

**MAGADH MAHILA MMC, PATNA UNIVERSITY, PATNA**

**TENDER NO: MMC/pat/tender/3/2019** **DATED: 22.10.2019**

**TENDER DOCUMENT**

**FOR**

**Supply and Installation of Digital E-Library Station**

**With**

**A:- Service Station Furniture for 10 Desktop**

**B:- 10(Ten) pcs Desktop**

(Intel Core i7 9700K Desktop 9th Generation Processor 8: System RAM Type, DDR4 SDRAM, , DDR4 SDRAM, DDR4)

**C:- 5 KVA Online UPS with battery bank (any reputed brand)**

**AT**

**MAGADH MAHILA MMC, PATNA**

**DATE OF ISSUE OF TENDER FORM WITH DOCUMENT** **: From 22.10.2019**

**DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT** **: From 22.10.2019 to 05.11.2019 up to 12:00 noon**

**(Excluding University Holidays)**

**DATE & TIME FOR OPENING OF TENDER DOCUMENT : On 06.11.2019 at 12:30 noon**

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**MAGADH MAHILA MMC, PATNA UNIVERSITY, PATNA**

**PATNA-800001**

**No.** MMC-2 **Dated: 22.10.2019**

**“Notice Inviting Tender for E-Library Service Station”**

1. Magadh Mahila MMC, Patna (MMC Patna) invites bids for supply of 10 pcs Desktop, Furniture and 5KVA Online UPS with battery bank . Those who are in the similar business for the last three years and providing the same service to Central/State Govt./Reputed in sealed envelopes.
2. Complete Tender Document may be obtained from the MMC Office, MMC, , Patna, Bihar - 800001 on all working days from 03.00 PM to 5.00 PM from 22.10.2019 to 05.11.2019, by depositing a Demand Draft for Rs. 5000/= (Five Thousand only) payable at Patna and drawn in favor of Principal, Magadh Mahila MMC, Patna. It can also be downloaded from the website of MMC, Patna www.magadhmahilacollege.org till 05.11.2019 up to 12.00 hrs. The bidders using the tender form downloaded from the website shall enclose a Demand Draft for Rs. 5000/= (Five thousand only) payable at Patna and drawn in favour of Principal, Magadh Mahila MMC, Patna”.
3. The interested Companies/Firms/Agencies may send their bid complete in all respect along with Earnest Money Deposit (EMD) **Rs. 20,000/-(Twenty thousand)only** as per schedule of requirement in the form of Demand Draft issued in favour of Principal MMC, Patna, drawn on any scheduled bank payable at Patna and other requisite documents to the undersigned duly superscripted *“Bid for Tender No* MMC/pat/tender/2018/FMT/JAR/12540” *before 12.00 hrs on* *05.11.2019.* The bids received after this deadline shall not be entertained under any circumstanceswhatsoever. In case of postal delay this MMC will not be responsible.

**NOTE : The EMD and Tender Fee draft should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith.**

1. The sealed envelopes are to be deposited in the tender box placed at the Administrative Office MMC, Patna or may be sent through registered/speed post addressed to The Principal, Magadh Mahila College, North Gandhi Maidan, Patna(Bihar) 800001. **Bids sent by COURIER will not be entertained.**
2. Bids will be opened on 06.11.2019 at 12:30 noon in the presence of bidders or their authorized representatives who wish to participate in the bidding process. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day.
3. Any future clarification(s) and / or corrigendum(s) shall be communicated by the Principal, Procurement Cell through the website www.magadhmahilacollege.org.
4. MMC Patna reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document including quantity/amount of items to be supplied or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Principal, MMC Patna in this regard shall be final.

(Principal)

**(On the letter head of Bidder)**

**FILE NO. : Tender No.:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Dear Sir,

1. I/We hereby submit our tender for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. I/WE are enclosing herewith the Demand Draft No…………………… dated…….……………. for **Rs…………../- and** Demand Draft No…………………… dated…….……………. for **Rs…………../-**
3. drawn in favour of **PRINCIPAL**, **MAGADH MAHILA MMC, Patna (payable at Patna)** towards **Tender Fee and EMD / Bid Security** **respectively.**

**(TENDERS NOT ACCOMPANIED WITH EMD/ BID SECURITY ALONG WITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED).**

1. I/We have gone through all terms and conditions of the tender documents before submitting the same.
2. I/We hereby agree to abide by all the terms and conditions, stipulated by the MMC Patna in connection with delivery, warranty, penalty etc. Quotations for each group are being submitted under separate covers, and sheets and shall be considered on their face value.
3. I/We have noted that overwritten entries shall be duly cut & rewritten and initialed.
4. Tenders are duly signed and stamped. (No thumb impression should be affixed)
5. I/We undertake to sign the contract/agreement, if required, within 15 (Fifteen) days from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers.

