

**TENDER FOR SUPPLY AND INSTALLATION OF VETERINARY HOSPITAL
EQUIPMENTS & LABORATORY EQUIPMENTS UNDER
DIRECTORATE OF A.H & VETERINARY, GOVERNMENT OF MEGHALAYA**



ISSUED BY

**OFFICE OF THE DIRECTOR OF A.H & VETERINARY, GOVERNMENT OF
MEGHALAYA SHILLONG**

BID REFERENCE NO.: No.MVD/ACCTT/RKVY/Pt-1/2014/169 **dt.**18th May 2015

DATE OF COMMENCEMENT OF

SALE OF BID DOCUMENT : 20th May 2015

LAST DATE FOR SALE OF BID DOCUMENT : 5th June 2015

LAST DATE AND TIME FOR RECEIPT OF

BID DOCUMENT (both) : 9th June 2015 (13:00 hrs)

TIME AND DATE OF OPENING OF TECHNICAL BID: 9th June 2015 (14:00 hrs)

PLACE OF OPENING OF TECHNICAL BID : Directorate of A.H & Veterinary
Lumdiengjri, Shillong-2

ADDRESS FOR COMMUNICATION : DIRECTOR A.H& VETERINARY,
MEGHALAYA, LUMDIENGJRI
SHILLONG-793002

COST OF TENDER DOCUMENTS : ` .2000.00

Bidding Document issued to:

M/S.....
.....

Sl.No.....

On dated.....against the receipt of `2000/-

(Rupees two thousand) only

IPO No/DD No:.....

Dated:.....

For Director A.H & Veterinary,

Meghalaya, shillong

Name and Address of Purchasing / Implementation Organization

OFFICE OF THE DIRECTOR A.H & VETERINARY

MEGHALAYA, SHILLONG

Telephone No:0364-2548388

Fax No:0364-2547456

e-mail:ahvtmegh@yahoo.com

Bid Reference No.MVD/ACCTT/RKVY/Pt-1/2015/ 169 Dated Shillong the 18th May 2015

RE- INVITATION FOR BID

Sealed Bids affixing Non- Refundable Court Fee Stamp of `500/-in each envelope under two bid system in two separate sealed covers duly marked **1.Techno- Commercial Bid/ Bid A** and **2. Price Bid/ Bid B**, placed in another sealed cover/envelope, and both to be kept in one larger envelope super scribing *Supply and Installation of Veterinary Hospital Equipments* are hereby re-invited by the Director A.H & Veterinary, Meghalaya, Shillong from reputed and experienced manufacturers or their authorized distributors/ dealers and shall be received till **13:00 hrs** on **9th June 2015**.The list of equipments and specification are indicated at Annexure-X along with terms and conditions contained in the Tender document.

The Tender Document can be obtained from VETERINARY HOSPITAL, LUMDIENGJRI, SHILLONG between 11:00 AM- 2:00 PM on any working days and on payment of `2000/-in I.P.O/Demand Draft pledge in favour of the Director A.H & Veterinary,Meghalaya,Shillong. Tender Document can also be downloaded from website,*www.tender.com.in and www.megahvt.gov.in*

Dr.J.S.Jyrwa
Director A.H & Veterinary
Meghalaya,Shillong

(ANNEXURE – X)

LIST OF INSTRUMENTS/ EQUIPMENTS FOR VETERINARY HOSPITAL, SHILLONG
WITH SPECIFICATIONS AND COMPLIANCE

Sl. No.	Name of the instruments/ equipments	Specifications	Compliance Yes/ No
1	Color Doppler including appropriate probes	<u>With veterinary specifications for:</u>	
		• Cardiac	
		• Vascular	
		• OB/GYN	
		• Abdominal	
		• MSK	
		• Urology	
		• Small parts	
		<u>Imaging modes:</u>	
		• B-Mode	
		• M-Mode	
		• Color Doppler	
		• Color Power Angio imaging (CPA)	
		• Color compare mode	
		• Power Doppler	
		• PW Doppler	
		• CW Doppler	
• Freehand 3D			

		<ul style="list-style-type: none"> • Duplex mode for simultaneous 2D 	
		<ul style="list-style-type: none"> • Triplex mode for simultaneous 2D 	
		<ul style="list-style-type: none"> • Tissue Doppler Imaging 	
		<ul style="list-style-type: none"> • Directional Power Doppler 	
		<ul style="list-style-type: none"> • Color M-Mode 	
		<ul style="list-style-type: none"> • Anatomic M-mode 	
		<ul style="list-style-type: none"> • Dual mode 	
		<ul style="list-style-type: none"> • Doppler, and color or CPA 	
		<ul style="list-style-type: none"> • Tissue Harmonic Imaging (THI) 	
		<ul style="list-style-type: none"> • Pulse inversion harmonic imaging 	
		<ul style="list-style-type: none"> • Contrast imaging 	
		<ul style="list-style-type: none"> • Adaptive Color Doppler 	
		<ul style="list-style-type: none"> • Color Tissue Doppler imaging 	
		<ul style="list-style-type: none"> • Colour flow volume measurement 	
		<ul style="list-style-type: none"> • Trapezoid imaging 	
		<ul style="list-style-type: none"> • DVD RW burner 	
		<ul style="list-style-type: none"> • ECG function module 	
		Should have USA/FDA/GMP, ISO 9001, BIS or equivalent.	
2	Portable Patient Monitoring Set	<u>With veterinary specifications :</u>	
		<ul style="list-style-type: none"> • High definition 10.4" colour TFT LCD 	
		<ul style="list-style-type: none"> • 5 lead ECG display 	
		<ul style="list-style-type: none"> • Nellcor Oximax SpO₂ standards 	
		<ul style="list-style-type: none"> • Oxy CRG 	

