



NATIONAL HEALTH MISSION
Government of Meghalaya

No. DHS/MCH&FW/NHM/ELECT/91/2015-16/ 3174

Dated 01.03.2022

NOTICE INVITING LIMITED TENDER

Sealed Tenders in a Two Bid System affix a court fee stamp of Rs. 25/- is invited by the Mission Director, National Health Mission, NHM, Meghalaya from registered firms "for Supply and Installation of Diesel Generator (DG)".

Technical & Financial Evaluation of the Tender Documents will be evaluated by a Tender Committee duly constituted by the Mission Director, NHM Meghalaya.

Sl. no.	Name of Items	"Tender for Supply and Installation of Diesel Generator (DG)"
1	Cost of Tender Documents	Rs.2000/- in demand draft in favor of Mission Director, National Health Mission, payable at Shillong, if tender document is obtained from the office of the undersigned. No tender fee required if bidder download the tender document from the NHM website
2	Earnest Money Deposit	EMD Amount Rs. 10,000/-
3	Tender Documents	Can be obtained from the O/O Mission Director, National Health Mission, Health Complex Laitumkrah, Shillong or downloaded from www.nhmmeghalaya.nic.in
4	Date for downloading/obtaining the Tender Documents	03rd/Mar/2022
5	Last date and time for submission of Tender Document	10th/Mar/2022 up to 11:00 am
6	Tender opening date (Technical & Financial Bid)	(10th/Mar/2022 up to 1:00 pm

Copy of Tender documents may please be obtained from the Office of Mission Director, National Health Mission, Health Complex Laitumkrah, Shilong or download from our website www.nrhmmeghalaya.nic.in and the EMD mentioned above may please be deposited in the form of 'demand draft' / 'pay order' / Receipt in favor of Mission Director, National Health Mission, payable at Shillong. Please write the name of company/firm on the reverse side of the 'Demand Draft' / 'Pay order' / Receipt. Please note that the downloaded tender documents are subject to verification with the original documents as given in the Website. Mission Director, NHM reserves the right to reject any or all the tenders without assigning any reason.

Note: Any changes or any further notification in respect to the above Tender documents shall be made available only at the above mentioned website. Hence respective bidders are advised to visit the website regularly for the above purpose.

Mission Director NHM

Office of Mission Director, National Health Mission
Directorate of Health Services, Health Complex, Upper New Colony, Laitumkrah, Shillong - 793003

Phone: (0364) 2504532 Email: nrhmmegh@gmail.com

www.nrhmmeghalaya.nic.in Nhm Meghalaya @iecbccnhmmegh IECBCC NHM Meghalaya



NATIONAL HEALTH MISSION

Government of Meghalaya

2. PRICE SCHEDULE:

- a. Price shall be quoted as mentioned in Annexure-III. Price will remain firm and fixed for all supply orders placed during the period of Rate contract i.e. of minimum 1 year

3. TERMS OF DELIVERY:

- a. Delivery for all orders shall be required to be made to the **O/O Mission Director, National Health Mission, Health Complex Laitumkhrah Shillong, Meghalaya** or any other locations within the state capital as instructed by the authority from time to time and shall be inclusive in the rate quoted for by the bidder. If any delivery asked to be made outside the state capital may be charged additional, to the specified rate keeping in mind the location and situation of delivery.
- b. The Tenderer shall be responsible to arrange safe delivery of goods, by rail/road at the delivery address given above. The rates quoted by the tenderer should include all costs for free delivery to consignee's site.

4. ELIGIBILITY CRITERIA:

- a. Annexure II & III should be duly filled and complete in all respects.
- b. Submission of EMD amount Rs.10,000/- in the form of Demand Draft /BG in favor "Mission Director, National Health Mission, Meghalaya, Shillong. EMD should be valid for a period of 90 days as per Annexure -V
- c. In case of dealer the bidder should submit Dealership certificate from the Company and failing to meet the requirement shall be rejected.
- d. Valid Authorization letters (Tender specific) mentioning the above Tender no. from the OEMs for Supply & Participation in Tender.
- e. Nil
- f. Nil
- g. In addition to the above, the bidder should furnish the following:-
 - i. A Valid company/Firm registration certificate
 - ii. A valid Trade License Certificate from KHADC/JHADC/GHADC for Non Tribal firm
 - iii. A Valid GST Registration certificate
 - iv. PAN/TIN Card of the firm or of the person in whose name the Proprietorship, Firm etc is registered under.
 - vi. Details of service centre i.e. Name of Service engineer, service centre address, contact no. etc should be provided by bidder/the service centre should state categorically that the bidder is having a fully trained technical staff for installation/commissioning of the machine and providing after sales services. Moreover service centre address must be from within the state in order to improve machines up time.
 - vii. Turn Around time within 48hours for after sales service, A declaration of the same from bidders that 'The bidder is agreed with the specified Turnaround Time i.e. 48hours and if fail to comply the bidder will have no objection with the penalty amount to be imposed as decided by the authority'
- h. The tenders received after the due date and time specified or unsealed or incomplete, or by facsimile or email will be summarily rejected.
- i. The purchaser will notify the successful bidder in writing that its Bid has been accepted and issue purchase order (PO) to the successful post signing of contract.
- j. Within 7 days of receipt of such intimation, the successful bidder shall give its acceptance to the Mission Director, National Health Mission, Govt of Meghalaya.
- k. The Mission Director, National Health Mission), Govt of Meghalaya reserves the right to reject/cancel any or all other including the lowest bidder without assigning any reason thereof.
- l. On received of Purchase Order the selected bidder will have to be delivered within a delivery period specified in the purchase order.