Yours faithfully,

**(Signature of Bidder with full name and address)**

**CHECK LIST FOR TERMS AND CONDITIONS**

A.: **To be filled by the bidder and submitted along with the Technical Bid.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl.** | **Terms & Conditions as per Bidding Document** |  | **Attached** | **Page No.** | **Remarks** |  |
| **No.** |  |  | **(Yes/No)** |  |  |  |
| 1. | **Status of Bidder:** |  |  |  |  |  |
|  | Manufacturer or Importer of the Manufacturer | |  |  |  |  |
|  |  | |  |  |  |  |
| 2. | **Power of Attorney as per Annexure – V** in favor of | |  |  |  |  |
|  | person to sign, submit and negotiate the bid. |  |  |  |  |  |
| 3. | Certificate towards market standing of minimum 03 | |  |  |  |  |
|  | (three) years in the area of supply and maintenance of - | |  |  |  |  |
|  | Laboratory equipment. |  |  |  |  |  |
| 4. | Certificate for sole ownership / partnership/ Certificate of | |  |  |  |  |
|  | Incorporation |  |  |  |  |  |
| 5. | Statements of turnover per year for last three successive | |  |  |  |  |
|  | years duly certified by the Chartered Accountants. | |  |  |  |  |
|  | (**Minimum Annual Turnover must be Rs. 1 Crore** |  |  |  |  |  |
| 6. | User List (List of Govt. / Semi Govt., Reputed Pvt. | |  |  |  |  |
|  | Hospital) where quoted model of the items has been | |  |  |  |  |
|  | supplied and installed. |  |  |  |  |  |
| 7. | **Performance certificate** of the same supplied | |  |  |  |  |
|  | machine (of quoted make and Model) issued by **Head** | |  |  |  |  |
|  | **of the Department. Or Institution** after a minimum | |  |  |  |  |
|  | period of six months of installation |  |  |  |  |  |
| 8. | Prerequisite (if any) for installation of the Machine, if any, | |  |  |  |  |
|  | to be provided by the MMC. |  |  |  |  |  |
| 9. | Whether rates are quoted as per format mentioned in the | |  |  |  |  |
|  | Bidding Document or not. |  |  |  |  |  |
| 10. | Enclose an affidavit duly certified by (enclosed/ Not | |  |  |  |  |
|  | enclosed) the notary at the location of the | |  |  |  |  |
|  | Agencies/Headquarters Patna that the bidder has never | |  |  |  |  |
|  | been black listed or punished by any court for | any |  |  |  |  |
|  | criminal offence/breach of contract and that no | |  |  |  |  |
|  | police/vigilance enquiry/criminal case is pending against | |  |  |  |  |
|  | either bidder legal entity or against individual Principals of | |  |  |  |  |
|  | the company or partners etc. of the firm etc.. |  |  |  |  |  |
| 11. | Affidavit, to the effect that the bidder is not supplying the | |  |  |  |  |
|  | quoted item(s) to any other Govt. / Pvt. Organizations / | |  |  |  |  |
|  | Institutions / IIT at the rate lower than the rate | |  |  |  |  |
|  | quoted against this tender as (**ANNEXURE** **– “IX”**) |  |  |  |  |  |
| 12. | **Quality Assurance Certificate** As per technical | |  |  |  |  |
|  | specification (please specify) |  |  |  |  |  |
| 13. | **Bid Security** amount deposited is enclosed or not. If yes, | |  |  |  |  |
|  | please mention the details. |  |  |  |  |  |
| 14. | **Original Technical Catalogue** of the quoted model |  |  |  |  |  |
| 15. | Certificate, to the effect that bidder will maintain the | |  |  |  |  |
|  | quoted item(s) during Warranty period of 5 (five) years | |  |  |  |  |
|  | including all spares, accessories, consumables etc., |  |  |  |  |  |
| 16. | CFMS Registered paper attached |  |  |  |  |  |

**GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

**1. PREAMBLE:-**

1. **Eligibility of Bidders:-**This invitation of Bids is open to reputed foreign/ Indian manufactures ortheir authorized dealers/ sole selling agents/ Stockiest authorized by the manufacturer to quote on their behalf for this tender/DGS&D approved registered firms. Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender document may result in rejection of its tender. Only CFMS registered vendor can apply.
2. **Availability of fund**:- Expenditure to be incurred for the proposed purchase will be met from the fundsavailable with the purchaser/consignee
   1. **Language of Tender**:-The tender submitted by the bidder and all subsequent correspondence and documentsrelating to the tender exchanged between the bidder and the purchaser, shall be written in English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail**.**

The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

1. **Eligible Goods and Services**: - All goods and related services to be supplied under the contract shall have theirorigin 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.
2. **Tendering Expenses**:- The bidder shall bear all costs and expenditure incurred and/or to be incurred by it inconnection with its tender including preparation, mailing and 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.
3. **Amendments to Tender Documents**:- At any time prior to the deadline for submission of tenders, thepurchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

Such an amendment will be notified o n t he w e bs it e o MMC Patna i . e . www.magadhmahilacollege.org

However the same will be notified to the bidders who have already submitted their tender in writing by registered / speed post or by fax / telex / e-mail, followed by copy of the same by registered post.

In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

1. **Clarification of TE Documents:-** A bidder requiring any clarification or elucidation on any issue of the TEdocuments may take up the same with the purchaser on any working day (Monday to Friday) between 3.00 to 5.00 PM.

**2 Tendering System**

The tenders/Bids are to be submitted in two Parts i.e. **Part - I & Part II**.

**PART - I titled as TECHNICAL BID** shall contain the complete technical specifications and details on the competencyof the bidder and also the commercial bid package with terms and conditions of supply, warranty, after sales service etc. (Except Price Bid Form). Apart from the documents and signed copy of the purchased tender document, the necessary enclosures should be submitted in this technical bid. In short, the technical bid should contain all the necessary documents to prove the technical competency and capability of the bidders for supplying and installing a trouble free equipment meeting the quality standards and technical specification and the ability of the bidders

for providing efficient after sales service to the satisfaction of the Tender Inviting Authority and the user institution.

**PART - II titled as PRICE BID** shall contain onlythe ‘Price Bid Form’ duly filled in the prescribed Performa (Annexure-

* 1. and Comprehensive Annual Maintenance Contract offer in prescribed format (Annexure – II). Price Bid not submitted in the prescribed performa will not be considered for evaluation and summarily rejected.

1. The tender offers, duly filled, shall be submitted in two separate sealed covers separately for **technical and price** **bids** respectively. Such covers shall be super scribed as **“TECHNICAL BID for Tender No.**

**…………………………………………..for supply of ………………………………........”** and **“PRICE BID for Tender No.**

**…………………………..for supply of ………………………….………………”** as the case may be. Both the sealed covers shallbe enclosed in another sealed (third) bigger cover which should also be super scribed as **“BID for Tender**

**No……………………………for supply of ……………………….………… ……………………..”**

1. Quantity of items may increase or decrease. Principal, MMC, Patna reserves the rights to purchase different sub items/ components of items from different bidders.
2. The Bidding Documents along with terms and conditions, technical specification can be obtained from the office of the Procurement Cell, MMC Patna on payment of **Rs. 1500/= (One Thousands Five Hundred only), Non -** **Refundable)** by way of demand draft favoring MMC, Patna payable at Patna.
3. The **“Bidding Document”** can also be downloaded from MMC website . www.magadhmahilacollege.org case, downloaded bidding document is used, bidder(s) have to submit the cost of the Tender Document of Rs. 5000/- (i.e. Rs. Five Thosuand Only) along with the technical Bid in the form of Demand Draft in favour of Principal MMC, Patna payable at Patna towards cost of the **“Tender Document”.** If the cost of tender document is not submitted by the bidder(s), his offer shall be outright rejected and returned.
4. Last date for purchase of bidding document is **05.11.2019 up to 12:00 noon**
5. Last date for submission of bidding document **05.11.2019 up to 12:00 noon**. Bidders may sent their bid by registered post / speed post or may drop in tender box placed in the administrative office MMC Patna. Bidder(s) are requested to send the bid well in advance so as to ensure that bid reaches in time. MMC will not be responsible for any postal delay. **Bids received after due date and time shall be summarily rejected.**
6. **Earnest Money Deposit (EMD):**
   * 1. **Earnest Money** of as per schedule of requirement is required to be submitted along with tender by D.D.from any scheduled Indian Bank along with the tender favoring Principal, Magadh Mahila College, Patna (payable at Patna). No interest is payable on EMD / Bid security.
        1. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract without any interest.
        2. EMD must be submitted in separate sealed envelope and endorsement of the same with DD number, date be made with technical bids
        3. **Non-submission of sufficient EMD** along with the Technical Bid shall be one of the primary reasons forrejection of the offer in the first round.
        4. Cheque, Cash payment, Money Order, Fixed deposit etc will not be accepted as EMD.
7. The successful Bidder's EMD will be discharged upon the Bidders signing the contract and furnishing the performance security. The EMD of the successful Bidder can be adjusted towards the security deposit payable.
8. Bidder(s) should mention the DGS&D registration, if registered, and attach photocopy of DGS&D registration certificate Photocopy of Income tax & sales tax clearance certificate should be enclosed.
9. For Imported Goods, Indian Agency Commission must be declared in financial bid.
10. The Bidder’s shall have to submit the following documents in technical bid: -