		<ul style="list-style-type: none"> • Freeze display and ECG rewind 	
		<ul style="list-style-type: none"> • Patient data capability 	
		<ul style="list-style-type: none"> • BPM 20-320 	
		<ul style="list-style-type: none"> • Up to 8 wave forms 	
		<ul style="list-style-type: none"> • 96 hours graphic and tubular trends all parameters 	
		<ul style="list-style-type: none"> • Dimension of 10.4” x 12” x 5” preferable 	
		<ul style="list-style-type: none"> • Built in printer and rechargeable battery 	
		<ul style="list-style-type: none"> • Clips and accessories for veterinary patients 	
		Should have USA/FDA/GMP, ISO 9001, BIS or equivalent.	
3	Portable X ray machine	<ul style="list-style-type: none"> • X ray output: 60mA 	
		<ul style="list-style-type: none"> • kVp range: 40 – 130 kVp 	
		<ul style="list-style-type: none"> • mA range : 15 – 60 	
		<ul style="list-style-type: none"> • mAs range: 0.3 – 100 mAs 	
		<ul style="list-style-type: none"> • Max output :150 kVp 	
		<ul style="list-style-type: none"> • Input power : 110 – 220 VAC 	
		<ul style="list-style-type: none"> • Net weight : 7– 12Kgs 	
		<ul style="list-style-type: none"> • Focal size : 1.2 -3 mm 	
		<ul style="list-style-type: none"> • Anode type stationary 	
		<ul style="list-style-type: none"> • Warm up time: 0 – 10 secs after power on 	
		<ul style="list-style-type: none"> • Operating distance: up to 10 metres 	
		<ul style="list-style-type: none"> • SID range: 2meters 	
		<ul style="list-style-type: none"> • Cooling rate : 250 HU/sec 	
		<ul style="list-style-type: none"> • With electronic overload protection device 	
		<ul style="list-style-type: none"> • With floor to ceiling stand 	
		Should have USA/FDA/GMP, ISO 9001,BIS or equivalent	
4	Microwave (Biomedical)	<ul style="list-style-type: none"> • 1000 watt 	
		<ul style="list-style-type: none"> • Power source: 120V, 60Hz, Single phase 	
		<ul style="list-style-type: none"> • Stainless steel 	

		<ul style="list-style-type: none"> • Power requirements 1.5 -1.6 kW, 1.4A/ 11 	
		<ul style="list-style-type: none"> • Receptacle required 15 Amp., NEMA 15R 	
		<ul style="list-style-type: none"> • Memory pads 10 -20 	
		<ul style="list-style-type: none"> • Outer dimension: 20 ½ x 12 1/8x 16 	
		<ul style="list-style-type: none"> • Cavity dimension: 13 7/8 x 8 1/8 x14 5/8 	
		<ul style="list-style-type: none"> • Shipping weight 15 – 20 kgs 	
		<ul style="list-style-type: none"> • Timer : 100 -120 mins 	
		Should have USA/FDA/GMP, ISO 9001,BIS or equivalent	
5	Autoclave	<ul style="list-style-type: none"> • Round vertical type or Bench top type (bench top type preferable) 	
		<ul style="list-style-type: none"> • Chamber size: Vertical type - Aprox: 350x630mm 	
		Bench top type – Aprox: 384x512mm	
		<ul style="list-style-type: none"> • Volume: Vertical type: 60lits 	
		Bench top type: 40 lits	
		<ul style="list-style-type: none"> • Power: 220-240V; 50/60Hz, 2.2 to 3KW 	
		<ul style="list-style-type: none"> • Full automatic system 	
		<ul style="list-style-type: none"> • Temperature range: Ambient to 132°C 	
		<ul style="list-style-type: none"> • Stainless steel 	
		<ul style="list-style-type: none"> • POR supply 	
		<ul style="list-style-type: none"> • Low water level cut off 	
		<ul style="list-style-type: none"> • Automatic purging for efficient sterilization 	
		<ul style="list-style-type: none"> • Fitted with safety valve/ fusible safety plug for added safety. End of cycle buzzer 	
		<ul style="list-style-type: none"> • <u>BENCH TOP:</u> 	
		Standard Cassettes Capacity :10 full	
		No. of Trays: 2 or more	
		Tray Dimensions : aprox. 495x25x286 to 495x25x350 WxHxD(mm)	
		Autoclave Weight : aprox 70Kgs	
		<ul style="list-style-type: none"> • <u>ROUND VERTICAL TYPE:</u> 	
		Digital timer	
		One touch type door	
		Mechanical type pressure gauge	
		Overheat protector, Over pressure protector, alarm	
		Should have USA/FDA/GMP, ISO 9001, BIS or	

		equivalent.	
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1. SCOPE OF WORK:

- i. Bidders scope of work and supply shall comprise supply, installation, satisfactory demonstration of equipments, furniture & fixtures (where need be), commissioning, performance testing at site and handing over of project along with all relevant works.
- ii. It also include testing, packing, transportation, scheduling of transportation, transit insurance, installation any other services associated with the delivery of the equipment and materials providing warranty of services and operation and maintenance of other related equipment/ items required for complete installation. The successful bidder will assume full responsibility of the complete system until final acceptance.

