

**Regional Institute of Paramedical and Nursing Sciences**  
(An Autonomous Institute of Ministry of Health and Family Welfare, Government of India)  
Zemabawk, Aizawl, Mizoram Pin-796017  
Website : [www.ripans.ac.in](http://www.ripans.ac.in)

**SECTION-1**  
**NOTICE INVITING TENDERS (NIT)**

Online tenders, in two-bid system are invited by Director, Regional Institute of Paramedical And Nursing Sciences (RIPANS), Aizawl, Mizoram from eligible Manufacturers /Authorized representatives for processing of Chemicals, Reagents kits & Glassware for the Department of B.Sc MLT, RIPANS, Aizawl, Mizoram on rate contract for a period of two years or till the finalization of next tender, whichever is earlier.

Sl.No.	Name of the items	Earnest Money Deposit (EMD)
1	Processing of Chemicals, Reagents kits & Glassware for the Department of B.Sc MLT, RIPANS, Aizawl, Mizoram on rate contract for a period of two years or till the finalization of next tender, whichever is earlier.	<b>Rs.20,000.00</b> (Rupees Twenty Thousand ) only

- Bidders /Tenderers would be required to register on the Central Public Procurement Portal at [www.eprocure.gov.in](http://www.eprocure.gov.in), using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.
- Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.
- Bidders /Tenderers can download the bid document from Central Public Procurement Portal website at [www.eprocure.gov.in](http://www.eprocure.gov.in) Bidders /Tenderers are required to submit the bid online by scanning and uploading all the relevant documents through [www.eprocure.gov.in](http://www.eprocure.gov.in).
- Tender document can also be downloaded from the Institute's website at [www.ripans.ac.in](http://www.ripans.ac.in). For further details regarding Amendment /Addendum /Extension please visit website: [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.ripans.ac.in](http://www.ripans.ac.in).
- Non –Refundable Tender Fee of Rs 1000.00 (Rupees One thousand only) only in the form of e-payment/online payment receipt in favour of Director, RIPANS, Aizawl shall be scanned and submitted online, along with the Techno-commercial bid (Un-priced Bid), within the period of tender online submission date and time and the original (hard copy) should be sent to Director, RIPANS, Zemabawk, Aizawl, Mizoram - 796017 within the stipulated date and time.

**The Bank Details for online payment of the Tender fee are as below:**

Name of Account Holder	Director, RIPANS
Name of Bank	Bank of Baroda
Bank Branch	RIPANS, Aizawl, Mizoram
Account Number	30800100000168
IFSC	BARB0RIPANS ( 5 <sup>th</sup> letter is Zero)
MICR Code	796012003

6. Earnest Money Deposit (EMD) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque drawn in favour of Director, RIPANS, Aizawl, or Bank Guarantee of any Scheduled Bank, shall be scanned and submitted online, along with the Techno-commercial bid (Un-priced Bid), within the period of tender online submission date and time and the original (hard copy) should be sent to Director, RIPANS, Zembabaw, Aizawl, Mizoram 796017 within the stipulated date and time.
7. In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of bids online and opening of bids online will be the following working day at the appointed times.
8. Bidders/Tenderers need to scan and upload the required documents like GST registration, PAN Number/Card, valid document regarding the existence and registration of the firm along with the Techno-commercial bid, as per Check List (**SECTION – XIII**).
9. The technical bids will be opened online by a committee of members duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD /Tender fee /Affidavits, etc uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on [www.eprocure.gov.in](http://www.eprocure.gov.in) which can be seen by all bidders who participated in the tender.
10. The bidders should download the **BoQ.xls** from CPP Portal and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same **BOQ in .xls format**. RIPANS /Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template. Quoted rate should be inclusive of all taxes and duties.
11. The Financial bid (price bid) i.e. Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee of members and the result will be displayed on the [www.eprocure.gov.in](http://www.eprocure.gov.in) which can be seen by all bidders who participated in the tender.

12. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason, or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of RIPANS, Aizawl ([www.ripans.ac.in](http://www.ripans.ac.in)) and Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.
13. The tendered rates and the validity of bids shall be for a minimum period of one year from the date, as the tender are finalized/awarded.
14. Settlement of disputes – Director, RIPANS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.

**For any clarification and further details please contact @ Telephone No: 0389 – 2350521/2350522 or contact in person during office hours.**

Sd/-  
Director  
Regional Institute of Paramedical and Nursing Sciences  
Aizawl, Mizoram

## SECTION – II

### GENERAL INSTRUCTIONS TO TENDERERS (GIT)

#### A. PREAMBLE:

##### 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:

##### 1.2. Definitions:

- i. **“Purchaser”** means REGIONAL INSTITUTE OF PARAMEDICAL AND NURSING SCIENCES (RIPANS), Zemabawk, Aizawl 796017 (Mizoram).
- ii. **“Tender”** means Bids /Quotation /Offer received from a Company /Firm /Tenderer/ Bidder.
- iii. **“Tenderer”** means Bidder/ Individual or Firm / Company submitting Bids / Quotation / Tender
- iv. **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
- v. **“Goods”** means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- vi. **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- vii. **“Earnest Money Deposit”** (EMD) means Bid Security/ monetary or financial guarantee to be submitted online and offline by a tenderer along with the Technical bid.
- viii. **“Contract”** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix. **“Performance Security”** means monetary or financial guarantee to be furnished by the successful tenderer/ Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- x. **“Consignee”** means the Institute/concerned user department/ 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.

- xi. **“Requirement & Specification”** means the document/standard that prescribes the list of requirement with which goods or service has to conform.
- xii. **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- xiii. **“Day”** means calendar day.

### 1.3. Abbreviations:

- i. “T E” Document” means Tender Enquiry Document
- ii. “NIT” means Notice Inviting Tenders.
- iii. “GIT” means General Instructions to Tenderers
- iv. “SIT” means Special Instructions to Tenderers
- v. “GCC” means General Conditions of Contract
- vi. “SCC” means Special Conditions of Contract
- vii. “DGS&D” means Directorate General of Supplies and Disposals
- viii. “CPPP” means Central Public Procurement Portal
- ix. “PSU” means Public Sector Undertaking
- x. “CPSU” means Central Public Sector Undertaking
- xi. “LSI” means Large Scale Industry
- xii. “SSI” means Small Scale Industry
- xiii. “NSCI” National Small Industries Corporation
- xiv. “LC” means Letter of Credit
- xv. “DP” means Delivery Period
- xvi. “BG” means Bank Guarantee
- xvii. “ED” means Excise Duty
- xviii. “CD” means Custom Duty

- xix. "GST" means Goods & Service Tax
- xx. "BL" means Bill of Lading
- xxi. "FOB" means Free on Board
- xxii. "CIF" means Cost, Insurance and Freight
- xxiii. "CIP" means Carriage and Insurance Paid up to Consignee site. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- xxiv. "DDP" means Delivery Duty Paid named place of destination (Consignee site)
- xxv. "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- xxvi. "MOH&FW" means Ministry of Health & Family Welfare, Government of India
- xxvii. "RIPANS" means Regional Institute of Paramedical and Nursing Sciences, Aizawl, MOH&FW.