5. Submission of the Bid:

- i) The Bid should be in sealed cover super- scribed "**Tender for Supply and Installation of Diesel Generator (DG)**" and clearly mention the tender reference number and date. The super scribed sealed cover shall consist of three sealed cover inside (i) "**Technical Bid**" (ii) "**Financial Bid** ",



NATIONAL HEALTH MISSION

Government of Meghalaya

Instructions:

- ✓ Please mention clearly on each sealed cover the annexure, meant for.
 - ✓ The main cover should be addressed to the **O/O Mission Director, National Health Mission, Red Hill, Upper New Colony Health Complex, Laitumkhrah, Shillong – 3, Meghalaya**
 - ✓ The Bid should be dropped in the box provided for this purpose in the office of **Mission Director, National Health Mission, Red Hill, Upper New Colony Health Complex, Laitumkhrah, Shillong.**
 - ✓ All documents submitted should be properly page numbered, signed and should have appropriate and relevant contents.
 - ✓ Index sheet of each document should be submitted for ease & fast documentations verifications.
 - ✓ Bid documents that do not provide complete information and /or that are submitted after the above specified date or time shall be rejected.
 - ✓ Bidder should quote their prices in the schedule format supplied in this tender (Annexure III) form giving the breakup of prices. Tenders received in any other form will not be entertained.
- 6. **Bids will be open in two stages.**
 - (I) Envelope A : Technical bid
 - (II) Envelope B : Financial/Price Bid (As per Annexure – III/A & Annexure – III/B)
- 7. If the envelopes are not sealed and marked as required above, the bid will be subjected to rejection at the tender opening stage itself.
- 8. The bid shall be opened in two stages. At the time of opening only first cover (Envelope A) containing the Technical bid shall be opened at the first stage and the second cover (Envelope B) containing financial bid shall be opened after qualifying the Technical bid. The date, time and venue for third stage opening will be intimated separately by the Tender Inviting Authority (TIA) only to selected/qualified bidders.
- 9. **Validity of the Tender:**

The validity of the tender shall remain valid for 90 days from the date of opening the tender.
- 10. **Venue of Tender Opening:**

The “**Tender for supply and Installation of Photocopier machine**” will be opened in the presence of the bidders or their authorized representatives and Tender Committee Members at the venue mentioned hereunder.

Venue of Tender Opening:
Office of Mission Director, National Health Mission, Red Hill, Upper New Colony Health Complex, Laitumkhrah, Shillong,
- 11. **EMD Amount:**

Tenderer needs to deposit the EMD Amount of Rs.20,000 /- in the Form of DD/FDR/Bank Guarantee in favor of “Mission Director, National Health Mission”, payable at Shillong, Meghalaya and a copy of EMD in sealed envelope should be submitted along with pre-qualification documents in the Pre- Qualification Envelope.

 - (i) The EMD shall be returned back to unsuccessful bidders within a period of eight (8) weeks from the date of execution of the agreement subject to the receipt of a written application addressed to the Mission Director, National Health Mission, Meghalaya. The return of EMD shall not carry any Interest Component.
 - (ii) The E.M.D. / Security Deposit shall liable to be forfeited in the following circumstances when the,
 - a) Tender is rejected due to failure to furnish the requisite documents in the proper format or giving any misleading statement or submission of false affidavit or fabricated docs.
 - b) Party fails to sign the agreement for entering into contract in case the offer is accepted, due to any reason whatsoever.



NATIONAL HEALTH MISSION

Government of Meghalaya

- c) Party fails to supply the goods / items as per the orders / Rate Contract (R.C) placed by Mission Director, National Health Mission, Meghalaya within the delivery period so stipulated.
- d) Party fails to replace/correct the supplied material /pre-printed stationeries declared to be wrong /different from specification and R.C. holder / successful bidder have to refund the cost of such goods

12. Performance Security Bond (PSB):

- (a) The successful Bidder will liable to deposit 10% of value of the Contract/Purchase Order as Performance Security Deposit in favor of "Mission Director, National Health Mission, Shillong Meghalaya" by way of "Performance Bank Guarantee in the format given at "Annexure-VI" from nationalized/Commercial Bank refundable after expiry of the contract/or after the completion number of warranty period + 3 months in case of supply of Equipment whichever is higher, subject to successful fulfilment of terms and conditions. Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs the bid in any respect. Security deposit is for due performance of the agreement. Non submission of Performance security within the specified time shall also lead to forfeiture of the EMD/PSB.
- (b) Performance security deposit is retained as a security deposit until the period of work / contract may be found satisfactorily and completed. The Performance security deposit may be refunded on receipt of a written application addressed to the Mission Director, National Health Mission, Meghalaya. Refund of Performance security deposit shall not carry any Interest Component.

13. Price:

- ✓ The price offered in the tender should be as per the structure requested in the Tender document Annexure-III
- ✓ All Quotes shall be in Indian Rupees and duly attested in case of any corrections.
- ✓ All freight costs & Transit insurance are to be borne by the bidder.
- ✓ In case of imports, all duties and any other costs (foreseen or unforeseen) have to be borne by the bidder and to be clearly indicated in the quote
- ✓ If more than one bidder has quoted exactly the same price in their bids, and if it has become the Lowest Bid (L1), the decision of the Tender Committee is final to equally distribute the schedule quantity among the L1 bidders.

