REGIONAL INSTITUTE OF MEDICAL SCIENCES
IMPHAL

Tender No. 116-CCTV/RIMS-16

Date, the 19th Oct 2016

TERMS AND CONDITIONS OF SUPPLY

1. Introduction

1.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Annexure -A "Schedule of Requirements" and 'Technical Specifications".

1.2 The following clauses provide the relevant information as well as instructions to assist the prospective bidders in preparation and submission of tenders.

2) RECEIPT OF TENDERS:

Tender must reach this office not later than the date time specified in the tender notice as mentioned above. Late tenders including postal/courier delays shall not be considered. If the last date of the tender is declared as holiday, the same will be extended to the next working day.

Two Bid system:-

Tenders should be submitted in two bid systems

Part-I :- Technical Bid in a sealed cover.
Part-II:- Price bid/Financial Bid in another sealed cover.
If the item is more than one the price bid should be individual for each item.

Both the sealed envelopes should then be put in one outer cover indicating thereon.

i) Tender Notice No. & Date.....
ii) Tender regarding.....
iii) Due date for submission of the tender.....
iv) Name of the firm & address.....

- PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNICAL BID. THE PRE-QUALIFICATION DOCUMENTS INCLUDING E.M.D./BID SECURITY AS REQUIRED IN THE TENDER DOCUMENT SHOULD INVARIABLY BE ACCOMPANIED WITH THE TECHNICAL BID.

- **Percentage of VAT/CST should be mentioned clearly, otherwise the bid is liable to be rejected.**

2.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

2.2 In the technical bid the following information may kindly be given.

i. Warranty period of the equipment.....
ii. Authorization certificate.....
iii. EMD .....
iv. CAMC Period ....
v. CAMC % after warranty period i.e.
6th Yr..... 7th Yr..... 8th Yr..... 9th Yr..... 10th Yr.....
vi. Make:-.....
vii. Model No.....
viii. VAT/CST % .....
ix. Certificate for US FDA/CE certified enclosed or not.....
x. Installation Base.....

Without the above information, the bid is liable to be rejected.

3. Language of Tender

3.1 The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in the English language.

4. Eligible Bidders

4.1 This Notice Inviting Tender is open to all suppliers who fulfill the eligibility criteria specified in these documents.

5. Tendering Expense

5.1 The bidder shall bear all cost and expenditure incurred and/or to be incurred by in connection with tender including preparation, mailing and submission of tender and for subsequent processing. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

6. Amendments to TE documents

6.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by him, modify the TE documents by issuing suitable amendment(s) to TE documents. The amendments will be published on institute website www.rims.edu.in.

7. Receipt of tenders:

7.1 Tender must reach this institute office (Admin Block Receipt Counter) not later than the date time specified in the tender notice as mentioned above. Late tenders including postal/courier delays shall not be considered. If the last date of the tender is declared as Holiday or otherwise, the same will be extend on the next working day. Tender sent by fax/telex/cable/electronically shall be ignored.

7.2 The tender should be accompanied by copies of **Sales Tax Clearance certificate, firm's registration certificate, authorization certificates, Product Catalogue, PAN Card and Earnest Money**. Tenders without the above Certificates will be rejected.

7.3 The tenderers shall furnish a non –blacklisting certificate in the form of an Affidavit attested by an Oath Commissioner on a nonjudicial stamp paper of appropriate value that there is no vigilance/CBI case pending against the firm/supplier and that the firm has not been blacklisted in the past by any government/Private institution.

8. Opening of tender :

8.1 Tenders shall be opened as specified in the tender notice. Tenders or their representatives duly authorized may be present at the time of opening of the tenders. If the date of opening of the tender is declared as holiday or otherwise, the same will be opened on the next working day of the opening of the tender.

9. Documents Establishing Bidder's Eligibility and Qualifications:-

9.1 The bidder 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.

9.2 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.

b) the bidder has the required financial, technical and production capability necessary to perform the contract. The Bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments.

c) The distributor/sole agent authorized for RIMS, Imphal should be equipped and able to carry out the required contractual functions and duties of the supply including after sales 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.

10. Documents establishing Good's Conformity to Tender document.

10.1 The tenderer 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 purchaser in the Tender documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Tender documents to establish technical

responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.

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

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

10.4 All information in the tender document must be supported with the manufacturer's original product data sheet & catalouge. Computer print outs and photocopy of literature will not be accepted.

10.5 The Tenderers shall be required to demonstrate the functioning of the equipments offered by them at the time of consideration of the technical bid. The demonstration, if necessary shall be done at RIMS, Imphal at the tenderer's own cost.

11. Earnest money :

The earnest money of Rs.20,000/- (Rupees twenty thousand) only along with the tender should be submitted in the form of Bank Draft from any Nationalized/schedule Bank in favour of the Director, RIMS, Imphal payable at Imphal.

If earnest money is not submitted, tenders shall be rejected summarily.