#### **Introduction :**

- 1.4. The Purchaser has issued TE documents for purchase of goods and related services which also indicates, inter alia, the required delivery schedule, terms and place of delivery.
- 1.5. This section (Section II - "General Instruction to Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers/bidders in preparation and online submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for online receipt and online opening as well as online scrutiny and online evaluation of tenders and subsequent placement of contract.
- 1.6. The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. **Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.**
- 1.7. Before formulating the tender and online submitting the same to the purchaser, the tenderer/ Bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. **Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.**

### **3. Availability of Funds**

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

### **4. Language of Tender**

- 4.1. The tender submitted online by the tenderer/ bidder and all subsequent correspondence and documents relating to the tender exchanged between the tenderer/ bidder and the purchaser, shall be written in English only.

### **5. Eligible Tenderers/ Bidders**

- 5.1. This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in this document.

### **6. Eligible Goods and Services**

- 6.1. All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

### **7. Tendering Expense**

- 7.1. The tenderer/ bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and online submission of its tender and for subsequent processing the same. 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.

## **B. TENDER ENQUIRY DOCUMENTS:**

### **8. Content of Tender Enquiry Documents**

- 8.1. The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details, etc to proceed further.

### **9. Amendments to TE documents**

- 9.1. At any time prior to the deadline for online submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

- 9.2. Such an amendment will be notified /displayed in the website: [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.ripans.ac.in](http://www.ripans.ac.in)
- 9.3. In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may or may not, at its discretion, extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

#### 10. Clarification of TE documents :

- 10.1. A tenderer/bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing or **raise a query at the time of pre-bid meeting**. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of online submission of tender.

#### C. PREPARATION OF TENDERS:

##### 11. Documents Comprising the Tender

- 11.1. The Two Tender/ Bid System, i.e. "Technical Tender/ Bid" and "Price /Financial Tender/ Bid" prepared by the tenderer/ Bidder shall comprise the following:

##### a) Technical Tender/ Bid

- i. Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii. Tender Form as per **Section IX** (Tender Acceptance).
- iii. Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv. Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Certificate in original.
- v. Power of Attorney, if any, in favour of signatory of TE documents and signatory of Manufacturer's Authorisation Certificate.
- vi. Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii. Performance Statement as per Section VIII along with relevant copies of orders and end users' satisfaction certificate.



- viii. Price Schedule as per BOQ (**Financial Bid**) with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix. Checklist as per **Section XIII**.

**b) Price Tender:**

The information given at clause no. **11.1 a (ii) & (viii)** above should be reproduced with the prices indicated.

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

- 11.2. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- 11.3. 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.
- 11.4. Tender document sent by **Speed Post /Registered Post /Courier /Fax /Mail** or any other related mode, other than by online submission, through **www.eprocure.gov.in** shall be ignored.

**12. Tender currencies :**

- 12.1. The tenderer supplying indigenous goods or already imported goods shall quote only in **Indian Rupees**.
- 12.2. For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Japanese Yen. As regards price (s) for allied services, if any required with the goods, the same shall be converted to Indian Rupees only if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be converted/payable in Indian Rupees only.
- 12.3. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

**13. Tender Prices**

- 13.1. The Tenderer/Bidder shall indicate on the Price Schedule (**BOQ –Financial Bid**) provided all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “0” by the tenderer in the BOQ given in excel sheet format.

13.2. 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.

### **13.3. Additional information and instruction on Duties and Taxes:**

13.3.1. If the Tenderer desires to ask for Excise duty, Sales tax/GST against Form D/ VAT/ CENVAT, Custom Duty, Service Tax, Works Contract Tax etc. to be paid extra, the same must 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.

#### **13.3.2. Excise Duty:**

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses 13.2.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any, obtained by the supplier.

#### **13.3.3. Sales Tax:**

If a tenderer asks for Sales Tax/GST against form D/ VAT/CENVAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax /GST against form D / VAT/CENVAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax/ CST against form D / VAT/CENVAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

**13.3.4. Octroi Duty and Local Duties & Taxes:**

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

**13.3.5. Customs Duty:**

In respect of imported stores offered from abroad, the tenderer 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. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

**13.3.6.** For insurance of goods to be supplied, relevant instructions as provided under GCC Clause shall be followed.

**13.3.7.** The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

**14. Indian Agent**

14.1. If a foreign tenderer/ Bidder has engaged an agent in India in connection with its tender, the foreign tenderer/ Bidder shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty period.

**15. Firm Price**

15.1. Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

15.2. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

## 16. Alternative Tenders

16.1. Alternative Tenders are not permitted.

16.2. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid both but cannot bid simultaneously for the same item/product in the same tender.

## 17. Documents Establishing Tenderer's Eligibility and Qualifications :

17.1. Pursuant to GIT clause 11, the tenderer shall furnish, as part of the tender, relevant details and documents establishing his eligibility to quote and the qualifications to perform the contract if his tender is accepted.

17.2. The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the Original Manufacturer's Authorization letter to this effect without which, the tender shall be rejected.
- b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the **Section VII** in these documents.
- c) In case the tenderer is not doing business in India, it is duly represented by an 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.
- d) In case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the restricted item, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.
- e) The Tenderer/ Bidder should have a valid GST Registration and should upload the original scanned copy along with the Technical Bid.

**18. Documents establishing Good's Conformity to TE document.**

- 18.1. The tenderer shall provide in his tender the required as well as the relevant documents like brochure/ catalogues, 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 TE documents.
- 18.2. 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 his tender.
- 18.3. If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, his tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

**19. Earnest Money Deposit (EMD):**

- 19.1. Pursuant to Section-I clause 6, the tenderer/bidder shall furnish along with his tender, Earnest money for the amount prescribed in **Section – I (NIT)** (50% deduction for ST). The earnest money is required to protect the purchaser against the risk of the tenderer's/bidders unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2. The EMD shall be forfeited if successful bidder fails to undertake the contract or fails to comply with any of the terms & conditions of the contract.
- 19.3. The Earnest money shall be denominated in Indian Rupee and should be furnished in one of the following forms:
  - i. Account Payee Demand Draft
  - ii. Fixed Deposit Receipt
  - iii. Banker's cheque and
  - iv. Bank Guarantee
- 19.4. The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "Director, RIPANS, Aizawl". In case of bank guarantee, the same is to be provided from any Nationalised bank in India or country of the tenderer as per the format specified under **Section XI** in these documents.
- 19.5. The Earnest money shall be valid for a period of Forty Five (45) days beyond the validity period of the tender. Tender validity period as per Clause 20 of GIT is 1 year.
- 19.6. Unsuccessful tenderers/ bidders earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

19.7. Earnest Money is required to protect the purchaser against the risk of the Tenderer's/bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's/bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

## **20. Tender Validity :**

20.1. The tendered rates and the validity of bids shall be for a minimum period of 1 (One) year from the date, as the tender are finalized /awarded. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

20.2. In exceptional cases, the tenderers/bidder may be requested by the purchaser 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/email followed by surface mail. The tenderers, 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 tenderer/bidder, however, may not agree to extend the tender validity without forfeiting the EMD.

