the equipment(s)/plant(s) as detailed below has / have been received in good conditions along with all the standard and special accessories in accordance with the contract/technical specifications. The same has been installed and commissioned.

(a) Contract No_____ dated_____
(b) Description of the equipment(s)/plants: _____
(c) Equipment(s)/ plant(s) nos.:_____
(d) Quantity: _____
(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note No _____ dated _____
(f) Name of the vessel/Transporters:_____
(g) Name of the Consignee:_____
(h) Date of commissioning and proving test:_____

02. a. The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).
b. The supplier has successfully demonstrated the working of the equipment.
c. The supplier has provided training to the operating staff
d. The supplier has also provided Standard operating Procedure for operational guidelines, precautions, limitations including preliminary maintenance instructions

Signature
Name
Designation with stamp

SECTION - IX
CHECKLIST

Name of Bidder:
Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the Bid document	Remarks
1a	Have you enclosed EMD of required amount for the quoted schedules?			
1b	Make and Model:-			
2a	Have you enclosed duly filled Tender Form as per format in Section V?			
2b	Have you enclosed Power of Attorney in favour of the signatory?			
3a	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
3b	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
3c	Have you uploaded quoted equipment catalogue/ brochure(s) showing detailed technical specifications?			
4a	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Appendix - 5 of TE document in respect of all orders?			
4b	Have you submitted copy of the order(s) and end user certificate?			
5	Have you submitted list of items quoted, their models and quantity in Section-VI in technical bid?			
6	If you are an Authorised Agent, have you submitted Manufacturer's Authorisation Form as per proforma at			

Bidder's Signature & Stamp

	Appendix - 6.			
7	Have you submitted prices of goods, turnkey (if any) in the Price Schedule as per Appendix – 3A & Appendix – 3B (where CMC is applicable)?			
8	Have you kept bid validity of 180 days from the Techno Commercial Tender Opening date as per the TE document?			
9	Have you furnished PAN No. as allotted by the Income Tax Department of Government of India?			
10	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11	Have you fully accepted payment terms as per TE document?			
12	Have you fully accepted delivery period as per TE document?			
13	Have you submitted the certificate of Incorporation?			
14	Have you accepted the warranty as per TE document?			
15	Have you accepted terms and conditions of TE document?			
16	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17	Have you furnished Audited Balance Sheet and Profit & Loss Account and Net Worth Certificate, Turnover Certificate for the three years (2013-14 to 2015-16)?			
18	Have you provided standard specifications of all consumables in sufficient details to run the machine as per clause 46.1 (a)?			

N.B.

1. All pages of the Tender Bid should be page numbered and indexed.

Bidder's Signature & Stamp

2. The Bidder may go through the checklist and ensure that all the documents/ confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.

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

(Signature with date)
(Full name, designation & address of the person duly authorized to sign on behalf of the Bidder)

For and on behalf of
(Name, address and stamp of the tendering firm)

Appendix-1: Model Contract Form - A

CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS

(Address of the Tender Inviting Authority's/Consignee's office issuing the contract)

Contract No_____ dated_____

This is in continuation to this office's Notification of Award No_____ dated _____

1. Name & address of the Supplier: _____

2. Tender Inviting Authority's TE document No_____ dated_____ and subsequent Amendment No_____, dated_____ (if any), issued by the Tender Inviting Authority

3. Supplier's Tender No_____ dated_____ and subsequent communication(s) No_____ dated _____ (if any), exchanged between the supplier and the Tender Inviting Authority in connection with this tender.

4. In addition to this Contract Form, the following documents etc. which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

(i) General Instructions;
(iii) List of Requirements;
(iv) Technical Specifications;
(vi) Tender Form furnished by the supplier;
(vii) Price Schedule(s) furnished by the supplier in its tender;
(viii) Manufacturers' Authorisation Form (if applicable for this tender);
(ix) Tender Inviting Authority's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of 'General Instructions to Bidders' of the Tender Inviting Authority's TE document shall also apply to this contract.

_____

(Signature, name and address of the TIA's authorised official)

For and on behalf of_____

Received and accepted this contract

_____

(Signature, name and address of the supplier's executive

duly authorised to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

_____

(Seal of the supplier)

Date: _____

Place: _____

Appendix-2 : Model Contract Form - B

CONTRACT FORM FOR ANNUAL CMC **(NOT REQUIRED AT TECHNICAL BID)**

Annual CMC No._____ dated_____
Between
(Address of Head of Hospital/medical Institute)
And
(Name & Address of the Supplier)
Ref: Contract No_____ dated_____ (Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)

In continuation to the above referred contract

1. a) The Contract of Annual Comprehensive Maintenance is hereby concluded as under:

1	2	3	4				
Schedule No.	Brief Description of Goods	QTY (nos.)	Annual CMC Cost for Each Unit year wise*				Anuual Total CMC Cost for Each Unit for 5 years [5 x (4a+4b+4c+4d+4e)]
			1st Year	2nd Year	3rd Year	4th Year	5th Year
			a	b	c		