a). User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where quoted model of the item has been supplied and installed.

b). Performance certificate of the same supplied machine (of quoted make and Model) issued by Head of the Department or Institution after a minimum period of six months of installation.

c). Prerequisite (if any) for installation of the Machine, if any to be provided by the MMC.

d). If the manufacturing company and/or its Indian agent (for Foreign manufactured) have authorized some agency for participation in this tender for a limited period than in that case they (Manufactured/ Indian agent) shall have to submit an undertaking duly notarized by Public notary that if their tender is selected they shall be solely responsible for compliance of all the terms and conditions mentioned in the bilateral agreement for purchase and subsequent supply order even if their authorized agent is changed. Any tender offer without such certificate duly certified by public notary shall be rejected in technical scrutiny itself.

e). Bidder must submit a compliance checklist along with the technical bid itself.

(Any tender offer without submission of above mentioned document (i.e. a to d) shall be rejected during technical scrutiny**.)**

f). If any new System/ Latest model machine is a launched in the market and seller has not installed such quoted models they should submit an undertaking that he has not installed such models previously. They may submit supply order / performance certificate of previous model, which was recently installed by them.

1. **Tender currencies**: - The bidder supplying indigenous goods or already imported goods shall quote only inIndian Rupees. If quoted in foreign currency, the same will be converted into Indian currency at the average exchange rate of RBI on the date of opening of Tender.
2. **Tender Prices:-** The Bidder shall indicate on the Price Schedule provided under Annexure I all the specifiedcomponents 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 bidder, same should be clarified as “NA” by the bidder. While

filling up the columns of the Price Schedule, the following aspects should be noted for compliance.

i) For domestic goods or goods of foreign origin located within India, the

prices

in

the

corresponding price schedule shall be entered separately in the following manner:

1. The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all applicable taxes and duties like GST, Custom Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly origin quoted ex -showroom etc.
2. Any taxes and any duties which will be payable on the goods in India if contract is awarded.
3. charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule.
4. **Additional information and instruction on duties and Taxes**:- If the Bidder desires to ask for any tax tobe 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.

1. **Goods & Service Tax (GST)**:- If a bidder asks for GST to be paid extra, the rate and nature of GSTapplicable should be shown separately like IGST, CGST, SGST or UTGST. The GST 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 GST 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.
2. **Firm Prices**: - Prices quoted by the bidder shall remain firm and fixed during the currency of the contractand not subject to variation on any account. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in clause 14 will apply.
3. **Alternative Tender** :-
   1. Alternative Tenders are not permitted.
   2. However the Bidders can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
   3. Only one bidder is permitted to quote for the same manufacturer irrespective of models.
4. **Tender validity**: - The tenders shall remain valid for acceptance for a period of 120 days (One hundred andTwenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the bidders 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/ telex/cable followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.

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.

1. **Late Tender: -** A tender, which is received after the specified date and time for receipt of tenders will betreated as “late” tender and will be ignored.
2. **Alternation and Withdrawal of Tender**: - The bidder, after submitting its tender, is permitted to alter / modifyits tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered. No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.
3. **Scrutiny and Evaluation of Tenders:-**
   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 bidders in their tenders.
   2. 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, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

**iii)** 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.

1. 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 the

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meet the basic requirements, are liable to be treated as non – responsive and will be rejected.