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

## **21. Signing and Sealing of Tender :**

21.1. The tenderers/ Bidders shall submit their tenders online as per the instructions contained in GIT Clause 11.

21.2 The tenderer has to scan all the documents and upload the same, as prescribed above.

21.3 TE document seeks quotation following two Tender/ Bid System, in two parts. First part will be known as "**Technical Tender/ Bid**" and the second part "**Price Tender/ Bid**" as specified in clause 11 of GIT.

## **D. SUBMISSION OF TENDERS :**

### **22. Online Submission of Tenders :**

22.1.The tenderers/ bidders have to submit the tenders online (Technical bid and Financial bid) at **www.eprocure.gov.in**

- 22.2. The tenderers/ bidders must ensure that they deposit their tenders not later than the closing time and date specified for online submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.
- 22.3. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website **www.eprocure.gov.in**
- 22.4. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.
- 22.5. The bidders who are desirous of participating in e- procurement shall submit their technical bids, price bids as per the standard formats.
- 22.6. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity.
- 22.7. The bidders should scan and upload the respective documents in Technical Documentation as per the check list.
- 22.8. The rates should be quoted as per the BOQ downloaded for that particular tender.

### **23. Late Tender :**

- 23.1. A tender, which is received after the specified date and time for receipt of online tenders will be treated as “**LATE**” tender and will be ignored.

### **24. Alteration and Withdrawal of Tender :**

- 24.1. As per provision in the Central Public Procurement Portal where the e-procurement system will be operating. No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the Earnest money furnished by the tenderer.

### **E. Tender Opening :**

#### **25. Opening of Tenders :**

- 25.1. The purchaser will open the tenders online at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
- 25.2. Authorized representatives of the tenderers may attend the online tender opening provided they bring with them letters of authority from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives names & signatures and corresponding tenderers names and addresses.

25.3. Two – Tender/ Bid system as mentioned in para 21.3 above will be as follows. The Technical Tenders/ Bids are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent Committee/ Authority with reference to parameters prescribed in the TE document. During the Technical Tenders/ Bids opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders/ Bids of only the Technical Tenders/ Bids acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Tenders/ Bids. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

## **F. SCRUTINY AND EVALUATION OF TENDERS :**

### **26. Basic Principle :**

26.1. Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

### **27. Preliminary Scrutiny of Tenders :**

27.1. The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and whether the Tenders are generally in order.

27.2. Prior to the detailed evaluation of Price Tenders, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

27.3. If a Tender is not substantially responsive, it will be rejected by the Purchaser.

27.4. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

27.5. The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;



- i. Tender form as per **Section IX** (signed and stamped) is not uploaded.
- ii. Tender is to be digitally signed during the process of submitting/uploading.
- iii. Tender validity is shorter than the required period.
- iv. Required EMD (Amount, validity etc.)
- vi. Tenderer has not agreed to give the required performance security.
- vii. Goods offered are not meeting the tender enquiry specification.
- viii. Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- ix. Poor/ unsatisfactory past performance.
- x. Tenderer who stand deregistered/banned/blacklisted by any Govt. Authorities.
- xi. Tenderer is not eligible as per GIT Clauses 5.1 & 17.

#### **28. Discrepancies in Prices :**

- 28.1. The prices offered by the bidders in the given BOQ will be taken as final. Claims, if any, in respect of any changes in the offered prices shall not be acceptable at any point of time.
- 28.2. If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by email followed by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

#### **29. Discrepancy between original and copies of Tender :**

- 29.1. In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the tenderer by email followed by register / speed post and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

#### **30. Qualification Criteria :**

- 30.1. Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in **Section VII**, will be treated as non - responsive and will not be considered further.

#### **31. Tenderer's capability to perform the contract :**

- 31.1. The purchaser, through the process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.

31.2. The above-mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

### **32. Contacting the Purchaser :**

32.1. From the time of submission of tender to the time of awarding the contract, if a tenderer/ bidder needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, He should do so only in writing.

32.2. In case a tenderer/ bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer/ bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

### **G. AWARD OF CONTRACT :**

#### **33. Purchaser's Right to accept any tender and to reject any or all tenders :**

33.1. The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or 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 tenderer or tenderers/ bidders.

#### **34. Award Criteria :**

34.1. Subject to GIT clause 33 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser. However, the institute is not bound to accept the lowest rates if the lowest Goods/Service/Items are not up to the satisfactory level of the Institute or as per the terms of GIT Clause 31.

#### **35. Variation of Quantities at the Time of Award/ Currency of Contract :**

35.1. At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "Schedule of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer/ Bidder.

35.2. If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded of to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

#### **36. Notification of Award :**

36.1. Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ (to be confirmed by registered / speed post) e-mail, that his tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer/ bidder must furnish to the purchaser the required performance security within fifteen(15) days from the date of dispatch of this notification. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

36.2. The Notification of Award shall constitute the conclusion of the Contract.

36.3. Bidders/tenderer undertake to sign the contract agreement within 15 (fifteen) days from the issue of the letter of acceptance /order, failing which EMD/security deposit may be forfeited and name may be removed from the list of suppliers at RIPANS, Aizawl.

#### **37. Non-receipt of Performance Security and Contract by the Purchaser :**

37.1. Failure of the successful tenderer/ bidder in providing performance security and / or not signing the contract within the specified time shall make the tenderer liable for forfeiture of his EMD and, also, for further actions by the purchaser against it.

#### **38. Return of EMD :**

38.1. The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

#### **39. Publication of Tender Result :**

39.1. The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the CPPP/notice board/website of the purchaser.

#### **40. Corrupt or Fraudulent Practices :**

40.1. It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: - defines, for the purposes of this provision, the terms set forth below as follows:

- a) "**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
- b) "**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 Tenderers/ 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;
- c) Will reject a proposal for award if it determines that the Tenderer/ bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- d) 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.