2. ELIGIBILITY CRITERIA:

- i. Bidder shall be either a manufacturer of medical equipment/ Hospital items or authorized dealer/ distributor of a manufacturer
- ii. The bidder shall clarify/ state whether he/ they are manufacturer, accredited agent or sole supplier indicating principals' name and address. **The offers of firms who are not manufacturers or direct authorized agent/dealer will be summarily be rejected. Sub- distributors will not be accepted.**

3. GENERAL CONDITIONS:

- i. A complete set of bidding documents may be purchased by any interested eligible bidder on payment of the cost of tender document (non- refundable) of `2000/- (Rupees two thousand)only in the form of Indian Postal Order/Demand Draft. The bidding document may be obtained during office hours (11 AM-2 PM) on all working days either in person or downloaded from website. Tender document without Money Receipt for the cost of the Tender Document will not be accepted.
- ii. Any amendments will be notified accordingly and the amendments shall be binding on the bidders. In order to provide reasonable time to take the amendment into account in preparing the bid/ the authority inviting tender may at his discretion, extend the date and time for submission of bids.
- iii. The bidders will have to submit their tenders in the tender box kept for the purpose in the office of the Director A.H & Veterinary, Meghalaya, Shillong and the TECHNICAL BID will be opened as notified in the presence of the intending

bidders. No tender will be accepted beyond the time schedule as mentioned in the tender document.

- iv. All bids must be accompanied by Earnest Money Deposit at the rate of 2% of the total quoted price against each item, pledging Director A.H & Veterinary, Meghalaya, Shillong and must be furnished with the bid. In case of Bank Guarantee the same should be valid for a period of one year from the date of opening. Tenders not accompanied with EMD/ Bid security shall be summarily rejected. No interest will be paid on EMD/ bid security.
- v. The EMD shall be retained as partial security till finalization of the tender but shall not carry any interest. If the successful bidder fails to execute the agreement and / or fails to deposit the **security deposit** 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 bidder will be released within 30 days after the finalization of the tender
- vi. Bids shall be opened in the presence of bidders/ representatives who intend to attend, on the specified date and time.
- vii. The bid and all correspondence and documents shall be in the English language
- viii. The tender document is not transferrable.
- ix. The tender document shall be signed by the bidders in all the pages with official seal as a token of having understood and accepted all terms and conditions as mentioned in the tender document.**
- x. Tender inviting authority may at time ask for presentation of the quoted model of the equipment during the technical evaluation, if required, free of cost against which it is tendered, failing which their bids/ offer will be rejected. The bidders are intimated that they should get ready for the presentation at any time as stipulated by the bid inviting authority. Any request for extension of time for presentation of the quoted model will not be entertained after the stipulated date.
- xi. Interested eligible bidders, if so desire, may obtain further information from the office of the tender inviting authority if so desired.
- xii. The Director A.H & Veterinary, Meghalaya, Shillong is not bound to accept the lowest quoted rates and reserves the right to reject any tender or part thereof without assigning any reason and without any liability or liquidated damages
- xiii. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the system. No request for the change of price or time, schedule of delivery of stores shall be entertained after the purchaser on account of any local condition or factor accepts the offer. The bidders/ representatives who are present in the opening shall sign evidencing their attendance.

- xiv. The price bid of only items which have been found to be technically suitable (after inspection and selection of samples by the technical evaluation committee) will be considered for price comparison and rate evaluation.
- xv. Then decision of the committee on technical suitability and quality shall not be opened for discussion. Every bidder must go through the terms and conditions of bid carefully and understand them before submitting the bid. No excuse that the conditions have not been read or understood will be entertained later.
- xvi. Orders will be placed with the selected bid parties and payment will be made to them directly. In case that selected company wants to supply and raise the bill through their authorized distributors, the name and address should be given while submitting the bid itself.
- xvii. Rates (separately mentioning the VAT/ Sales Tax) should be quoted separately for each item according to the unit asked together with manufacturers' name. Prices quoted should be inclusive of all charges like insurance, freight packing, forwarding and duties, cess etc. which are or may become payable by bidder under existing or future laws or rules of the country.
- xviii. IN CASE OF IMPORTED ITEMS, 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.
- xix. The tender rates should be kept open/ valid for a period of 365 days from the date of tender opening
- xx. Delivery prospects with definite date of delivery and destination taking into cognizance transit facilities must be indicated.
- xxi. Bidders are requested to retain a copy of the Bid Schedule indicating the rates offered by them for various items in the schedule.
- xxii. No bidder shall be allowed at any time on any ground whatsoever, any claim for revision or modification of the rate quoted by them during the contract period.
- xxiii. Bids not accompanied by the EMD in the form specified will not be considered.
- xxiv. The bidders which fail to honour the SUPPLY ORDER or WARRANTY PERIOD, the EMD/ SECURITY DEPOSIT of the bidder will be forfeited. Further, the bidder will also be blacklisted for 3 years to trade with the Government of Meghalaya.
- xxv. The successful bidder shall execute an agreement on non- judicial stamp paper of value of `100/- (stamp duty to be paid by the bidder) as per proforma in “ **Annexure-G**” within 10 days from the date of intimation from purchaser informing that his bid has been accepted. This will be preceded by a letter of Intent to be given to the successful bidder immediately after the bid process is

closed. The bidder shall have to pay the expenses for the execution of the agreement.