12. Price rate :

12.1 The rate should be indicated both in words and figures. If the rates quoted in figure and words are different, the amount in words only shall be considered to be the correct amount. The unit price should be for the same unit indicated in the tender notice. Prices should be at free delivery at Central Stores, Regional Institute of Medical Sciences Hospital, Imphal, Manipur.

12.2 The tenderers should give rates, showing taxes, if any, and levies, packing forwarding and insurance charges separately giving full breakup details. THE INSTITUTE IS NOT AUTHORIZED TO ISSUE 'C/D FORMS'. Excise Duty, if any, should be shown separately. Tender not conforming to this requirement shall be rejected and no correspondence will be entertained whatsoever.

12.3 IN CASE OF IMPORT THE TENDERERS ARE REQUIRED TO QUOTE FOB & CIF VALUE SEPARATELY DULY MENTIONING THE BREAK-UP DETAILS FOR FREIGHT & INSURANCE. THIS CONDITION SHOULD BE STRICTLY ADHERED TO, FAILING WHICH THEIR OFFER WILL BE SUMMARILY REJECTED.

12.4 Erasure and alteration without being authenticated with full signatures of the tenders will be disqualified. No alteration or modifications in the rate will be allowed after submission of the tender/quotation.

13. Delivery period:

The delivery period should be 4-6 weeks from the date of supply order to deliver at consignee site.

14. Security deposit :

The amount of earnest money deposited in respect of the successful tenders shall be converted into security deposit. The earnest money of unsuccessful tender will be refunded on demand. Interest on such security deposit will not be borne by the purchaser. The security deposit shall be refunded after satisfactory completion of supplies.

15. Validity of offer :

The quoted rate/ price should remain valid for at least 12 months from the date of tender opening.

16. Award of contract :

16.1 This institute does not pledge itself to accept the lowest or any tender and reserves the right to accept the whole or any portion of the tender. Also this institute itself has right to increase or decrease or drop or split up the quantity and place the supply order on one or more tenders and the tenderers must supply at the quoted rates.

16.2 The purchaser/institute reserves the right to cancel the tendering process and reject all tenders at any time prior to award of contract without incurring any liability, whatsoever to the affected bidder or bidders.

17. Payment terms :

a. Payment will be made only after the receipt of the articles/stores in full and in good conditions and duly verified by the concerned indenting department, Regional Institute of Medical Sciences/Hospital, Imphal.

18. Corrupt or Fraudulent Practices:

18.1 It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
(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 of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

19. Patent Rights

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

20. Spare parts

20.1 The separate price list of all spares and accessories and consumables, if any, (including minor) required for maintenance and repairs in future after guarantee/warrantee period must be attached/enclosed along with the sealed quotation failing which quotation will not be considered. If any spares & accessories other than the price list attached/enclosed by the firm are required for future repair it will be borne by the firm only. The tenderers are required to furnish the list of spares along with their cost in the Financial Bid failing which their bids are liable to be rejected.

20.2 In case the production of the spare parts is discontinued:

i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and

ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

20.3 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

21. Software and Hardware Upgradation

The selected firm for the supply of tendered item will have to provide free up-gradation of software (all update & upgrades), where applicable, upto 5 years from the date of satisfactory installation.

22. Incidental services

22.1 The supplier shall be required to perform the following services.

i) Installation & commissioning, Supervision and Demonstration of the goods

ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.

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

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

23. Warranty

23.1 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 purchaser 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 Purchaser'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.

23.2 The tenderes must quote for 2 (two) years comprehensive warranty from the date of completion of the satisfactory/ installation in respect of equipments /articles. The warranty charges shall be not be quoted separately otherwise the offer shall be summarily rejected. Also the bidders are requested to submit their quote for subsequent 2 (two) years CAMC in respect of major equipments/articles. Failure to comply this condition will entail the rejection of the bids. The price comparison shall be made taking into account on basic price and post warranty CAMC.

- No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.

- Comprehensive Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work.

- Replacement and repair will be undertaken for the defective goods.
- Proper marking has to be made for all spares for identification like printing of installation and repair dates.

23.2 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier.

23.3 Upon receipt of such notice, the supplier shall, within seven days respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their

replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.

23.4 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within seven days, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

24. Taxes and Duties

24.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

25. Liquidated damages

25.1 Subject to clause 28 (Force Majeure) , if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee 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%. Once the maximum is reached Purchaser/Consignee may consider termination of the contract.

26. Force Majeure

26.1 The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
26.2 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 which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Resolution of disputes

27.1 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.

27.2 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 Law and Justice, appointed to be the arbitrator. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-).

27.3 Venue of Arbitration: The venue of arbitration shall be Imphal, Manipur, India.

28. Applicable Law

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

Tenderers should carefully read the above terms and conditions and a copy of similar terms and conditions should be returned to the undersigned duly signed with stamp. Any doubt to the implication any of part of these General Terms & Conditions or of the specifications may be clarified from this office before submission of tender.

(Prof. Ch. Arun Kumar Singh)
Director,
Regional Institute of Medical Sciences,
Imphal

Signature of Tenderer

With Firm's Seal