14. Technical evaluation:

- ✓ Technical evaluation of the items tendered will be done by a Technical Committee constituted by the Mission Director, National Health Mission Meghalaya
- ✓ Specifications for each of the items will be as detailed in the respective Annexure
- ✓ Tenders submitted with technical specifications and commercial bid will alone be considered for evaluation.
- ✓ The commercial bids of suppliers who are successful in Technical Evaluation only would be considered.
- ✓ In case, if Technical Committee is not convinced with any of the bidder's samples with respect to Quality parameters, then it is the Committee's decision to scrap the Tender.
- ✓ The decision of the Committee formed by Purchaser would be final.

15. Quality Standards:

- a) The Suppliers/OEM's are to meet the approved Quality Standards or any other reputed standard by the Country of Origin. The evaluation would be done by the technical committee at the time of technical evaluation
- b) During period of the contract, suppliers shall confirm to the approved quality standards wherever applicable and would be given priority over others.
- c) Suppliers should supply equipments/goods which comply with the approved quality standard failing which payment of the same will not be made.

16. Sample Evaluations:

- a) Samples whenever required, for valuation shall be provided by the supplier at free of Cost.



NATIONAL HEALTH MISSION

Government of Meghalaya

- b) The products should fulfil technical specifications as per the approved quality standard or any other reputed standard by the Country of Origin
- c) In case bidder quoted more than one item for a particular item, during Technical round the Tender committee will select one item only according to quality satisfaction & the price bid of the selected item only shall be taken into account.
- d) The Tender committee has the right to reject any sample in case the sample quality is found unsatisfactory and bidder has no right for any objection.

17. Quantity Division:

Each Delivery Schedule of Requirement incorporate in the tender enquiry document will be ordered from the Lowest Responsive Bidder (L1). However, it is the purchaser's decision to assess the capacity of the L1 bidder to support the requirement. If L1 refuses to supply and in case of L1 bidders capacity is less than the quantity required, the purchaser has the right to split the order quantity among the other bidders in the order of lowest to highest bidder as per the provisions of transparency in Tenders Act & Rules, provided the next lowest bidder agrees to match the L1 rate.

18. Authority for signing Tender Documents:

- ✓ A person signing the Tender Form or any document, forming part of the contract on behalf of the supplier, shall carry the authorization letter stating his/her authority to sign such documents from the respective organization
- ✓ Any Agent who is participating on behalf of a manufacturer shall have the Valid authorization letter from the manufacturer to sell the goods in the area where the tender is meant for, without which the bid will not be considered as valid

19. Responsibility for Performance of Contract:

The Supplier shall be entirely responsible for the performance of the contract in all respects in accordance with the terms and conditions as specified in the Contract. The Supplier shall not sublet, subcontract, transfer or assign the contract.

20. Quality Inspection:

- a) For every unit supplied by the supplier, the conformance to the Specifications mentioned in the Tender shall be established by the supplier.
- b) Supplier represents and warrants that it shall fully comply with all written quality assurance requirements or instructions of the Mission Director, National Health Mission, Meghalaya, and as amended from time to time at the sole discretion of the Mission Director, National Health Mission, Meghalaya. Supplier further represents and warrants that the Product supplied by the Supplier in strict compliance with all applicable central, state and local laws.
- c) The supplier shall maintain the highest standard of quality in the Product. Supplier shall follow and abide by all directions, requests, suggestions or instructions of Mission Director, National Health Mission, Meghalaya regarding the quality standards required by Mission Director, National Health Mission, Meghalaya in connection with the manner of Packaging, storage and delivery of the Product.
- d) The supplier shall facilitate in-process and / or Pre-delivery inspection by the Representatives of the Purchaser, as and when, the same is required by the Purchaser
- e) Notification by Supplier – In case of inspection at the Supplier's premises, notice in writing shall be sent by the Supplier, sufficiently in advance, to the Purchaser when the items to be supplied, are ready for inspection.
- f) Rejections – At delivery, Mission Director, National Health Mission, Meghalaya in its sole discretion may reject any Product produced or manufactured by Supplier for any reason, including Non-compliance with standard quality or any other reputed standard, but not limited to defects, or failure to meet approved quality standards, etc.
- g) Removal of Rejections - Any supplies inspected and rejected at the Purchaser's premises must be removed by the Supplier, within 7 days from date of receipt of intimation of rejection of supplies in case of indigenous suppliers & 28 days in case of foreign suppliers. If the rejected goods have already been paid for (partly or fully), the supplier shall before removal of rejected goods, either deliver correct replacement goods at Purchaser's premises completely free of cost (including cost of goods, freight, taxes, duties etc) or refund the payment received as well as make full compensation for freight taxes, duties etc. Such rejected items shall lie at supplier's risk from the time of such rejections and if not removed within the above time limit, the Purchaser shall have the right to dispose off the said rejected materials as he may deem fit without any financial obligation to the supplier.



NATIONAL HEALTH MISSION

Government of Meghalaya

- h) If found that the Successful Bidder is incompetent to provide the supply as requested, in such a situation, the proposal may be reviewed for award of the contract to the next qualifying bidder or go for a fresh bid depending on the circumstance. No form of compensation shall be payable in any form whatsoever to the forfeited firm. In case it is decided to go for the next qualifying bidder, negotiation maybe considered to bring down their price nearer to the originally Evaluated or Lowest bidder in consideration to the equipment's to be supplied.