## **SECTION - III SPECIAL INSTRUCTIONS TO BIDDERS (SIT)**

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

### **A. Preamble**

No Change

### **B. TE documents**

No Change

### **C. Preparation of Tenders**

No Change

### **D. Submission of Tenders**

GIT Clause 22.1 Tenderers shall ensure that their tenders complete in all respects shall be scanned and submitted online at [www.eprocure.gov.in](http://www.eprocure.gov.in) within the stipulated date and time. It is advised to all bidders to submit their bids well before the closing date/time to avoid any difficulties in bidding process during the closing hour.

### **E. Tender Opening**

No Change

### **F. Scrutiny and Evaluation of Tenders**

No Change

### **H. Award of Contract**

No Change

## **SECTION - IV GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Application :**

- 1.1. The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, Schedule of Requirements & Technical Specifications under Section VI of this document.

### **2. Use of contract documents and information :**

- 2.1. Except the contract issued to the supplier, each and every other document shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

### **3. Country of Origin**

- 3.1. All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 3.2. The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

### **4. Performance Security :**

- 4.1. Within thirty (30) days from date of the issue of notification of award by the purchaser, the supplier, shall furnish performance security to the purchaser at **5%** of the contract value valid up to **sixty days** after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 4.2. The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
  - a) It shall be in any one of the forms namely Account Payee / Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section XII** of this document in favour of the purchaser.
  - b) The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to 2 months beyond Warranty Period.
- 4.3. In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee as per Proforma in **Section XII**, the amount of the performance security is liable to be forfeited.

- 4.4. In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 4.5. The supplier, on the approval of the competent authority, shall enter into Annual Maintenance Contract with the purchaser/consignees, 3 (three) months prior to the completion of Warranty Period.
- 4.6. Subject to GCC sub – clause 4.3 above, the purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.
- 4.7. During maintenance & warranty period the bidder's technical representative, shall attend to the machine /equipment within 48 hours and ensure uptime on immediate basis.

#### **5. Technical Specifications and Standards :**

- 5.1. The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications mentioned in Schedule of Requirement & Technical Specification Section VI of this document.

#### **6. Packing and Marking :**

- 6.1. The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 6.2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications.
- 6.3. Packing instructions: Unless otherwise mentioned in the Schedule of Requirement Technical Specification under Sections VI and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
  - a) contract number and date
  - b) brief description of goods including quantity
  - c) packing list reference number
  - d) consignee's name and full address and
  - f) Supplier's name and address

**7. Inspection, Testing and Quality Control :**

7.1. The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications. The purchaser shall inform the supplier for join-inspection and, also the identity of the officials to be deputed for this purpose.

7.2. The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted.

If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

7.3. In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

7.4. If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

7.5. The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

7.6. Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

**8. Terms of Delivery :**

8.1. Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

**9. Transportation of Goods :**

9.1. Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this



regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

- 9.2. In the case of FOB/FCA contract, the date of issue of the Bill of Loading/Air Way Bill shall be considered the date of delivery.

## **10 .Insurance :**

- 10.1. Unless otherwise instructed in the SCC, 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. Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
- ii. In case of supply of domestic goods on Delivery Duty Paid (DDP) basis, the supplier shall be responsible till the entire stores contracted for arrive 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 in its own name and not in the name of the Purchaser or its Consignee.

## **11. Incidental services :**

- 11.1. Subject to the stipulation, if any, in the SCC (Section – V), Schedule of Requirements & Technical Specification (Section – VI), 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 (if required), Staff, operators etc. for operating and maintaining the goods
- iv. Supplying required number of operation & maintenance manual for the goods

## **12. Distribution of Dispatch Documents for Clearance/Receipt of Goods :**

The supplier shall send all the relevant despatch documents well in time to the purchaser to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

- a) For Domestic Goods, including goods already imported by the supplier under its own arrangement Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract): Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount; Consignee Receipt Certificate as per **Section XV** in original issued by the authorized representative of the consignee; Two copies of packing list identifying contents of each package; Certificate of origin; Insurance Certificate; & Manufacturer's/Supplier's warranty certificate & In-house inspection certificate.

### 13. Warranty :

- 13.1. The supplier warrants 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 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.
- 13.2. This warranty shall remain valid for at least one (1) year after the goods or any portion hereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract, unless specified otherwise in the SCC.
- 13.3. In case of any claim arising out of this warranty, the purchaser/consignee shall promptly notify the same in writing to the supplier.
- 13.4. Upon receipt of such notice, the supplier shall immediately 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.
- 13.5. In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twelve (12) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 13.6. If the supplier, having been notified, fails to rectify/replace the defect(s) within fifteen (15) 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.
- 13.7. The supplier shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser after the expiry of Warrantee period.
- 13.8. The Supplier shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall

always give the most competitive price for its machines/equipments supplied to the Purchaser.

- 13.9. During maintenance & warranty period the bidder's technical representative, shall attend to the machine /equipment within 48 hours and ensure uptime on immediate basis and shall ensure presence at RIPANS for 24 hours, after uptime is ensured.

#### **14. Assignment :**

- 14.1. The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

#### **15. Sub Contracts :**

- 15.1. The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 15.2. Sub contract shall be only for bought out items and sub-assemblies.

#### **16. Modification of contract :**

- 16.1. If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
  - b) Mode of packing,
  - c) Incidental services to be provided by the supplier,
  - d) Mode of despatch,
  - e) Place of delivery, and
  - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 16.2. In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the purchaser, the supplier shall convey its views to the purchaser within twenty- one days from the date of the supplier's receipt of the purchaser's amendment / modification of the contract.

**17. Prices :**

- 17.1. Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

**18. Taxes and Duties :**

- 18.1. Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser. Further instruction, if any, shall be as provided in the SCC.

**19. Terms and Mode of Payment :****19.1. Payment Terms :**

Payment shall be made via online/net banking (only) after successful delivery of all goods and subject to the satisfactory of the purchaser. No advanced payment will be considered.

**20. Delay in the supplier's performance :**

- 20.1. The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the purchaser as incorporated in the contract.
- 20.2. Subject to the provision under GCC clause 24, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- i. Imposition of liquidated damages,
  - ii. Forfeiture of its performance security and
  - iii. Termination of the contract for default.
- 20.3. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 20.4. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter-alia contain the following conditions:
- a) The purchaser shall recover from the supplier, under the provisions of the clause 21 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

- b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, GST/CST against form D/ VAT/CENVAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, GST /CST against form D/ VAT/CENVAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 20.5. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

## **21.Liquidated damages :**

- 21.1. Subject to GCC clause 24, 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 shall, without prejudice to other rights and remedies available to the purchaser 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 purchaser may consider termination of the contract as per GCC 22. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 20.4 above shall also apply.

## **22. Termination for Default :**

- 22.1. The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC sub-clauses 20.3 and 20.4.
- 22.2. In the event of the purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 22.1 above, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.