- xxvi. Failure to execute the agreement within the contract period on the part of the successful bidder or withdrawal of his bid after the intimation of acceptance of bid has been sent to him or failure to comply with the contract owing to any other reason will entail cancellation of his contract. Also the Earnest Money Deposit paid by him along with his bid will be forfeited and the bidder will also be liable for all damages sustained by the Directorate A.H & Veterinary, Meghalaya, Shillong, by reason of such breach.
- xxvii. The security deposit shall be refunded to the bidder within three months after the expiry of the contract except in the event of any dispute arising between Director A.H & Veterinary and the Bidder.
- xxviii. Installation, demonstration, operational techniques and associated services, if any, to be provided by the bidder free of cost.
- xxix. The director will be at liberty to terminate, without assigning any reason the contract either wholly or in part on one month's notice. The bidder will not be entitled to any compensation whatsoever in respect of such termination.
- xxx. The successful bidder may not sublet or substitute the approved model or manufacturer with goods manufactured by other companies or manufacturers. Any action on the part of the successful bidder to substitute the items without prior approval of the concerned authority will invite breach of contract and forfeiture of security Deposit besides being blacklisted for supply to the Government of Meghalaya and be liable for any action taken up against the bidder as may be deemed appropriate by the concerned authority.
- xxxi. THE SUCCESSFUL BIDDER WILL HAVE TO FURNISH SECURITY DEPOSIT/BANK GAURANTEE @ 5% OF THE TOTAL COST OF EQUIPMENTS/INSTRUMENTS ACCEPTED ON HIS/HER BEHALF FROM ANY SCHEDULE BANK FOR THE WARRANTY PERIOD WITHIN 15 DAYS OF RELEASE OF SUPPLY ORDER OR BEFORE ESTABLISHING LC.
- xxxii. The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the Arbitrator to be mutually decided in accordance with the Arbitration & Conciliation Act, 1996 within the city of Shillong only.
- xxxiii. Any attempt in the part of the bidders or their agents to influence the department in their favour by personal canvassing with the officers concerned will disqualify the bid.
- xxxiv. A presentation or demonstration of the product/ system shall be provided, if requested, at the Vendor's expense.

- xxxv. Settlement of disputes - Director A.H & Veterinary, Meghalaya, Shillong or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
- xxxvi. Wherever applicable, purchase order shall be issued to successful bidder subjected to production of trading license.

4. SPECIAL CONDITIONS:

The following special conditions of the contract shall form an integral part of the bid document and the bidders shall confirm adherence to these conditions. Bids without confirmation to these special conditions of the contract shall not be considered for evaluation.

- i. Preference will be given to the bidder who quotes for all the items required.
- ii. For all categories of equipments one set of start- up, consumables & accessories should be supplied and electrical/ voltage/ earthing requirements of equipment should be indicated in the offer/ bid.
- iii. If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the supplier.
- iv. The tender consist of supply, installation, performance testing including training of staff and demonstration and maintenance against quoted equipments/instruments.

5. SERVICE AND WARRANTY MAINTENANCE

- i. Warranty Maintenance: The equipment supplied shall be covered under comprehensive warranty preferably for a period of 3 years from the date of commissioning and handing over and any maintenance or repair arising during this period of 3 years including replacement of parts if any, shall be carried out by the supplier at his own cost without any cost liability on the client user. Firms should quote for AMC/ CMC charges for another five years after warranty period without which their bid will not be entertained. The comparison of prices will be made on the total cost of the machines and 5 years CMC.
- ii. The Vendor shall agree to provide training to technical staff for the purpose of maintaining the **Equipments**. All cost associated with this training, including travel, accommodations, meals and tuition shall be included in the Tender piece.
- iii. **Guarantee from Equipment Manufacturer**: the successful bidder shall submit a letter from the manufacturers of the equipment being supplied that they shall ensure full guarantee/ warranty obligations during the warranty period. They shall also confirm that they shall provide Comprehensive Annual Maintenance Services for at least 5 years after expiry of warranty period of 3 years, in terms of comprehensive

- Annual Maintenance Contract to be entered into between the supplier/ Manufacturer and purchaser.
- iv. **Respond time for breakdown Calls:** maintenance personnel shall attend to the breakdown within 72 hours of reporting the fault. Certificates/ Service reports to this effect to be submitted accordingly.
 - v. **Preventive maintenance:** during the warranty period and CMC, in addition to attending breakdown calls, there shall be regular quarterly preventive maintenance visits.
 - vi. **Operation & maintenance Manuals:** two sets of operations & maintenance manuals along with circuit diagram and spare parts list of equipment shall be supplied.
 - vii. **Training:** free demonstration, operation and maintenance training of the assigned personnel shall be provided and arrangement shall be made for the training at no extra cost.
 - viii. **Installation, commissioning & warranty Service:** supply, installation, commissioning and successful trial run of the equipment & subsequent, warranty /AMC servicing wherever applicable, shall be done at site by the suppliers themselves or their authorized agents. The supplier shall fully associate the engineers and the technicians of the Institute during installation, testing, commissioning, operation and maintenance period.
 - ix. Vendor must ensure that supply of spares for the quoted system will be made available for not less than 10 years from the date of installation of the machine.