21. Supplier Responsibility:

- a) Under any circumstances, No supplier shall supply the goods, in which recycled materials are used / used- disposables to Mission Director, National Health Mission, Meghalaya. If Mission Director, National Health Mission, Meghalaya finds any such instance, it will lead to cancellation of Purchase Order and subsequent severe punitive (legal and financial) actions by Mission Director, National Health Mission, Meghalaya. However, all the consequential costs are to be borne by the Supplier to Mission Director, National Health Mission, Meghalaya.
- b) The supplier is responsible for the delivery of the goods in satisfactory condition and without any loss or damage at the final destination and until the same is actually received by the Purchaser at its works or other place of final destination. For this purpose, goods carried by the roadway or other carrier shall be deemed to be carried at the risk of the supplier. If on inspection at final destination the Purchaser discovers any discrepancy, the Purchaser will be entitled (notwithstanding that the property of goods shall have passed on to the company) to refuse acceptance of the goods altogether and claim damages and/or cancel the contract and buy its requirement in the open market at the risk and cost of the supplier, reserving always to itself, the right of forfeiture of any amount found due and payable or the deposit, if any, placed by the supplier for the due fulfilment of the contract as also to recover any amount, if already paid.

22. Responsibility for proper packing, wherever required:

- a) The Supplier shall be responsible for the items being sufficient and properly packed, for transport by rail/road/sea/air/ or any combination of the above, so as to ensure their being free from loss or damage on arrival at the destination.
- b) In case if a bidder has got successful for more than one item, the supply shall be packed in lot, as per the instructions of Mission Director, National Health Mission, Meghalaya.
- c) Marking of Packages, Packing: Each package delivered under the contract shall bear the following:-
- Name of the Supplier
 - PO Number
 - Consignee's name and address
 - Description and quantity of contents
 - Gross weight, Net weight,
 - Distinctive number or mark which is also to be shown, for the purpose of Identification, on the Supplier's packing list.

23. Delivery:

- a) Timely delivery is the essence of the contract & must be completed as per the dates specified therein.
- b) The Supplier shall deliver the items in strict accordance with the delivery terms indicated on the Purchase Order issued to the successful bidder.
- c) Notification of delivery or dispatch in regard to each and every consignment shall be made by the Supplier to the authorities named in the Contract.

24. Failure and Termination:

Should the Supplier fail to deliver the items or any consignment thereof, within the period prescribed for such delivery, the Purchaser shall be entitled at his/ her option, to the following:

Delayed Penalty & Liquidity Damage:

Up to 7 Days from Delivery Due Date	0.75% from the total PO value
From 8th day to 15 Day	1.00% from the total PO value
From 16th day to 22nd Day	3.00% from the total PO value
From 23rd day to 30th Day	5.00% from the total PO value
Above 30 Days	10.00% from the total PO value



25. Risk Purchase:

If the Supplier fails to deliver the items either in full or in part, within the prescribed delivery period, the Purchaser shall be entitled at his option to take alternate procurement action, at the risk & cost of the supplier for the unsupplied portion of the goods / items without cancelling the contract in respect of the items not yet due for delivery, or to cancel the contract based on progress of work, including items not due for delivery, and, if thought fit/necessary, to purchase the items at the risk and cost of the Supplier. The price differential in the case of higher cost to Purchaser, if any, shall have to be borne by the defaulting supplier. Moreover the defaulting supplier shall have no claim over the quantity, which they failed to supply.

26. Addendum & Corrigendum:

At any time prior to the date of submission of the Bids, the Tender Inviting Authority may, for any reason whatsoever, whether on his own initiative or in response to a clarification requested by prospective bidders, modify the Tender Documents by an act of amendment thereafter referred to as an Addendum for Addition & Corrigendum for Correction. All prospective bidders who have received the bid documents will be notified of the Addendum / Corrigendum and that will be binding on them. In order to provide reasonable time to take the Amendment into account, the Tender Inviting Authority may at its discretion extend the date and time for submissions of Bids. The bidders should check for such amendments or Corrigendum on the NHM website. No separate intimation will be issued to them.

27. Ethics:

Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders shall make the tender submitted by that tenderer liable for rejection.

28. Quantity of Delivered Items:

- a) If the quantity received by the Target Delivery date is less than the P.O Scheduled quantity, then the physical quantity received will be the quantity certified by the Purchaser.
- b) If the quantity received is more than the P.O quantity, the excess quantity shall not be paid for, by the Purchaser.
- c) In case of any supply quantity with an upper or lower tolerance of over 5%, Mission Director, National Health Mission, Meghalaya will have the right to accept or reject the material immediately

29. Taxes, Duties and Levies:

- a) Tenderers must clearly mention their GST Registration in their offers and invoices.
- b) GST shall be clearly mentioned in the offer indicating the applicable rates.
- c) In case if there is a decrease in the Statutory Taxes / Duties / Levies, the same has to be passed to the Purchaser

30. Guarantee:

The supplier must take the entire responsibility to supply the Quality-oriented products to DHS (MCH&FW), Meghalaya. In case of distributors, the responsibility lies with the distributor to ensure the supply of right quality materials to DHS (MCH&FW), Meghalaya.