- 22.3. Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

**23. Termination for insolvency :**

- 23.1. If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

**24. Force Majeure :**

- 24.1. Notwithstanding the provisions contained in GCC clauses 20, 21 and 22, 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.
- 24.2. 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 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.
- 24.3. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser 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.
- 24.4. 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.
- 24.5. In case due to a Force Majeure event the purchaser is unable to fulfil its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**25. Termination for convenience :**

- 25.1. The purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter-alia, 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.

25.2. The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

**26. Governing language :**

26.1. The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

**27. Notices :**

27.1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

27.2. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

**28. Resolution of disputes :**

28.1. If dispute or difference of any kind shall arise between the purchaser 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.

28.2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the purchaser 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 Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to Director, RIPANS, Aizawl and the decision of Director, RIPANS, shall be final and binding on the parties to the contract.

**28.3. Venue of Arbitration:**

The venue of arbitration shall be the place from where the contract has been issued, i.e., Aizawl.

28.4. The courts at Aizawl will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Aizawl court shall have jurisdiction in the matter.

**29. Applicable Law :**

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

**30. General/ Miscellaneous Clauses :**

Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent on the one side and the Purchaser 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. The Supplier shall notify the Purchaser/ Institute of any material change that would impact on performance of its obligations under this Contract. Each member/constituent of the Supplier/its Indian Agent, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser/ Institute for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

The Supplier/its Indian Agent shall at all times, indemnify and keep indemnified the Purchaser/ Institute against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. The Supplier/its Agent shall, at all times, indemnify and keep indemnified the Purchaser/ Institute 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.

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



## SECTION – V SPECIAL CONDITIONS OF CONTRACT (SCC)

- *The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.*
- *These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.*
- *Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.*

### GENERAL POINTS:

#### 1. Warranty:

Deleted.

#### 2. Period of Delivery, Installation and Commissioning:

For Indigenous goods or for imported goods if supplied from India,90 days from date of Notification of Award for delivery, installation and commissioning at consignee site. The date of delivery will be the date of delivery at consignee site.

#### 5. Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 11.

#### 6. Required Terms of Delivery and Destination:

For Indigenous goods or for imported goods if supplied from India: Delivery Duty Paid (DDP) Consignee Site. Destination/Consignee details are given in **Section XVII**.

## SECTION- VI

### SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

Sl. No.	Description of Items /Stores (Chemicals & Reagents)	Unit /Pack	Brand
1	Albumin	50 ml	
2	Amylase	6 ml	
3	Alkaline Phosphatase (ALP)	20 ml	
4	Alanine transaminase (ALT)	20 ml	
5	ALT (End Point Method)	20 ml	
6	Aspartate Transaminase (AST)	20 ml	
7	Aspartate Transaminase (End Point Method)	20 ml	
8	Absolute Alcohol	500 ml	
9	Acetic Acid	500 ml	
10	Aluminium Chloride	500 g	
11	Aluminium Hydroxide	500 g	
12	Alcian Blue 8GX	500 g	
13	ABO Grouping Sera	10 ml	
14	Anti Human Globulin	5 ml	
15	Antibiotic assay media No.2	500g	
16	Acetate glacial	500ml	
17	Agarose low EEO (routine use)	100g	
18	Agarose low EEO (sigma)	100g	
19	Aluminium foil.	Per roll.	
20	artus HBV RG PCR Kit (24) RUO	Nos	
21	artus HI Virus-1 RG RT-PCR Kit (24) RUO	Nos	
22	Barrit's reagent A (for VP test)	Nos.	
23	Barrit's reagent B (for VP test)	Nos.	
24	Barium chloride solution.	Nos.	
25	Bilirubin	60 ml	
26	Brain heart infusion broth	500g	
27	Creatinine	20 ml	
28	Calcium Ion	50 ml	
29	Creatine Phosphokinase (CPK)	8 ml	
30	Carcinoembryonic Antigen (CEA) CE 236 T (96 Tests)	Nos	
31	Carmine Powder	500 g	
32	Cimmon's Citrate agar.	500g	
33	HDL - Cholesterol	20 ml	
34	LDL - Cholesterol	50 ml	
35	DPX Mountant	500 ml	
36	Di Ethyl Ether	500 ml	
37	DMACA reagent	10 ml	
38	6x DNA loading dye	Per packs	

39	dATP solution, 100 mM, 0.25 ml	0.25 ml	
40	dCTP solution , 100 mM, 0.25 ml	0.25 ml	
41	dGTP solution, 100 mM, 0.25 ml	0.25 ml	
42	dTTP solution , 100 mM, 0.25 ml	0.25 ml	
43	dNTP solution set (100 mM each of dATP, dCTP, dGTP, dTTP)	0.25ml	
44	Eosin Y	500 ml	
45	EA 50 (Eosin Azure)	500 g	
46	Eosin Methylene Blue agar	500g	
47	ESBL agar supplement.	Per vial	
48	E.coli O157 H7 latex	Per kit	
49	Egg Albumin	500 g	
50	37-40% Formalin	500 ml	
51	$\alpha$ - Feto Protein (AFP) AF2237 T (96 Tests)	Nos	
52	Gamma - Glulanyl transpeptidase (GGT)	6.5 ml	
53	Giemsa Stain	500 ml	
54	Gene ruler 100bp plus DNA ladder	Per packs	
55	(Harris) Haemotoxylin	500 ml	
56	Hi chrome ECO 157: H7 Selective HiVeg Agar base	500g	
57	HiCrome EC 0157: H7 selective supplement	Per vials	
58	HiCrome Klebsiella selective HiVeg agar base.	500g	
59	HiCrome MacConkey sorbitol agar base.	500g	
60	Hi Crome UTI selective HiVeg agar.	500g	
61	Hicrome ESBL agar base.	500g	
62	Hicrome KPC agar base.	500g	
63	HiImvic biochemical test kit.	Nos.	
64	<b>Iron &amp; TIBC</b>	Nos	
65	Kovac's Indole reagent	Nos.	
66	Kit I for ESBL identification	Nos	
67	Kit II for ESBL identification	Nos	
68	Klebsiella selective supplement.	Per vials	
69	KPC Supplement.	Per vials	
70	Luria Bertani Broth	500g	
71	Lactose HiVeg broth.	500g	
72	LB HiVeg broth base.	500g	
73	Lactate dehydrogenise (LDH)	8 ml	
74	May Grunewald Stain	500 ml	
75	Metanil Yellow	500 g	
76	Methanol	500 ml	
77	May Grunwald	500 ml	
78	MacConkey Agar	500 g	
79	Muller Hinton Agar	500g	
80	MR-VP Broth	500g	
81	MR-VP HiVeg medium.	500g	
82	MacConkey HiVeg agar w/CV, NaCl, 0.003% NR and 1.5% agar.	500g	