6. SOFTWARE AND HARDWARE UPGRADATION

The selected firm for the supply of the tendered items will have to provide free up-gradation of software up to five years from the date of satisfactory installation.

7. PAYMENT TERMS

- a) (INCASE OF IMPORTS)
 - i. Agency commission will be paid to Indian agents in INR after satisfactory installation of the equipment
 - ii. Letter of credit will be opened on CIF value as the case may be, for full amount after deducting the agency/ technical charges subject to submission of performance Bank Guarantee.
 - iii. 90 % payment shall be released against presentation of shipping documents and balance 10 % payment will be released after satisfactory installation.
 - iv. In respect of imported stores offered from abroad, the bidder shall specify the rate as well as the total amount of customs duty payable with CDEC, if applicable, on the quoted goods in the Price Schedule.
- b) (IN CASE OF RUPEE OFFER)

- i. 100 % payment will be made after supply, installation and satisfactory demonstration of the said equipment as per payment schedule of the Director A.H& Veterinary, Meghalaya, Shillong subject to submission of Performance Bank Guarantee
- ii. However Inland Letter of Credit may be opened as the case may be for full amount after deducting the agency commission/ technical charges subject to submission of Performance Bank Guarantee.
- iii. 90% payment shall be released against presentation of shipping documents and balance 10 % payment will be released after satisfactory installation.

8. TECHNO- COMMERCIAL BID /BID- A:

- i. All bids must be accompanied by Bid Security/ Earnest Money deposit (EMD) as specified in the form of demand draft in favour of Director of A.H & Veterinary, Meghalaya, Shillong. EMD submitted in any other form or bid without EMD shall not be accepted. However, declaration indicating submission of EMD as per (Annexure E) should be kept in envelop 'B' i.e. **PRICE BID/ BID -B**, and one copy of (Annexure E) to be kept in separate sealed envelope marked 'Annexure E'.
- ii. The EMD of the successful bidder shall be retained till completion of the warrantee period but shall not carry any interest. If the successful bidder fails to execute the agreement and/ or fails to complete the project within the specified time, or withdraws his bid within the validity period of the bid, the EMD shall be forfeited.
- iii. The EMD of the unsuccessful bidders will be returned within 30 days after finalization of the tender.
- iv. Money receipt for the cost of the tender documents.
- v. Duly attested photocopies of valid manufacturing license/ import license for the products offered.
- vi. Annual Turnover statement for the last 3 financial years of manufacturer certified by the auditor/ Chartered Accountant.
- vii. Authorization from the manufacturer/ Importer for the items quoted as applicable if bidder is an authorized agent of manufacturer.
- viii. Bidders to furnish Quality assurance certification like ISO, CE, US, and FDA. Bidder quoting on behalf of the manufacturer should also attach said certificate of their manufacturer to select reputed and quality products failing which their offers may be summarily rejected.
- ix. Current & Valid Sales Tax Clearance Certificate and VAT Certificate as on 31.03.2014 or whichever is later.
- x. Authorization like Power of Attorney or Resolution of the Board for the officer of the company who have signed the bid document. This shall not be applicable in case of proprietary firms.

- xi. Undertaking in the form at (**Annexure A**) confirming acceptance of all terms and conditions of the bid including special condition.
- xii. Bidders contact details along with name of Proprietor/Director, address, telephone & fax numbers, e-mail id, bankers and bank account to be furnished.
- xiii. In case of partnership bidder, the Partnership deed should be enclosed along with the bid.
- xiv. The firm has to give an affidavit on a non-judicial stamp paper of Rs. 10.00 attested by the Notary Public (in original) that there is no vigilance/CBI case and arbitration cases with the Government of Meghalaya pending against the firm/supplier. (**Annexure B**)
- xv. Undertaking on non-judicial stamp paper of Rs. 10.00 duly attested by the Notary Public (in original) that the firm and the Proprietor/Director of the firm has never been blacklisted by any institution Government or Private (**Annexure C**)
- xvi. Attested copy of PAN Card to be furnished.
- xvii. Catalogue, literature (where applicable) of all the items being offered.
- xviii. Schematic Diagram/Site Plan/System layout plan including civil/electrical works along with BOQ to be submitted accordingly wherever necessary.
- xix. Each page of the bid document shall be duly signed by the bidder with official seal as an acceptance of all the terms and conditions as laid down in the bid document.
- xx. List of items quoted shall be furnished. This list shall not indicate prices of the items and hence shall constitute the Un- priced Bid of the Bid document. The list shall specifically indicate the model and the manufacturer against each item quoted (**Annexure-D**).
- xxi. Technical Compliance Statement to be submitted as per Technical Specification (**Annexure –X**). Deviations if any to be mentioned clearly. However Purchaser reserves the right to accept or reject such deviations.
- xxii. **The bid shall be kept open for a period of 365 days from the date of opening of the bid documents.** In exception cases, the bidders may be requested by the client user to extend the validity of their bids up a specification period. Such request(s) and responsible thereto shall be conveyed by mail or by fax. 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. Bids of bidders not willing to accept the request for extension of validity will no longer be considered for evaluation
- xxiii. Catalogue, literature of all the equipment/products offered.
- xxiv. Users list of quoted equipments.
- xxv. Technical Compliance statement of equipment quoted to be submitted as per specification. Deviation if any, to be mentioned.
- xxvi. Check list to be filled up and signed. (**Annexure-F**)