31. Indemnity:

The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the items, for infringement of any right protected by Patent, Registration of design or Trade Mark and shall take all risk of accidents or damage which may occur or failure of the supply arising. The Supplier shall be entirely responsible for the sufficiency of all the means used by them for the fulfilment of the contract. Supplier shall agree to indemnify, defend and hold Mission Director, National Health Mission, Meghalaya and its officers, Directors, Employees, its parent and assigns harmless from and against any and all liability, losses, damages, claims, liens, expenses or causes of action including, but not limited to reasonable legal fees and expenses that may be incurred by Mission Director, National Health Mission, Meghalaya, arising directly or indirectly out of, or in connection with, Supplier's violation or breach of any of the terms of this Agreement or any act or omission to act by Supplier in violation of the Agreement. Mission Director, National Health Mission, Meghalaya shall provide the Supplier with prompt written notice of any claim for which indemnification is sought and shall have the right to participate in the defence of any such claim.



NATIONAL HEALTH MISSION

Government of Meghalaya

32. Warranties and Obligations:

- a) Supplier irrevocably offers warranty of the product or as given by the manufacturer, against any manufacturing defects and contamination of materials.
- b) Supplier represents and warrants that it will use its best efforts to produce and distribute the Product in accordance with the terms and conditions of this Agreement.
- c) Supplier shall be solely responsible for the production and distribution of the Product and will bear all related costs associated therewith, except as otherwise provided in this Agreement.
- d) Replacing the defective items should be done immediately within 5 working days.

33. Compliance of the Laws of the land:

- a) The supplier shall comply with all state and local laws and regulations shall obtain all necessary licensing for the operation of its business and shall further comply with all quality control standards promulgated by Mission Director, National Health Mission, Meghalaya from time to time.

34. Documentation requirements:

A supplier has to send the following documents along with the shipment.

- a) Invoice in original along with two additional copies, both duly signed and stamped by the Supplier.
- b) Original Packing list.
- c) A copy of Purchase order raised by Mission Director, National Health Mission, Meghalaya

35. Product Withdrawal:

- a) If it is deemed necessary at any time by either Mission Director, National Health Mission, Meghalaya or Supplier or any local, state, or central governmental agency or other authority to recall or withdraw the Product produced by Supplier/Manufacturer and being supplied to Mission Director, National Health Mission, Meghalaya, either as a result of failure of the Product or Supplier to strictly comply with Mission Director, National Health Mission, Meghalaya quality standards or any governmental health rule or regulation, or shall fail to comply with any other governmental authority or agency having jurisdiction, supplier shall bear all costs and expenses incurred by it and/or in complying with the recall or withdrawal procedures, unless such recall or withdrawal is solely the result of the negligence or misuse by Mission Director, National Health Mission, Meghalaya.
- b) If Supplier fails or refuses to promptly comply with the recall or withdrawal of the product upon request by the Purchaser, Mission Director, National Health Mission, Meghalaya shall take such action as it deems necessary to recall or withdraw the product and Supplier shall immediately reimburse for the costs and expenses incurred.
- c) If the product supplied is not as per the specification on analysis of the samples by appropriate approved authority, then the rejected and available quantities have to be lifted back by the supplier. All cost and consequences of such rejected quantities shall be borne by the supplier.

36. Product Allocation and Stocking:

In the event there is an emergency shortage of the product, as announced by Supplier or its designated representative, Supplier shall stand ready to stock adequate quantities of the Product so that scheduled supplies to Mission Director, National Health Mission, Meghalaya, should not suffer for the full contract period. In an event of Supplier failing to supply the material in order quantities and as per time schedules, Mission Director, National Health Mission, Meghalaya, reserves the right to procure the product of same or superior quality at same or higher price from an alternate supply source and any difference in cost of procurement shall be debited to the Supplier.

37. Trademarks:

The supplier shall not, without prior written consent of Mission Director, National Health Mission, Meghalaya use the trademarks or service marks or sales marks of Mission Director, National Health Mission, Meghalaya in any manner whatsoever, unless, and then only to the extent, such use is authorized by Mission Director, National Health Mission, Meghalaya in writing and then only in accordance with Mission Director, National Health Mission, Meghalaya directions or specifications

38. Termination:

Mission Director, National Health Mission, the Meghalaya Tender Committee shall have the right to immediately terminate this Agreement by giving a written notice to the Supplier in the event that Supplier does any of the following:

- I. Fails to supply the order from the date of target delivery date.



NATIONAL HEALTH MISSION

Government of Meghalaya

- II. Files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or Supplier discontinues its business
- III. Breaches any provision of this Agreement, and fails to cure such breach within seven (7) days after it receives a written notice of breach from the , Meghalaya.
- IV. Mission Director, National Health Mission, the Meghalaya Tender committee has Right to Terminate without giving any Cause. Mission Director, National Health Mission, Meghalaya shall have the right to terminate this Agreement by written notice to Supplier.
- V. Upon receipt of the notice of termination from the Purchaser, the Supplier shall either immediately or upon the date specified in the notice of termination, cease all further supplies except for such as the Purchaser may specify in the notice of termination. In the event of termination of the Contract the Purchaser shall only pay to the Supplier, the Price for the parts executed by the Supplier as of the date of termination.

39. Infringements:

- a) The supplier agrees to fully cooperate with Mission Director, National Health Mission, Meghalaya in the prosecution of any such suit against a third party and shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit.

40. Governing Law; Dispute Resolution:

- a) This Agreement shall be governed by, and construed in accordance with, the laws of the India; without regard to conflict of law principles, and under the jurisdiction of Meghalaya and language shall be English

41. Notice:

- a) Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally or by a nationally recognized overnight courier service, or mailed by certified or registered mail, return receipt requested, to the other party at its address as set forth at the top of this Agreement.
- b) All such notices shall be effective upon delivery or upon refusal to accept delivery.
- c) Either party may change the address to which notice is to be sent by written notice to the other in accordance with the provisions of this paragraph.

