

SHRI SAI INSTITUTE OF MEDICAL SCIENCES HOSPITAL & RESEARCH CENTRE

D-CACUS-EDUCATION CENTRE

**H.Q. NINGTHOUKHONG KHA LEIKAI, DCEC COMPLEX,
BISHNUPUR DISTRICT, MANIPUR-795126 (INDIA)**

TENDER NOTICE

Dated 28th July, 2022

No. DCEC/Hospital/ Tender/2022/001: D-CACUS-EDUCATION CENTRE invites sealed tenders from firms for supply of Medical Equipments. Terms & Conditions for submitting the bids can be downloaded/ had from the office directly or the website www.dcacusindia.org. Last date for submission of Tender Documents 2:00PM -6th August-2022

**Sd/-
Chairman & Managing Director (CMD),
DCEC**

**D-CACUS-EDUCATION CENTRE
H.Q. NINGTHOUKHONG KHA LEIKAI, DCEC COMPLEX,
BISHNUPUR DISTRICT, MANIPUR-795126 (INDIA)**

TENDER FOR SUPPLY OF MEDICAL EQUIPMENTS

TENDER REFERENCE	No. DCEC/Hospital/ Tender/2022/001
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	28th July, 2022 & available on DCEC website www.dcacusindia.org
LAST DATE & TIME OF RECEIPT OF TENDER	2:00 PM of 0 6th August, 2022
TIME AND DATE OF OPENING OF TENDER	3:00 PM on 6th August 2022
PLACE OF OPENING OF TENDER	Office of the DCEC, H. Q. Ningthoukhong, Bishnupur District, Manipur
PLACE OF SUBMISSION OF TENDER	Office of the CMD, DCEC, Manipur
ADDRESS FOR COMMUNICATION	Chairman & managing Director (CMD), D-CACUS-EDUCATION CENTRE H.Q. Ningthoukhong, Bishnupur District, Manipur-795126
COST OF THE TENDER DOCUMENT	Rs. 1000/-

TENDER FOR SUPPLY OF MEDICAL EQUIPMENTS

1. Sealed tenders in 2-bid system are invited for the supply of Medical Equipments as per enclosed specification at Annexure I and terms & conditions from reputed and experienced Farms / authorized distributors of similar items and shall be received till 02:00 PM of 6th August, 2022
2. **ELIGIBILITY CRITERIA**
 - a. Bidder shall be a Farm/ authorized Distributers having requisite facility.
 - b. Farm/ Authorized dealer / distributors or Indian Agent of an overseas vendor are also eligible to participate in the tender, provided they furnish the authorization for the items and having the dealership/ distributorship for the subject items at least for three years continuously.
 - c. Supply shall be effected directly by the bidder and not through any other agency.
 - d. The average annual turnover of the bidder during the last three years shall not be less than Rs. 20 lakhs.

GENERAL CONDITIONS

3. Bidding document may be obtained from the office directly via website www.dcacusindia.org
4. All bids must be accompanied by Tender Fee as specified in the bid document and must be furnished with the bid. (*Relaxable subject to submission of valid MSME Certificate*).
5. All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the bid document and must be furnished with the bid. (*Relaxable subject to submission of valid MSME Certificate*).
6. Bids shall be opened in presence of bidders/ representatives who intend to attend, on the specified date and time.

7. TECHNICAL BID

The bidder shall furnish along with the bid, the following, in a separate cover, hereinafter called "Technical Bid"