All relevant documents mentioned in para 5 along with duly filled in undertaking of agreed terms and conditions, shall be submitted in a sealed cover 'A' i.e. Technical bid/BID A super scribed as:

TECHNICAL BID /BID- A FOR SUPPLY & INSTALLATION OF VETERINARY HOSPITAL EQUIPMENTS AND LABORATORY EQUIPMENTS

9. PRICE/ FINANCE BID- BID B:

- i. Bid shall be type- written and correction, if any, in the bid shall invariably be attested with full signature by the bidder with date, failing which the bid shall be considered ineligible for evaluation. Corrections done with correction fluid shall also be duly attested.
- ii. The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, Custom duty, Excise duty, Sales Tax/ VAT, Freight, Insurance etc. All applicable taxes shall be indicated in the tender.
- iii. The cost for installation, initial set up and programming shall be included in the tender price.
- iv. All cost for training shall be included in the tender. This includes any travel, meals and accommodation.
- v. The bidders are required to indicate the mode of shipment, delivery schedule and give separate breakup of freight and insurance charges and taxes applicable.
- vi. No payment will be made for rejected stores. Rejected items must be removed by the bidders within two weeks of the date of rejection at their own cost and are to be replaced immediately. In case they are not removed the same will be auctioned off at the risk and responsibility of the vendor without further notice.
- vii. Each page of the price bid shall be duly signed by the bidder with official seal.
- viii. Checklist containing the list of Quoted Instruments/Equipments Mentioning the EMD to be enclosed(**Annexure-E**).One extra copy of Annexure-E is to be kept in sealed plain envelope and to be placed in the outer envelope super scribing **ANNEXURE-E**

- ix. The price bid shall not be opened of those bidders who have not complied with the provision/ technical specification of the bid document.

The bidder shall submit the price quotation in a separate sealed covered super scribed as:

PRICE BID/BID-B FOR SUPPLY & INSTALLATION OF VETERINARY HOSPITAL EQUIPMENTS AND LABORATORY EQUIPMENTS

NB: The Cover 'A' and Cover 'B' shall be separately sealed and both these covers shall be put in another sealed cover super scribed as:

BID DOCUMENT FOR SUPPLY AND INSTALLATION OF VETERINARY HOSPITAL EQUIPMENTS AND LABORATORY EQUIPMENTS UNDER DIRECTOR A.H & VETERINARY, MEGHALAYA, SHILLONG

10. OPENING OF BIDS

a) **Cover 'A' i.e. Techno-Commercial Bid** shall be opened at the office of the Director A.H & Veterinary, Meghalaya, Shillong, on the date and time specified in presence of the intending bidders or their authorized representatives.

b) **Cover 'B' i.e. the Price Bid** of the bidders who meet the eligibility criteria, evaluated based on the details furnished in Cover 'A' shall only be opened and the date and time of opening of Cover 'B' shall be intimated to the eligible/ short listed bidders.

11. BID EVALUATION:

Awarding of tender will be based upon the following:

- Image quality (large and small animal patients)
- Price
- Functionality
- Dose reduction
- Software capabilities
- Value added benefits
- Vendor performance
- Upgradability
- Patient comfort and safety
- Service and support
- Clinical applications

- Training and technical supports of assigned personnel till they are fully equipped to handle the machines.

The evaluation shall be done on total cost of the entire supply including warranty services, wherever applicable, as per the bid document and after technical evaluation and suggestion by a committee of technical experts. Lowest rate is not the criteria for evaluation; rather the contract will be awarded to the bidder who can provide the best quality products and services including training. **Bidders may submit copies of supply orders or installation reports of similar items as quoted by them.**

12. CHANGES/ REVISION IN RATES

- i. During the period of contract, if the price of any tendered items is reduced due to any reason including any law or act of the Central/ State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the purchaser and shall charge the reduced rates. The purchaser is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to agree to such reduction of rates
- ii. Subject to the conditions stipulated above, the prices shall remain firm for the validity period of the project and on no account any increase in price shall be entertained till completion of the project and final handing over of the completed project to the purchaser.
- iii. No bidder will be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation/ typographical or clerical error etc. has not been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

13. STATUTORY TAXES/ DUTIES

- i. In case of any enhancement of VAT due to statutory Act of the Government, after date of submission of the bid and during the contractual delivery period, additional or fresh levy so imposed will be allowed to be claimed as extra without any change in the price structure approved under the bid. For this purpose, the supplier shall produce a certificate from the authority concern certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item. However, the same shall not be borne by the purchaser in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract. However this will be restricted to the claims of VAT only and not claims of enhancements of other duties/ cess/ levies etc.

- ii. Further, in case a successful bidder has been enjoying Excise Duty exemption on any criteria and at a later date, during currency of the contract, even if excise Duty becomes chargeable on goods manufactured, the same shall be to the supplier's account and shall not be borne by the purchaser.

14. SECURITY DEPOSIT:

- i. The successful bidder, within 15 days of receipt of Purchaser Order/letter of intent, shall be required to submit **Security Deposit @ 5%** of the total accepted price of the instruments/equipments in the form of Call Deposit/ Fixed Deposit in favour of the client user valid for the warranty period of 3 years. The security deposit shall be returned on completion of the Warranty period of the goods supplied.
- ii. 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 Security Deposit shall be encashed & the amount forfeited.