42. Miscellaneous:

- a) If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or operation of any other term, clause or provision, and such invalid or unenforceable term, clause or provision shall be deemed to be severed from the Agreement.
- b) This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.
- c) Bidders or employees of bidder cannot claim or construed as employees of Mission Director, National Health Mission, Meghalaya.

43. Force Majeure:

If at any time during the validity of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reasons of War, Hostility, Acts of Public Enemy, Civil Commotion(s), Sabotage, Fire(s), Flood(s), Explosion(s), Epidemic, Quarantine Restrictions, Acts of State or Acts of God, hereinafter referred to as eventualities, then the Contract period will get extended for the period of Force Majeure, provided Notice of the happenings of any such eventualities is given, supported by a certificate of appropriate authority or Chamber of Commerce by either party to the other within 15 days from the date of occurrence thereof. Neither party shall by reason of such eventualities be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Work under this contract shall resume as soon as practicable after such eventualities have come to an end or ceased to exist. Should one or both parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting continuously for a period of at least three months, the parties shall consult each other regarding further continuation of the Contract.



NATIONAL HEALTH MISSION

Government of Meghalaya

44. Dispute Redressal Committee:

All disputes can be addressed by amicable settlement by a committee constituted by Mission Director, National Health Mission, Meghalaya.

45. Declaration by the Tenderer:

The Tenderer shall be required to declare whether the proprietor or any partner of the firm or Director of their company as the case may be, has any relation to any employee working with the Purchaser and if so, give the name of the employee and the relationship.

46. Waiver:

Failure to operate or to enforce any condition under this Contract shall not operate as a waiver of the condition itself or any subsequent breach thereof.

47. Payment Terms:

Payment will be made after successful execution of the order in totality or postal delivery, inspection, acceptance and Receipts of the Goods. The bidder should submit the bills/invoices with a copy of delivery Challans and installations – duly acknowledged by the Purchaser and order copy with a satisfactory inspection report of the designated Technical Committee after Delivery duly signed and accepted should be submitted at Mission Director, National Health Mission, Meghalaya, Laitumkrah, Shillong Meghalaya in original. Three copies of each document should be made and one copy handed over to the authority at the delivery site.

48. FALL CLAUSE:

The prices quoted for the material supplied under this tender by the Supplier shall in no event exceed the lowest price at which the Supplier sells or offers to sell similar material in similar volume of identical description to any person(s)/organization(s) including the Purchaser or any other Mission Director, National Health Mission, office located at any other place in India. If at any time during the said period, the supplier reduces the sale price, sells or offers to sell such stores to any person(s)/organization(s) including the Purchaser or any Statutory Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this contract, he shall forthwith notify such reduction or sale or offer to sale to the Purchaser and the price payable under the contract for the material supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.

49. Blacklisted:

An Affidavit on a Non Judicial Stamp Paper of Rs. 10/-, attested by a Notary Public (In Original) that there is no vigilance / CBI Case or arbitration cases pending with the Government of Meghalaya against the Form/Supplier that the Proprietor/Director/Members of the Board of Directors of the Bidder and the Principal Manufacturer on whose behalf they have quoted has never been blacklisted by any Institution (Government or Public).

50. **SAVING CLAUSE:** No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of the Tender

51. SUPPLY & COMMISSIONING OF HARDWARE & SOFTWARE

- i. The vendor should indicate the name of company with whom he has a tie-up, if any, for manufacture of equipment and after sales support, and the nature of agreement, with documentary evidences.
- ii. Nil
- iii. Nil.
- iv. Nil
- v. Nil
- vi. Vendor shall install the machine and other related accessories supplied by him and he is fully responsible for complete implementation of the items supplied by him.
- vii. The supplier has to supply one set of manuals on installation, operation, maintenance, troubleshooting, and operating systems for each machine (viz. DG, Auto Start panel etc.)

52. GENERAL TERMS AND CONDITIONS

- i. Pre-Qualified Bidders, if ask are required to arrange a demonstration of the equipment, preferably in the office of Mission Director, National Health Mission, Laitumkrah, and Meghalaya shillong.



NATIONAL HEALTH MISSION

Government of Meghalaya

- The Tenderer demonstrate the participating Equipment at office of Mission Director, National Health Mission, Shillong on date fixed by the technical committee duly constituted by competent authority. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder.
- ii. Tenders should be quoted only by the actual manufacturer or their authorized distributors or selling agent of a particular firm. The bidder is responsible for the supply of stores. If the Principal Manufacturer withdraws rights of distribution from the bidder during validity period of rate contract, Mission Director, National Health Mission, Meghalaya has right to cancel the eligibility of the bidder and accept the candidature of new coming authorized distributor. For supplying items at approved rates new coming firm may have to deposit the EMD.
 - iii. The model of the equipment offered should not be obsolete /out of production for next 5 years.
 - iv. Warranty period (as specified in Annexure-II Onsite Warranty including Spare Parts & Labour etc.)
 - a) Tenderer and Manufacturer should give an undertaking stating that "The equipment/machines being offered is the latest model as per the specifications and the spares for the equipment/machines will be available for a period of at least 5 years after the warranty period.
 - b) Guarantee/warranty to the effect that before going out of production of spares parts , the manufacturers and/or tenderers will give adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts.
 - c) The supplier warrants comprehensively (period as specified in Annexure:II) for Onsite Warranty including Spare Parts & Labour etc. that the Equipment/Stores 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 Equipment/Stores supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/ Consignee's specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Equipment under the conditions prevailing in India.
 - d) No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - e) Comprehensive Warranty as well as Comprehensive Maintenance contract should be inclusive of all accessories and Turnkey work.
 - f) Replacement and repair will be under taken for the defective Equipment/Stores.
 - g) Proper marking has to be made for all spares for identification like printing of installation and repair dates.
 - h) The firm will be required to warranty/guarantee that during the warranty period as well as during the service contract period, the equipment including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime).
 - v. Upon receipt of such notice, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to repair or replace the defective Equipment/Stores or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/Equipment/Stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/Equipment/Stores thereafter. The penalty clause for non- replacement will be applicable as per tender conditions mentioned above or as decided by the Mission Director, National Health Mission.
 - vi. The tenderer hereby declares that the goods/equipment/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and the particulars contained/mentioned in the clauses here of and the tenderer hereby guarantee/ warranty that the said goods / equipment / stores/ articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/equipment/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality as follows:-
 - a. Tenderer should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales services.
 - b. It is specifically required that the tenderer will supply all the operating and service manuals along with blue-prints and drawings including circuit diagram of the equipment supplied as well as its components.
 - c. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7X 365 basis, 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