- a. The covering letter of the Tender should include Annexure I in the Company's letterhead, signed and sealed without mentioning the price.
- b. Payment of non-refundable fee of Rs. 1000/- in the form of Demand draft/Bankers Cheque in favour of "D-CACUS-EDUCATION CENTRE (CMD)".
- c. All bids must be accompanied by EARNEST MONEY DEPOSIT of an amount of Rs. 10,000/- in the form of Demand Draft/Bankers Cheque in favour of "D-CACUS-EDUCATION CENTRE (CMD) ". EMD submitted in any other form or bids without EMD shall not be accepted. The EMD of the successful bidder shall be retained till completion of the tender period but shall not carry any interest. If the successful bidder fails to execute the agreement and/ or fails to deposit the performance security within the specified time, or withdraws his bid within the validity period of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be returned within 30 days after the finalization of the tender.
- d. Duly attested photocopies of valid manufacturing license for the products offered.
- e. In case of dealer/distributor or Indian agent of an overseas manufacturer, Authorization from the manufacturer for the items quoted.
- f. Annual Turn Over Statement for the last 3 preceding financial years certified by the Auditor/ Chartered Accountant.
- g. Current & Valid GST Registration and latest filing of GST returns.
- h. Copy of PAN Card.
- i. Undertaking in the form at Annexure-II confirming acceptance of all terms and conditions of the tender.
- j. An undertaking on fraud and corruption as per Annexure-III.
- k. The List of items quoted furnished shall specifically indicate the make/ model no., manufacturer and brand name (if any) along with technical specifications. But this list shall not indicate prices of the items.

8. **Shelf Life: Minimum shelf life of 1 year from the date of delivery.**
9. **All the above documents mentioned shall be submitted in separate Sealed cover superscribed as “TECHNICAL BID”.**
10. **PRICE BID “PRICE BID”**
- a) **The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, the Taxes/ duties, Freight, Insurance etc.**
- b) **Price Bid should be submitted in the format as per Annexure – I (A)**
11. **The TECHNICAL BID AND PRICE BID shall be separately sealed and both these covers shall be put in another sealed cover superscribed as “TENDER FOR SUPPLY OF MEDICAL EQUIPMENTS for No. DCEC/Hospital/ Tender/2022/001” due at 02:00 P.M. of 6th August 2022 & ADDRESSED to The Chairman & Managing Director (CMD), H.Q. Ningthoukhong, Bishnupur District, Manipur-795126**
12. **Technical Bid shall be opened at the Office of the Chairman & Managing Director (CMD), H.Q. Ningthoukhong, Bishnupur District, Manipur-795126 at 03:00 PM on 6th August 2022 in presence of the intending bidders or their authorized representatives.**
13. **The Price Bids of the bidders who meet the eligibility criteria, evaluated based on the details furnished in TECHNICAL BID shall only be opened and the date and time of opening of Price bid shall be intimated to the eligible/ short listed bidders.**
14. **TENDER EVALUATION**
Tenders will be evaluated with reference to various criteria and one of such criteria is that the rate per unit for determining the L1 rate (Lowest rate). Conditional discounts shall not be taken into account for price comparison. However same shall be considered in case of placing order if the bidder happens to be L1.
15. **VALIDITY OF BIDS**
Bids shall remain valid for acceptance for a period of 180 days after opening of Technical bid. Bids with shorter validity shall be rejected. Purchaser may solicit bidders’ consent to an extension of bid Validity period. A bidder may refuse extension request without forfeiting the bid Security.
16. **VALIDITY OF TENDER**
The validity of tender of the successful bidder shall be at least 1 year from the date of finalization of the order and the successful bidder(s) are bound to supply the items at agreed rates during this period. This validity period may be further extended with mutual consent.
17. **PERFORMANCE SECURITY DEPOSIT:**
The successful bidder, within 15 days of receipt of Purchase Order, shall be required to submit Performance Security Deposit of 5% of the order value in the form of Performance Bank Guarantee in favour of the purchaser valid for a period of 2 months from the date of completion of order. However, if the supplier fails to execute the order or fails to perform the services as per contract, in addition to other penal actions, the Bank Guarantee shall be encashed & the amount forfeited.
18. **AGREEMENT**
The successful tenderer shall execute an agreement on non-judicial stamp paper of value of Rs.100 /- (stamp duty to be paid by the tenderer) as per proforma in Annexure IV within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

19. NON ASSIGNMENT

The tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.