15. AGREEMENT:

The successful bidder shall execute an agreement on non-judicial stamp paper of value of ` 100/- (Stamp duty to be paid by the bidder) as per proforma in (**Annexure –G**) within 10 days from the date of the intimation from client user informing that his bid has been accepted. This will be preceded by a letter of intent to be given to the successful bidder immediately after the bid process is closed.

16. COMMUNICATION:

All notices of communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given of the bidder if delivered to him or left at his premises, places of business or abode.

17. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD:

- i. Failure of the successful bidder to comply with the requirements of signing of contract and / or submission of performance security within the time schedule shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

- ii. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstances. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their prices nearer to the originally evaluated & lowest bidder.

18. NON ASSIGNMENT:

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

19. DELIVERY CONDITION:

- i. The supply of items and successful commissioning shall be completed within 45 days for goods manufactured in India and 60 days for goods of foreign origin from the receipt of the letter of Intent.
- ii. The supply, installation, commissioning of the equipment and trial run have to be done at site by the supplier or his authorized agent. No additional charges for these services shall be paid.

20. PENALTY FOR DELAY IN DELIVERY:

In case there is delay in delivery beyond the stipulated period as mentioned in delivery clause, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value and will be deducted from the bill/invoice when making payment.

21. FORCE MAJUERE:

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

22. LOCAL CONDITIONS

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the contract. The purchaser shall not entertain any request for clarifications from the bidder regarding such local condition nor shall accept any offer conditional to the local factors. No requests for any change of price, extension of time schedule of delivery of goods shall be entertained after purchaser accept the bid.

23. WAIVER/ALTERATION

Bidder request for waiver, alteration etc. in respect of bid documents fee. EMD, performance security etc. shall not be entertained and hence no formal reply shall be given for such requests.

24. SAVING CLAUSE:

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

25. LAWS GOVERNING THE CONTRACT & JURISDICTION

The contract shall be governing 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 Arbitrator to be mutually decided in accordance with the Arbitration & Conciliation Act, 1996 within the city of Shillong only.

26. RIGHT TO REJECT TENDER

- i. Purchasing Authority reserves himself the right to accept the bid or to reject the whole bid for any one or more of the items at any moment without assigning any reason thereof.
- ii. Purchasing authority is not bound to accept the lowest rates.

Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any bid of Meghalaya Government for the next 3 years, in addition to the forfeiture of EMD and Bank Guarantee for Performance Security and other penal provisions.

Director Animal Husbandry & Veterinary
Meghalaya, Shillong

ANNEXURE A

UNDERTAKING CONFIRMING ACCEPTANCE OF TERMS AND CONDITIONS

To

Director A.H & Veterinary, MEGHALAYA, SHILLONG

Bid Document No:MVD/ACCTT/RKVY/Pt-1/2014/30 dtd.22nd September 2014

Sir,

I, _____, on behalf of M/s _____ having registered office and conditions mentioned for the above and undertake to comply with all terms and conditions. The rates quoted by me/us are valid and binding on me /us for acceptance for a period 365 days from the date of opening of bid document.

I/We undersigned hereby bind myself/ourselves into the office of The Director A.H & Veterinary, MEGHALAYA, SHILLONG, to undertaking the project for SUPPLY AND INSTALLATION OF Veterinary Hospital Equipments & Laboratory Equipments. The Equipment/Instrument(s) shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the office of the Director A..H & Veterinary (hereinafter called the said purchaser) as regards to the quality and specification of article shall be final and binding on me/us.

I/We have understood the stipulation of the special conditions at clause 5 and confirmed acceptance of these terms. It is also confirmed that the quotation has prepared in conformity with these stipulations.

We undertake and confirm that:

1. **COMPREHENSIVE WARRANTY:** The equipment/instrument, supplied shall be covered under comprehensive warranty for a period of 3 years from the date of commissioning and any maintenance or repair arising during this end of 3 years including replacement of parts if any, shall be carried out by us at our own cost without any cost liability on the purchaser.

2. **WARRANTY OBLIGATION:** We confirm warranty obligation valid for a period of 3 years from the date of commissioning of the supplied equipment. We also confirm that we shall provide Comprehensive Annual Maintenance Service directly or through the manufacture for at least 5 years after expiry of warranty period of 3 years in terms of Annual Maintenance Contract to be entered into between us/ Manufacturer and the purchaser. Response time for Breakdown Calls: Maintenance personnel shall attend to the breakdown within 72 hrs of reporting the fault.
3. **Preventive Maintenance:** During the warranty period and AMC, in addition to attending breakdown calls, there shall be regular quarterly preventive maintenance visits.
4. **Operation & Maintenance Manuals:** We shall furnish for each unit 2(two) set of operation & maintenance manuals along with circuit diagram and spare parts list of the equipment.
5. **Installation, Commissioning & Warranty Service:** Supply, installation, commissioning and successful trial run of the equipment & subsequent, warranty servicing shall be done at site by us or our authorized agent at no extra charges.
6. **Training:** Free demonstration, operation and maintenance training of the assigned personnel shall be provided by us at no extra cost as per clause 5.vii of the bid document.
7. We agree to the condition of the Bid Document under which the EARNEST MONEY DEPOSIT and SECURITY DEPOSIT shall be forfeited by us.
8. We hereby undertake to pay the penalty as per the terms and condition of the contract for delayed supply of the ordered items.
9. 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.
10. We hereby undertake to supply the items during the validity of the bid as per direction given in supply order within the stipulated period.
11. The bid inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
12. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
13. We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred bid document.
14. We hereby declare that there is no vigilance/CBI or Court case pending/contemplated against us at the moment.
15. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
16. We confirm that we fully agree to the terms and condition specified in above mentioned Bid document, including amendment/corrigendum if any.
17. We confirm that the rates will be kept valid for a period of 365 days from the date of opening of the tender document.