NATIONAL HEALTH MISSION

Government of Meghalaya

- prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- d. During Warranty period, the supplier is required to visit at consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the Equipment/Stores.
- vii) Onsite GUARANTEE/WARRANTY inclusive of all Spares and Labour: -
The bidder will give an onsite guarantee/ warranty for trouble free functions and maintenance of the equipments including spares and labour from the date of installation, commissioning and acceptance of the equipments.
- viii) Bidders are required to quote strictly as per specification of the equipment. Deviation to specification must be brought out clearly giving deviation statement in Annexure-II.
- ix) Additional features (in case of equipment), if any, should be listed separately in the offer.
- x) The firms should confirm that the equipment is brand New, is of latest technology and have facility for up gradation, if necessary.
- xi) The Mission Director, National Health Mission, Meghalaya has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit (if asked) a latest performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment.
- x) The minor nature in works like minor Electrical/Civil Works, if required for Equipment installation, will carried out and borne by the Successful L1 bidder, and for this purpose no extra payment, what so ever will not paid by Mission Director, National Health Mission, Meghalaya to any bidder.
- xi) The vendor will have to provide comprehensive on-site warranty for all the hardware & software goods supplied for 2 years (24 months) after the stores have been "taken over"
- xii) The bidder must quote unit rates for all the hardware goods quoted in the price schedule. The warranty also includes support for installed system software related problems.
- xiii) All hardware items shall be covered under the warranty. All installed systems Software and the drivers of existing hardware installed in the supplied machine etc shall also be covered under warranty.
- xiv) The details of the service centers in Shillong, Meghalaya with full addresses, telephone numbers, etc., should be furnish by the bidder

Note: All bidders should quote equipment/items with following approved standards/requirement:-

- All equipment should be as per approved standard.
- Manufacturers/Suppliers should have ISO certification or any other Indian standard for quality standards
- Electrical safety conforms to standards for electrical safety.
- All Literature (Log Book/Maintenance Record/Troubleshooting/Operation Manuals etc.) supplied with each of equipment by Principal Manufacturer should be in Original.
- All consumables required for installation and standardization of equipment should be supplied free of cost with Equipment.
- All required Training to the associated concerned staff at Client Site (i.e. as specified at page no. 4 clause 3(a) under Term of delivery) should be organized by the Tenderer on his cost.

53. Arbitration:

- In the event of any question, dispute or difference arising under this contract (except as to any matters the decision of which is specially provided for by the general or the special conditions.), the same shall be referred to the sole arbitrator or an officer appointed to be the arbitrator by the Mission Director, National Health Mission, Meghalaya. It will be no objection that the arbitrator is a Government Servant or that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The 'Award' of the arbitrator shall be final and binding on the parties to this contract.
- In the event of the Arbitrator dying, neglecting or refusing to act or resign or being unable to act for any reason, or his Award being set aside by the Court for any reason, it shall be lawful for the Mission Director, National Health Mission, Meghalaya to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- It is further a term of this contract that no person, other than the person appointed by the Mission Director, National Health Mission, Meghalaya as aforesaid, should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
- Upon every and any such reference, the assessment of the costs incidental to the reference and Award, respectively, shall be at the discretion of the arbitrator.



NATIONAL HEALTH MISSION

Government of Meghalaya

- iii) Subject as aforesaid, the Arbitration Act, 1996 as amended and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.
- iv) The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as Mission Director, National Health Mission, Meghalaya at his discretion may determine.