20. TENTATIVE QUANTITY

The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

21. DELIVERY CONDITION

- i) The supply of items shall be completed within 1 month from the receipt of the Purchase Order in the Office of Dr.I.S. Konthoujam, Chairman & Managing Director (CMD), H.Q. Ningthoukhong, Bishnupur District, Manipur-795126
- ii) The supply order shall be carried out in a phased manner as per the requirement of the Institute.
- iii) The units as per order shall be handed over to the authorized representative(s) of the purchaser at the specified location and the same shall be duly receipted after due codal formalities.

22. PAYMENT TERMS

No advance payment shall be made. Payment for the supplied items shall be made after receipt of the fully functional items and completion of all codal formalities subject to submission of Bank Guarantee for Performance Security, relevant documents, test certificates, warranty certificates etc.

23. PENALTY FOR DELAY IN DELIVERY

- a) In case there is delay in delivery beyond the stipulated period as mentioned in delivery clause, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.
- b) Once the maximum price reduction is reached, termination of the contract may be considered.
- c) Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of EMD and Bank Guarantee for Performance Security and other penal provisions.

24. FORCE MAJUERE

The above condition of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the tenderer the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

25. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

26. LAWS GOVERNING THE CONTRACT & JURISDICTION

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Civil Court within the State of Manipur only.

ANNEXURE – I

Sl.No	Item Description	Pack	Qty
1	Stethoscope		4
2	Trolley Patient stretcher		2
3	Glucose analyzer		2
4	Sphygmomanometer		2
5	Blood Pressure Digital		1
6	Ultra sound unit(general)Trolley mounted		1
7	Printer for Ultrasound machine		1
8	General X-ray Unit		1
9	ECG Machine 12 CHANNEL		1
10	Vital Sign Monitor (Patient Monitor)		2
11	Defibrillator		1
12	Ventilator adult		1
13	Transport Ventilator		2
14	X Ray Viewer		1
15	Colposcope		1
16	Fetal Doppler		1
17	Fetal Monitor		1
18	Blood bank Refrigerator		1
19	Blood cell counter, Electrical		1
20	Haemoglobinometer, electronic		1
21	Weighing scale adult		1
22	Chemistry analyzer		1
23	Virgo- Mechanical Sanitary Napkin Vending		35

ANNEXURE – I (A)

Sl.No.	Item	Pack/ Number	Quantity	Price/Unit (exclusive of GST) (in Rs.)	GST (in Rs.)	Price Inclusive of GST (in Rs.)	Total Price (including GST)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
...							
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...							
...							
...							

UNDERTAKING

To

Tender enquiry No. _____

For supply of _____

Sir

,

1. I, Shri _____, on behalf of M/s _____ having registered office at _____, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office of _____ to supply _____. The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the _____ institution. The decision of the Office of _____ (hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.
4. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
5. We hereby undertake to pay the penalty as per the terms and conditions of the contract for delayed supply of the ordered items.
6. We agree to accept the amount of the bill to be paid by the purchaser after completion of all codal formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
7. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
8. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :
 NAME & DESIGNATION :
 DATE :
 NAME & ADDRESS OF :
 THE FIRM :
 SEAL :

UNDERTAKING ON FRAUD AND CORRUPTION

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

Sd/-

**Signature of proprietor/Partner/Director
Designation:**

Seal:

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

The day of, year.....

BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the supplier:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called “the Contract Price”)

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.**
- 2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:**
 - (a) This Contract Agreement**
 - (b) General Condition of Contract (as per the tender terms and conditions)**
 - (c) Technical Requirements (including Technical Specifications)**
 - (d) The Supplier’s bid and original Price Schedules**
 - (e) The Purchaser’s Notification of Award**
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.**
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.**

For and on behalf of the Purchaser

Signed: _____

In the capacity of [insert: title or other appropriate designation] In the presence of _____

For and on behalf of the supplier

Signed: _____

In the capacity of [insert: title or other appropriate designation]

In the presence of _____