18. We confirmed that parts and labour for the quoted system will be available for not less than 10 years from the date of installation of the machines.

Name,Signature & date with seal

Annexure B

BEFORE THE FIRST CLASS MAGISTRATE

To,

The -Director A.H & Veterinary
Meghalaya, Shillong

Bid No:MVD/ACCTT/RKVY/Pt-1/2014/30 dtd.22nd September 2014

We hereby declared that we M/S_____ have not been black-listed in the past by any Institution, Government or Private and no vigilance/CBI case or arbitration cases with the Government of Meghalaya pending against the firm/supplier.

Name and address of Bidder

Dated _____

Annexure C

DECLARATION OF NOT HAVING BEEN BLACKLISTED

To,

Director A.H & Veterinary
Meghalaya, Shillong

Bid No:MVD/ACCTT/RKVY/Pt-1/2014/30 dtd.22nd September 2014

We hereby declare that I/We _____ Proprietor/Director of
M/s _____ having office at _____ having not been black-listed
in the past by any institution Government or Private.

Name and address of Bidder
Date _____.

ANNEXURE-D

LIST OF EQUIPMENTS/INSTRUMENTS QUOTED BY BIDDER (UN-PRICED BID)

(To be kept in Cover-A/TECHNO-COMMERCIAL BID)

Sl. No	Name of the item	Yes/ No	Model	Manufacturer
1	Color Doppler with appropriate probes for Veterinary Uses			
2	Portable Patient Monitoring Set for Veterinary Uses			
3	Portable X-Ray Machine with 60 mA			
4	Microwave (Biomedical)			
5	Autoclave-Round Vertical/Bench top type			
	TOTAL			

Name,Signature with date of Tenderer/Bidder

ANNEXURE-E

**CHECKLIST TO BE SUBMITTED BY THE BIDDER/TENDERER MENTIONING THE
EARNEST MONEY DEPOSIT (EMD)@2% OF THE TOTAL QUOTED PRICE**

(To be kept in Cover-B/Price BID & one copy in separate sealed envelope)

Sl. No	Name of the item	Total Quoted Price(₹)	EMD @2% (₹)	DD No.& date
1	Color Doppler with appropriate probes for Veterinary Uses			
2	Portable Patient Monitoring Set for Veterinary Uses			
3	Portable X-Ray Machine with 60 mA			
4	Microwave (Biomedical)			
5	Autoclave-Round Vertical/Bench top type			
	TOTAL			

Remarks: Total Quoted Price as per clause No.5 of Tender Document

Name, Signature with date of Tenderer/Bidder

ANNEXURE-F

CHECKLIST

Name and address of Tenderer:

Sl. No.	Activity	Yes/No/NA
1.	Have you enclosed EMD of required amount ?	
2.	Have you enclosed money receipt?	
3.	Have you enclosed Manufacturing/ of manufacturer?	
4.	Have you enclosed Annual turnover statement of manufacturer?	
5.	Have you enclosed Authorisation certificate from manufacture if bidder is not the manufacturer?	
6.	Have you enclosed ISO/CE/US FDA certificates of quoted equipments?	
7.	Have you submitted VAT registration certificate?	
8.	Have you submitted Sale Tax Registration certificate?	
9.	Have you enclosed Power of attorney in favour of the signatory? (not applicable in case of proprietorship firm)	
10.	Have you enclosed Partnership Deed? (not applicable in case of proprietorship firm)	
11.	Have you submitted undertaking as per “Annexure A”	

12.	Have you submitted bidder contact details?	
13.	Have you submitted supply details/copies of purchase orders?	
14.	Have you submitted affidavit as per “Annexure B”?	
15.	Have you submitted undertaking as per “Annexure C”?	
16.	Have you submitted copy of PAN Card?	
17.	Have you submitted users list of quoted items?	
18.	Have you submitted catalog/brochures etc.	
19.	Have you accepted terms and conditions of the tender documents?	
20.	Have you signed all pages of Bid Documents?	
21.	Have you submitted list of Instruments quoted “Un-priced Bid” as per format in “Annexure-D”	
22.	Have you submitted Check list of items quoted “Price Bid” as per format in “Annexure E”?	
23	Have you enclosed declaration indicating submission of EMD as per Annexure E in envelop ‘B’ i.e. PRICE BID/ BID -B	
23.	Have you filled in check list “Annexure F”?	
24.	Have you fully accepted delivery period as per bid documents?	

(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)

ANNEXURE-G

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

Theday ofyear.....

BETWEEN

(1) Name and Address of the Purchaser: Director A.H & Veterinary, Meghalaya

(2) Name and Address of the supplier:

WHERE AS 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) Special Condition of Contract
- c) General Condition of Contract
- d) Technical Requirement (including Technical Specification)
- e) The Supplier bid and original Price Schedules
- f) The Purchaser's Notification of
- g) [Add here: any other documents]

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 to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or seek other as may become payable under the provision of the At the time 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 appropriate designation]

In the presence of _____