83	MacConkey broth.	500g	
84	MgCl <sub>2</sub> (25mM)	1 ml	
85	Methyl red indicator.	Nos.	
86	Nitric Acid	500 ml	
87	Nutrient HiVeg agar	500 g	
88	Nitrate HiVeg broth.	500g	
89	Orange G-6	500 g	
90	PCR purification column.	Nos	
91	Prostrate Specific Antigen (PSA) PS 235 T (96 Tests)	Nos	
92	Paraffin wax	500 g	
93	Periodic Acid	500 ml	
94	Potassium Ferro cyanide	500g	
95	Periodic Acid Reagent	500 ml	
96	Peptone water.	500g	
97	Plate count HiVeg agar.	500 g	
98	Potassium Iodide	500 g	
99	QuantiNova SYBR Green PCR Kit (500)	Nos	
100	QIAamp DNA Mini Kit (50)	Nos	
101	QIAamp DNA Blood Mini Kit (50)	Nos	
102	QIAprep Spin Miniprep Kit (50)	Nos	
103	QIAamp DNA mini kit.	Nos	
104	RNeasy Mini Kit (50)	Nos	
105	Sodium potassium Chloride	kit	
106	Schiff Reagent Stock or (Basic fuchsine, Potassium metabisulphite, IN HCL, Activated Charcoal)	500 ml	
107	Schiff's Reagent	500 ml	
108	Simmons citrate agar.	500g	
109	Salmonella HiVeg agar.	500g	
110	Carbogen HCV Test kit	kit	
111	HBs Ag Test kit	kit	
112	RA Test kit	kit	
113	RF Test kit	kit	
114	Widal Reagents kit	kit	
115	Total Cholesterol	20 ml	
116	Triglycerides	20 ml	
117	Total Protein	20 ml	
118	Thyroid Stimulating Hormone (TSH) E-TSH-1P	Nos	
119	Tri - Iodothyronine (T3) E-TT3-1P	Nos	
120	Thyroxin (T4) E-TT4-1P	Nos	
121	TSI agar	500g	
122	Telluride- Cefixime supplement.	Per vials	
123	TDA reagent	10 ml	
124	Tryptone water (HiVeg).	500g	
125	Taq polymerase (5 U/μl)	Nos	
126	10x buffer A with MgCl <sub>2</sub>	Nos	
127	Thumb press dispensing dropper.	Nos	
128	Uric Acid	20 ml	

129	Urea	20 ml	
130	Urea HiVeg agar base.	500g	
131	Urea 40%.	Vials	
132	Cuvette routine pack	Per pack	
133	Zinc Sulphate	500 ml	
	<b>(Glassware)</b>		
134	Beaker	5 ml	
135	Beaker	50 ml	
136	Beaker	100 ml	
137	Beaker	250 ml	
138	Beaker	500 ml	
138	Beaker	1000 ml	
140	Beaker	5000 ml	
141	Conical Flask	25 ml	
142	Conical Flask	100 ml	
143	Conical Flask	500 ml	
144	Conical Flask	1000 ml	
145	Flask flat bottomed	25 ml	
146	Flask flat bottomed	100 ml	
147	Flask flat bottomed	500 ml	
148	Flask flat bottomed	1000 ml	
149	Volumetric Flask	25 ml	
150	Volumetric Flask	100 ml	
151	Volumetric Flask	250 ml	
152	Volumetric Flask	500 ml	
153	Volumetric Flask	1000 ml	
154	Measuring Cylinder	10 ml	
155	Measuring Cylinder	25 ml	
156	Measuring Cylinder	100 ml	
157	Measuring Cylinder	500 ml	
158	Measuring Cylinder	1000 ml	
159	Reagent Bottle	250 ml	
160	Reagent Bottle	500 ml	
161	Reagent Bottle	1000 ml	
162	Dropping Bottle	50 ml	
163	Dropping Bottle	100 ml	
164	Funnel	50 mm	
165	Funnel	65 mm	
166	Funnel	100 mm	
167	Test Tube	75 mm	
168	Test Tube	125 mm	
169	Test Tube	150 mm	
170	Centrifuge Tube graduated		
171	Pipettes graduated	0.1 ml	
172	Pipettes graduated	1 ml	
173	Pipettes graduated	2 ml	
174	Pipettes graduated	5 ml	
175	Pipettes graduated	10 ml	
176	Pasteur Pipette	Nos	
177	Push button Pipette ( Micro Pipette)	10u	

178	Push button Pipette ( Micro Pipette)	100u	
179	Push button Pipette ( Micro Pipette)	500u	
180	Push button Pipette ( Micro Pipette)	5 ml	
181	Push button Pipette ( Micro Pipette)	10 ml	
182	Westergen's Pipette	Nos	
32	Westergen's Stand	Nos	
184	Wintrob's Tube	Nos	
185	Wintrob's Stand	Nos	

## SECTION – VII Qualification Criteria

1. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorise their authorized agent to quote and enter into a contractual obligation. Original Authorization Certificate from the manufacturer should be enclosed.
2. The Tenderers quoting as authorized representative of the manufacturer shall have experience in the related field and take full responsibility of technical support, service and organizational support.

**Note** “We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”

In support of 2, the Tenderer shall furnish Performance Statement as per **Section-VIII**, Proforma for Performance Statement, Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

## SECTION - VIII PROFORMA FOR PERFORMANCE STATEMENT

*(For the period of last two years, if any)*

Tender Reference No : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Time : \_\_\_\_\_

Name and address of the Tenderer : \_\_\_\_\_

Name and address of the manufacturer : \_\_\_\_\_

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs. in Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay & work completed

*\* Attach documentary proof in support of above details.*

**(Signature of Authorised Person) (Name) :**

**(Designation) :**

**Name of Firm/Company/Agency :**

**Contact Details :**



## SECTION – IX TENDER FORM

Date \_\_\_\_\_

To, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Complete address of the purchaser)

Ref. Your TE document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver \_\_\_\_\_ (Description of goods and services) in conformity with your above referred document for the sum indicated in the price bid, attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

**We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.**

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any.

\_\_\_\_\_  
(Signature with date)

\_\_\_\_\_  
(Name and designation)

Duly authorised to sign tender for and on behalf of

**SECTION – X PRICE SCHEDULE**  
**PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED**  
**WITHIN INDIA**

1. The bidders should download the **BOQ.xls** from CPP Portal and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same **BOQ in .xls format**. The Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.
2. The Financial bid (price bid) i.e. Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee of members and the result will be displayed on the **www.eprocure.gov.in** which can be seen by all bidders who participated in the tender.
3. If there is a discrepancy between the unit price and total price **THE UNIT PRICE** shall prevail.