* After completion of Warranty period

Total value (in figure) _____ (In words) _____

b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from_____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)

c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment and Turnkey (if any).

d) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with financial penalty and to extend CMC period by double the downtime period.

e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 4 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

Bidder's Signature & Stamp

f) All software updates should be provided free of cost during CMC.

g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 10 % of the CMC contract cost] shall be furnished in the prescribed format given in Appendix - 4 of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Tender Inviting Authority/Ordering Authority.

h) If there is any lapse in the performance of the CMC as per contract, the proceeds of Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 10 % of the CMC contract value as per contract) shall be payable to the Consignee.

i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.

j) **Paying authority:** _____ (name of the TIA 's authorised official)

_____

(Signature, name and address
Of TIA's authorised official)
For and on behalf of_____

Received and accepted this contract

_____

(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)
For and on behalf of _____
(Name and address of the supplier)

_____

(Seal of the supplier)
Date: _____
Place: _____

Appendix – 3A: Price Schedule

Tender Ref no. : dated .....

(NOT REQUIRED AT TECHNICAL BID)

Schedule no.	Name of Item	Unit Rate (Rs.) (A)	Quantity (B)	Value (C) C=A*B	Tax (%) (D)	Total Taxes (Rs.) (E) E= C*D/100	Total (F)=C+E
	Grand Total (G)						

* Quantity (B) is only for weightage purpose for calculating financial bid. Actual numbers may vary.

Total tender price in Rupees :
In Words :

Note : If there is a discrepancy between the unit price and total price, the UNIT Price shall prevail.

Name_____

Business Address_____

Signature of Bidder_____

Seal of the Bidder_____

Place: _____
Date: _____

Appendix – 3 B : Price Schedule for Annual CMC after warranty period

(NOT REQUIRED AT TECHNICAL BID) (CAMC required only item no. 1 to 20)

1	2	3		4				5
Schedule No.	Brief Description of Goods	QTY (nos.)		Annual CMC Cost for Each Unit year wise*.				Total Annual CMC cost for Each Unit for 5 years [5x(4a+4b+4c+4d+4e)]
			1st	2nd	3rd	4th	5th	
			a	b	c	d	e	

* After completion of Warranty period

NOTE:-

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 3 years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. **"Whether service tax on CMC is inclusive or extra, if extra, indicate the present rate.....".** In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause 47.1 (C).
6. The uptime warranty will be 95 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name_____

Business Address_____

Signature of Tenderer_____

Seal of the Tenderer_____

Place : Date :

Appendix-4 Bank Guarantee Format for Performance Security/CMC Security*

(to be furnished separately for Performance Security and CMC security)

To

The Director,
Regional Institute of Medical Sciences,
Lamphelpat, Imphal,
Manipur – 795004

Bank Guarantee No:
Amount of Guarantee:
Guarantee covers from:
Last date for lodgment of claim:

This Deed of Guarantee is executed by ..... (Bankers Name & Address) having our Head Office at .....(address) (hereinafter referred to as "the Bank") in favour of The Director, Regional Institute of Medical Sciences, Lamphelpat, Imphal, Manipur – 795004 (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs._____ /- (Rupees_____Only) as per the request of M/s. _____ __having its office address at _____(hereinafter referred to as " Successful Bidder/ Supplier") against Contract No.___dated / /_____of RIMS, Imphal. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/- (Rupees _____Only).

AND WHEREAS it has been stipulated by you in the said Contract that the Successful Bidder/Supplier shall furnish you with a Bank Guarantee by a Scheduled/ Nationalised Bank for the sum specified therein as security for compliance with the Successful Bidder/Supplier performance/CMC* obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Successful Bidder / Supplier a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder/Supplier up to a total of Rs._____/- (Rupees_____Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____/-

(Rupees_____Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Successful Bidder/ Supplier.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to --------- (indicate number) months from the date of Notification of Award i.e. up to ---------- (indicate date)

.....
(Signature with date of the authorised officer of the Bank)
.....
Name and designation of the officer
.....
.....
Seal, name & address of the Bank and address of the Branch

*** Strike out whichever is not applicable.**

Appendix - 5
PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last three years)
(Please submit separately for the quoted model and similar type model)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Bidder : _____

Name and address of the manufacturer : _____

Order placed by (full address, tel. & e-mail of TIA/Ordering Authority	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder

**The documentary proof will be a certificate (as detailed in the format) from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited

a. For supplies made to public sector units in India, an affidavit that the performance statement given is correct
b. However in case of supplies to private sector units, an affidavit confirming that the performance statement is correct along with
i. Copy of Purchase orders
ii. Copy of Invoices
iii. Proof of payment received from Purchasers
iv. Documentary evidence (Client certificate) in support of satisfactory completion of orders

Appendix - 6
MANUFACTURER'S AUTHORISATION FORM

To

The Director, Regional Institute of Medical Sciences, Imphal,
Manipur - 795004.

Dear Sir,

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 relevant clauses of the Tender Document for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

[*Signature with date, name and designation*]
for and on behalf of Messrs_____

[*Name & address of the manufacturers*]

Note: 1. 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.
2. Original letter may be sent.