NATIONAL HEALTH MISSION
Government of Meghalaya

51. Annexure – I

LIST OF ITEMS WITH SPECIFICATIONS

Items Name and Specs:

Sl.no.	Name of items	Details / Specifications
1	Diesel Generator 15 KVA and 25KVA	<p>1. 15 KVA (Single phase) + Auto Start control panel</p> <p>2. 25 KVA (Three phase) + Auto Start control panel</p> <p>i. All engines should conform to the latest emission norms (CPCB It) laid down by Govt. of India.</p> <p>ii. Should have better noise absorbing property. The complete DG sets with silencer inside should be compact and meet the present noise norms as mandated by CPCB, Govt. of India.</p> <p>iii. No of Cylinders: minimum 4cyliders</p> <p>iv. Battery Charging Alternator</p> <p>v. Battery Size AH: 150x2nos</p> <p>vi. Phase: 3 phase 4 Wire</p> <p>vii. Cooling: Radiator Cooled.</p> <p>viii. Residential Silencer</p> <p>ix. Canopy</p> <p>x. Electric Starting System</p> <p>xi. Battery Charging Alternator</p> <p>xii. DG Set with CUMMINS engine (as per CPCB-2 norms) with standard RPM, standard accessories standard design alternator rated at, suitable rated battery with leads, silencer, fuel tank, set of AVM pads, composite type acoustic enclosure including transport to site and etc.,</p>

52. TECHNICAL BID:

Annexure – II

Item No	Name of the Item (As per annexure –I)	Make & Model Quoted	Indian / Imported/ Country of origin	Catalogues and Compliance certificate YES/NO	Demonstration YES/NO	Deviation to specifications if any with reason	Warranty Period
1	Diesel Generator 15 KVA						
	Auto Start control panel						
2	Diesel Generator 25KVA						
	Auto Start control panel						

Note:

1. All informations in the above format are mandatory and bidders are request to furnish the same.
2. 1year should be the Minimum Warranty period for all equipments.



NATIONAL HEALTH MISSION
Government of Meghalaya

FINANCIAL BID

Annexure – III/A

SI No	Name of Items	UOM	BASIC RATE (including all expenses and charges excluding GST) In Figures To be entered by the Bidder in (INR) (Rate should be quoted as per Unit Of Measurement/UOM)	SGST in Percentage @..... In Figures To be entered by the Bidder in (INR)	CGST in Percentage @..... In Figures To be entered by the Bidder in (INR)	IGST in Percentage @..... In Figures To be entered by the Bidder in (INR)	TOTAL AMOUNT With Taxes (Total of 6+7+8 or 6+9)
1	2	3	6	7	8	9	10
I	Diesel Generator 15 KVA	Each					
	Auto Start control panel for 15KVA	Each					
II	Diesel Generator 25KVA	Each					
	Auto Start control panel for 25KVA	Each					

Note: The indicated Rate for construction a platform for the Generator should given separately in the tender

Office of Mission Director, National Health Mission

Directorate of Health Services, Health Complex, Upper New Colony, Laitumkhrah, Shillong - 793003

Phone: (0364) 2504532 Email: nrhmmegh@gmail.com

www.nrhmmeghalaya.nic.in Nhm Meghalaya @iecbccnhmmegh IECBCC NHM Meghalaya



NATIONAL HEALTH MISSION
Government of Meghalaya

CMC – CHARGES Post warranty Period Annexure – III/B

Item No.	Name of the items	Rates of CMC					Total CMC Cost for a number of CMC period	TAXES (IF ANY)	Total CMC cost inclusive of Tax amount
		1 st yr	2 nd yr	3 rd yr	4 th yr	5 th yr			
1	Diesel Generator 15 KVA with Auto Start control panel								
2	Diesel Generator 25 KVA with Auto Start control panel								

Note :

1. The rates should be inclusive of everything viz. Freight, Packing, Forwarding, Insurance, Transportation, loading/unloading, GST etc up to destination as specified in page no.4 clause 3(a) under Term of delivery and free of Cost Consumables or Accessories required to be supplied by the Tenderer with Equipments as per requirement of consumables items indicated in the Annexure-I Technical Specification of Equipment against each equipment for make operational equipment at the Client site needs to be supplied on free of cost by the Bidder.
2. *The Excise Duty/Custom Duty, Custom Clearance Charges, Agency Commission etc. wherever applicable, should be inclusive in the above Financial Bid.
3. The Rates quoted against each items on the Tender shall be without cutting, tampering and a Transparent Tape should be applied on the Quoted Rates.
4. Rates Quoted should be typed and free from Fluiding, Cutting and Overwriting. No hand written quotations will be accepted.
5. The authority will make procurement for all items or for selected items based on the availability of budget amount. Decision of the authority in this matter is final
6. The bidder quoted the lowest rate in the annexure III/A will be awarded with the contract.

Name(s) & Signature of Authorized person of the Tenderer with Designation & Office Seal

Name of the Firm

Date.....

Place.....

Office of Mission Director, National Health Mission

Directorate of Health Services, Health Complex, Upper New Colony, Laitumkrah, Shillong - 793003

Phone: (0364) 2504532 Email: nrhmmegh@gmail.com

www.nrhmmeghalaya.nic.in Nhm Meghalaya @iecbccnhmmegh IECBCC NHM Meghalaya



NATIONAL HEALTH MISSION

Government of Meghalaya

No. DHS/MCH&FW/NHM/ELECT/91/2015-16/

Dated Shillong the

NOTICE INVITING LIMITED TENDER

Mission Director, National Health Mission, Meghalaya is inviting Tender from the interested firms for Supply and Installation of Diesel Generator (DG). The details of specification, Terms and conditions, etc. can be downloaded from <http://nhmmeghalaya.nic.in>.

Last date for submission of NIT Document: 07th/Mar/2022 up to 11:00am

Date of Tender opening: 07th/Mar/2022 up to 1:00pm

Any changes or any further notifications in respect to the above Notice Inviting Tender (NIT) Document shall be made available only at the above mentioned website. Hence respective bidders are advised to visit the website regularly for the above purpose.

For any query Contact: Procurement Officer

Contact no: +917005662189

**Director of Health & Services(MCH&FW)
Cum Jt. Mission Director, NHM
Meghalaya, Shillong.**