Signature of Tenderer \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Seal of the Tenderer \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder /Vendor shall have to submit a Self Certification regarding declaration of Local Content in a Medical Device to be provided on Rs 100.00 Stamp Paper and to fill up the table as provided /instructed in Enclosure – I & II

## Section – X (A)

### CALCULATION OF LOCAL CONTENT

(In compliance to Public Procurement (Preference to Make in India) Order (PPO), 2017) – Guidelines for Public procurement of Medical Devices

(To be submitted by the Bidder /Vendor)

\*\*\*Percentages of Minimum Local Content for various categories of Medical Devices for preference in Public Procurement to be declared by the Manufacturer:-

Category of Medical Devices	Percentage of Minimum Local Content
Medical Disposables and Consumables	50%
Medical Electronic, Hospital Equipment, Surgical Instruments	25%
Implants	40%
Diagnostic Reagents /IVDs	25%

\*\*\*Calculation of Local Content: - (to be submitted by the Bidder /Vendor along with the techno –commercial e-bid)

Sl. No.	Name of the Make /Manufacturer	Unit	Calculation by Manufacturer (Cost per unit of product)			
			Cost of Domestic Product/ Component <i>(to be offered as Percentage of FOB /Ex-factory price of the particular item /stores)</i>	Cost of Imported Product /Component <i>(to be offered as Percentage of FOB /Ex-factory price of the particular item /stores)</i>	Total Cost <i>(In Percentage)</i>	Percentage of Local Content
			(a)	(b)	(c = a + b)	[d = (a/c)*100]
1						
2						
3						

#### Note:

- **Cost (Domestic Component):** Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/set-off can be taken) which have not been imported directly or through a domestic trader or an intermediary.
- **Cost (Imported Component):** Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/set-off can be taken).

**Abstract of the Order:**

- 1) **Percentage of Minimum Local Content:** Medical Device Industry (MDI) is a multiproduct industry responsible for provisioning of wide variety of crucial medical products ranging from simple tongue depressors & glucometer strips to large radiology & electronic medical equipments. The medical devices industry can be broadly classified as consisting of (a) medical disposables and consumables; (b) medical electronics, hospital equipment, surgical instruments; (c) Implants; and (d) In-Vitro Devices/Diagnostic Reagents. Individually there are around 5000 different kinds of medical devices and it is not practical to prescribe the local content and percentage of preference in domestic procurement for each medical device.

Moreover, DoP is in the process of collecting accurate and reliable data regarding total capacity and production of various categories of medical devices in India, regarding the level of competition in the market in different segment of medical devices and regarding the processes involved in the manufacture of medical devices for prescribing the percentage of minimum local content for each category of medical devices, for purchase of supplies only from local suppliers where the estimated value of procurement is Rs. 50 Lakhs or less and for determining the manner of calculation of local content in the medical devices to be procured by the public agencies. The percentage of local content, the manner of calculation of the local content and the provision of supplies to be procured from local suppliers only where the estimated value of procurement is Rs. 50 Lakhs or less may be revised after one year or as soon as the relevant data in this regard becomes available whichever is earlier. However for the time being, based on the present level of the understanding of the medical device market in India and discussion with various industry representatives, the following percentages of minimum local content in domestic medical devices for public procurement are prescribed for the various segments of medical devices:

Category of Medical Devices	% of Local Content
Medical Disposables and Consumables	50%
Medical Electronic, Hospital Equipment, Surgical Instruments	25%
Implants	40%
Diagnostic Reagents /IVDs	25%

2) **Manner of calculation of Local Content:**

- i. Local content of Medical Device shall be computed on the basis of the cost of domestic components in the device compared to the total cost of the device. The total cost of product shall be the cost incurred for the production of the medical device including direct component i.e. material cost, manpower cost and overhead costs including profit but excluding taxes and duties.
- ii. The determination of local content cost shall be based on the following: a) In the case of direct component (material), based on the country of origin b) In the case of manpower, based on domestic manpower
- iii. The calculation of local content of the combination of several kinds of goods shall be based on the ratio of the sum of multiplication of local content of each goods with the acquisition price of each goods to the acquisition price of combination of goods.
- iv. Format of calculation of local content shall be as contained in **Enclosure-I**.

- 3) **Requirement of Purchase Preference:** Purchase preference shall be given to local suppliers by all procuring entities as per provisions laid down in Para 3 of PPO, 2017 subject to the condition that Para 3(a) of the PPO 2017 shall be applicable only when there are two or more than local suppliers for any tender of value up to Rs. 50 Lakhs and they certify that they can supply the desired medical devices in the required quantities.

4) **Verification of Local Content:**

- a) The local supplier at the time of tender, bidding or solicitation shall be required to furnish self-certification of local content in the format as contained in **Enclosure-II**.
- b) In each tender, procuring entity shall clearly mention the details of its competent authority which is empowered to look into procurement related complaints and the fees for such complaints, relating to implementation of PPO, 2017.
- c) In case a complaint is received by the procuring entity against the claim of a bidder regarding domestic value addition in medical device, the procuring entity shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to DoP.

d) Any complaint referred to the procuring entity shall be submitted along with all necessary documentation in support of the complaint regarding domestic value addition claimed in medical device and shall be disposed of within 4 weeks of the reference by the procuring entity.

e) In case, the complaint is referred to DoP by a bidder or procuring entity, the grievance redressal committee to be set up under DoP for the purpose shall dispose of the complaint.

f) In case, the matter is referred to DoP, the grievance redressal committee shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the procuring entity. The bidder shall be required to furnish the necessary documentation in support of the local content claimed in medical devices to the grievance redressal committee under DoP within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with procuring entity to establish the bonafides of the claim.

g) In case of reference of any complaint to DoP by the concerned bidder, there would be a fee of Rs. 2 Lakh or 1% of the value of the medical devices being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, to be paid by way of a Demand Draft to be deposited with the procuring entity, along with the complaints by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

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## Calculation of Local Content

Sl. No.	Name of the Make /Manufacturer	Unit	Calculation by Manufacturer (Cost per unit of product)			
			Cost of Domestic Product/ Component (to be offered as Percentage of FOB /Ex-factory price of the particular item /stores)	Cost of Imported Product /Component (to be offered as Percentage of FOB /Ex-factory price of the particular item /stores)	Total Cost (In Percentage)	Percentage of Local Content
			(a)	(b)	(c = a + b)	[d = (a/c)*100]
1						
2						
3						

(Name of Firm/Entity)

## Enclosure – II

**Format for Affidavit of Self Certification regarding Local Content in a Medical Device to be provided on Rs. 100/- Stamp Paper**

I \_\_\_\_\_ S/o,D/o,W/o \_\_\_\_\_, Resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 and Notification No. 31026/36/2016-MD dated \_\_\_\_\_.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:-

- i) Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Medical devices for which the certificate is produced
- iv) Procuring entity to whom the certificate is furnished
- v) Percentage of local content claimed
- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product
- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the medical device
- xii) List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in- house to be attached.
- xiii) List and cost of inputs which are imported, directly or indirectly