1. **Non- responsive tender** :-The following are some of the important aspects, for which a tender shall bedeclared non – responsive during the evaluation and will be ignored:

a). Tender is unsigned.

b). Tender validity is shorter than the required period.

c). Required EMD (Amount, validity etc.)/ Exemption documents have not been provided.

d). Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer’s Authorization Form.

e). Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.

f). Bidder 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.

g). Poor/ unsatisfactory past performance.

h). Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.

i). Bidder is not eligible as per eligibility criteria.

j). Bidder has not agreed for the delivery terms and delivery schedule.

* 1. **Minor Infirmity/Irregularity/Non-Conformity**: If during the evaluation, the purchaser find any minorinformality and/or irregularity and/or non- conformity in a tender, the purchaser will convey its observation on such ‘minor’ issues to the bidder by registered/speed post/courier/e-mail/fax/telephone etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

1. **Discrepancies in Prices:**

a). If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

b). If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

c). If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 23a and 23b above.

d). If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered / speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored

1. **Comparison of Tenders:** The comparison of the responsive tenders shall be carried out on Delivery Duty Paid(DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.
2. **Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders: A.** The purchaser’s evaluation of a tender will include and take into account the following:
   * 1. In the case of goods manufactured in India or goods of foreign origin already located in India, taxes which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and
     2. In the case of goods of foreign origin offered from abroad, customs duty and other similar import

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duties/taxes, which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.

* 1. The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

1. **Purchase Preference to Local Suppliers**
2. a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
   1. In the procurements of goods which are not covered by paragraph 1.a above and which are divisible in nature, the following procedure shall be followed:
3. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
   1. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier’s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
      1. In procurements of goods not covered by subparagraph 1.a above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
         1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
         2. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier’s quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
         3. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 1 above, procurementswhere the estimated value to be procured is less than Rs 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribea higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

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1. Margin of Purchase Preference The margin of purchase preference shall be 20%.
2. For any further interpretation GOI Order referred of para 20.5 will prevails.

**26 Bidder’s capability to perform the contract:**

1. The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
2. The above-mentioned determinations will inter-alia take into account the bidder’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 bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.

**27 Contacting the Purchaser:**

1. From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
2. In case a 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 bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

**28 Purchaser’s Right to accept any tender and to reject any or all tenders**

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 bidder or bidders.

**29 (1)Variation of Quantities at the Time of Award/ Currency of Contract:**

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 “List of Requirements” (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.
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 off 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.

29 (2 ) **Repeat Order Clause:-** The buyer (MMC Patna) can order up to 50% quantity of the items under the present contract within six months from the date of supply/successful completion of the work, the cost, terms & conditions remaining the same. The bidder is to confirm acceptance of this clause. It would be entirely the discretion of the buyer to place the repeat order or not.

**30 Notification of Award/Letter of Intent (LOI)**

1. Before expiry of the tender validity period, the MMC will notify the successful Bidder(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for equipment(s), which have been selected by the MMC, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the MMC.

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* 1. The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD will forfeited and the award will be cancelled.
  2. The Notification of Award shall constitute the conclusion of the Contract.

1. **Issue of Contract:**
   1. Promptly after notification of award, the Purchaser/Consignee will mail the contract form duly completed and signed, in duplicate, to the successful bidder by registered / speed post or by Hand.
   2. Within twenty one days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post or by Hand.
2. **Non-receipt of Performance Security and Contract by the Purchaser/Consignee:** Failure of the successful bidderin providing performance security and / or returning contract copy not duly signed shall make the bidder liable for forfeiture of its EMD.
3. **Return of E M D:** The earnest money of the successful bidder and the unsuccessful bidders will be returned tothem without any interest.
4. **Corrupt or Fraudulent Practices:**

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

1. “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; &
2. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
3. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
4. 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.
5. Bidder might be required to demonstrate the system at the discretion of the MMC.
6. **Signing of Contract**: The successful bidder shall execute an agreement for ensuring satisfactory supply, installation,commissioning and the after sales service/support during the warranty period and during the Comprehensive Annual Maintenance Contract.
7. Successful bidder (L1) will have to sign Comprehensive Annual Maintenance Contract at the time of placement of Notification of Award. The warranty PBG will released after 5 years only after submitting PBG for Comprehensive Annual Maintenance Contract (CAMC) value. If they fails to submit PBG for CAMC, this PBG submitted for warranty period of 5 years may be forfeited.
8. The Principal reserves the right to accept or reject any or all tenders without assigning reasons.
9. The Principal reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

**Principal)**