**For and on behalf of**  
Authorized signatory

**(Name of Firm/Entity)**

**SECTION – XI  
BANK GUARANTEE FORM FOR EMD**

Whereas \_\_\_\_\_ (hereinafter called the “Tenderer”) has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the “tender”) against the purchaser’s tender enquiry No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the “Bank”) having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the “Purchaser) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

- i. If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- ii. If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) Fails or refuses to furnish the performance security for the due performance of the contract. Or
  - b) Fails or refuses to accept/execute the contract. Or
  - c) If it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_

\_\_\_\_\_  
Name and designation of the officer

\_\_\_\_\_  
Seal, name & address of the Bank and address of the Branch



**SECTION – XII**  
**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To,

\_\_\_\_\_

\_\_\_\_\_  
( name and address of purchaser)

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a Nationalised bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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 and including the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**(Signature with date of the authorised officer of the Bank)**

\_\_\_\_\_  
**(Name and designation of the officer)**

### SECTION – XIII CHECKLIST

Name of Tenderer: \_\_\_\_\_

Name of Manufacturer (s) : \_\_\_\_\_

Sl.No	Activity	Yes/No/NA	Page No in Document	Remarks
1	Have you submitted hard copies of Tender fee receipt and EMD of required amount for the quoted schedules?			
2	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XI?			
3	In case Bank Guarantee is furnished, have you kept its validity of 1 year from Technical Tender Opening date as per clause 19 of GIT ?			
4	Have you enclosed GST/Sales Tax registration, PAN Number/Card, valid document regarding the existence and registration of the firm			
5	Have you enclosed duly filled Tender Form as per format in Section IX?			
6	Have you enclosed Power of Attorney in favour of the signatory, if any ?			
7	Have you enclosed Quality Assurance Certificate & Original Product Catalogue			
8	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis			

	the technical specifications?			
<b>9</b>	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. VIII of TE document in respect of all orders?			
<b>10</b>	Have you submitted copy of the order(s) and end user certificate?			
<b>11</b>	Have you submitted Manufacturer's Authorization Certificate (s)			
<b>12</b>	Have you kept validity of 1 year from the Techno Commercial Tender Opening date as per the TE document?			
<b>13</b>	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
<b>14</b>	Have you intimated the name and full address of your Banker (s) along with your Account Number			
<b>15</b>	Have you fully accepted payment terms as per TE document?			
<b>16</b>	Have you fully accepted delivery period as per TE document?			
<b>17</b>	Have you accepted the warranty as per TE document?			
<b>18</b>	Have you accepted terms and conditions of TE document?			
<b>19</b>	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			

20	Have you submitted an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that there is no vigilance/CBI /FEMA case pending against the firm/supplier (Principal)?			
21	Have you submitted Calculation of Local Content as per format in Section X(A) Enclosure – I			
22	Have you submitted Self Certification regarding declaration of Local Content in a Medical Device as per the format in Section X(A) Enclosure – II			

**N.B.**

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer 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 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 authorised sign on behalf of the Tenderer)  
For and on behalf of

\_\_\_\_\_  
(Name, address and stamp of the tendering firm)

**SECTION – XIV  
CONTRACT FORM**

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

\_\_\_\_\_  
\_\_\_\_\_  
(Address of the purchaser'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. Purchaser's TE document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser
3. Supplier's Tender No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser 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 part of this contract:
  - i. General Conditions of Contract;
  - ii. Special Conditions of Contract;
  - iii. Schedule of Requirements & Technical Specifications;
  - iv. Tender Form furnished by the supplier;
  - v. Price Schedule(s) furnished by the supplier in its tender;
  - vii. Purchaser'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 Section II - „General Instructions to Tenderer's of the Purchaser's TE document shall also apply to this contract.

\_\_\_\_\_  
(Signature, name and address of the purchaser'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: \_\_\_\_\_

**SECTION – XV**  
**CONSIGNEE RECEIPT CERTIFICATE**  
*(To be given by consignee's authorized representative)*

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

Contract No. & date : \_\_\_\_\_

Supplier's Name : \_\_\_\_\_

Consignee's Name & Address with telephone No. & Fax No.: \_\_\_\_\_

Name of the item supplied : \_\_\_\_\_

Quantity Supplied : \_\_\_\_\_

Date of Receipt by the Consignee : \_\_\_\_\_

Name and designation of Authorized Representative of Consignee: \_\_\_\_\_

Signature of Authorized Representative of Consignee with date: \_\_\_\_\_

Seal of the Consignee : \_\_\_\_\_

## SECTION – XVI CONTRACT AGREEMENT FORMAT

THIS AGREEMENT made the \_\_\_\_\_, between  
**Regional Institute of Paramedical and Nursing Sciences, Aizawl, Mizoram – 796017,**  
("hereinafter called the \_\_\_\_\_ the "purchaser")  
and \_\_\_\_\_ ("hereinafter  
called the "supplier") of the other part.

**WHEREAS** the Purchaser is desirous that certain Goods and ancillary services viz., \_\_\_\_\_ vide Tender Enquiry \_\_\_\_\_) and has accepted a bid by the Supplier for the supply of those goods in the sum of " \_\_\_\_\_ " (Hereinafter called "the Contract Price")

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
  - a) The Bid Form and the Price Schedule submitted by the Bidder : \_\_\_\_\_
  - b) The Schedule of Requirements & Technical Specifications : \_\_\_\_\_
  - c) The General Conditions of Contract : \_\_\_\_\_
  - d) The Special Conditions of Contract : \_\_\_\_\_
  - 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.

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

Sl. No.	Description of Goods	Unit	Rate per Unit	Total Amount

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

Signed, Sealed and Delivered by the said.....  
(For the Purchaser)

In the presence of: .....

Signed, Sealed and Delivered by the said

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

In the presence of: .....

Counter Signed /Confirmed by .....  
(Principal /Manufacturer)

**Note:** The courts at Aizawl will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Aizawl court shall have jurisdiction in the matter.



**SECTION – XVII  
Consignee List**

<b>Consignee Code</b>	<b>Institution</b>	<b>Contact Address</b>	<b>Contact Details</b>
01	Regional Institute of Paramedical And Nursing Sciences ( An Autonomous Institute under Ministry of Health & Family Welfare, Government of India), Administrative Block, Zemabawk, RIPANS, Aizawl, Mizoram.	Director, RIPANS, Zemabawk, Aizawl, Mizoram - 796017	Website : <a href="http://www.ripans.ac.in">www.ripans.ac.in</a> email : <a href="mailto:ripans.aizawl@gmail.com">ripans.aizawl@gmail.com</a> Tele/Fax : 0389-2350521/2351130