

GOVERNMENT OF ASSAM
OFFICE OF THE PRINCIPAL-CUM-CHIEF SUPERINTENDENT
GAUHATI MEDICAL COLLEGE & HOSPITAL, GUWAHATI-32.
Ph No.0361-2132751/2130190: E-mail-gmch-asm@nic.in

No.GMC/MICRO/2021/NVHSP/ 394

Dated, Guwahati

Tender Document- Supply of equipments

Tender Fee – Rs. 2000/- only

On behalf of the Principal, Gauhati Medical College, Guwahati, the indenter. Sealed Tenders are invited in TWO BID SYSTEM from reputed and experienced firms having experienced in similar services for at least 3 years to any Central/State Govt. organization or a large Public Sector Undertaking/Board/Project Mission or reputed private organization in Assam. Strictly subjects to the Terms & Conditions of the contract as notified in the tender document. The Tender Document can be collected on payment of Rs. 2000/- only (Non refundable) by Bank Draft from the **Office of the Principal, Gauhati Medical College, Narakasur Hill Top, Guwahati-32 during office hour.** Eligible and interested agencies may send their Tenders by **31th July, 2021 up to 2:00 pm.** to the **Office of the Principal, Gauhati Medical College & Hospital, Guwahati-32.**

Schedule to the Invitation of Tender

1	Tender No.		NO.GMC/MICRO/NVHSP/394
2	Tender Date		
3	Item Description		As per list
4	Last date and time of submission of tender		Date, 31 th July up to 2.00 P.M.
5	Date and time for Opening of Tender		
6	Tender fees		Tender fee of Rs. 2000/- only in the form of Demand draft in favour of the Principal, GMC, Guwahati payable at Guwahati to be submitted in Technical Bid.
7	Service to be Provided		Supply of various kits at the Office of the Principal. Gauhati Medical College.Guwahati-32 Premise at Guwahati-32
8	Period/Extension of Contract		One year from the date of signing the contract with an option of extension for a further period at the same rate & terms & conditions subject to provision of satisfactory services and at the sole discretion of the Principal. GMC, Guwahati.
9	Bid security (EMD) value		Provided in the list enclosed in favour of Principal, GMC, Ghy-32
10	Performance Security total cost of Bid(for Finalized Bidder only)		Rs. 10,000 of work order value in the form of Bank draft or Bank Guaranty in favour of Principal, GMC, Ghy-32. Covering the warranty period.

(Contd-2)

(2)

Sl No:	Instrument	No's	Earnest money
01	HEV IgM kits	1800 test	10,000.00/-

N.B.: One Set of Pre Sample box should be provided.

Technical:

1. Assay should be based on the principal of "IgM capture/ indirect ELISA.
2. The assay should detect IgM anti HEV antibodies.
3. Should be compatible with plasma and serum both.
4. Adequate documents detailing the principle, components, biosafety, methodologies, validity criteria, interpretation of results, performance characteristics, storage conditions, limitation of assays, manufacturing and expiry dates should be provided with each kit.
5. The kit should have approval of the statutory authority from the country of origin.
6. In case of imported kits it should be registered and licensed by the DCG (I).
7. In case of indigenous manufactures should be licensed by the competent authority defined under Drugs and Cosmetics Act 1940 and medical device rule 2017.
8. The kit should have minimum shelf life of 60% or 12 months (which is more) at the port of discharge of consignee.
9. All the assay components provided in the kit including positive and negative controls should be sufficient for at least 4 runs for the 96 tests provided.
10. The assay should have sensitivity more than or equal to 99% and specificity of more than or equal to 98% as claimed by the manufactures in the kit literature.

General Specification:

1. The manufacture/ authorized should ensure maintained chain during storage and transport of kits at 2-8°C .The cumulative time temperature indicator technology should be used on each kit and be pre qualified by WHO.
2. The kit size should be 96 tests per kit (In strips of 12x8 wells). Such that individuals strips can be used for testing and the same are compatible with ELISA reader and washer.
3. **4 kits should be supplied along with the procurement lot of which two kits will be used for validation, subject to which the kits of each batch and lot no will be supplied two program and two kits will be retained for evaluation closed to the expiry of the kit or in case of legal dispute with regards to performance of the kit as per specified parameters.**
4. The kit will be evaluated on the above parameters by the centers approved by the programme.

11.Scope of Work :

The order quantity may base on the requirement of the Office of the Principal, GMC Guwahati. Kits shall be delivered at office premise or at concerned Department of Microbiology, GMC, Narakasur Hill Top, Guwahati-32 free of cost.

12. Eligibility Criteria

The bidder should be bonafide, which shall mean an entity:

- (a) Having a valid Trade license issued by the Competent Authority.
- (b) Having a registration certificate of the firm under the Assam Shops & Est. Act 1971.
- (c) Having Permanent Account Number (PAN No.).
- (d) Having GST registration.
- (e) TAN certificate (valid).
- (f) Having minimum annual turnover of Rs. 20.00 lakh
- (g) IT Return for F.Y. (2016-17, 2017-18, 2018-19) certified by CA.
- (h) Having experienced of at least 3 years providing such services (Supply of Equipment to any Central/State Govt. Organization or a large Public Sector Undertaking/Board/Project Mission or reputed private organization in Assam. Copy of Purchase Order/Work Order to be submitted.
- (i) Meeting all other requisites laid down in this Section and elsewhere in the tender document.
- (j) A notarized self declaration that the vendor has not been black listed/legal suit by the institution of the Central of State Govt./bank of any financial institution.

13. Assessment of proposals :

Proposal received will be assessed by a committee constituted for the purpose. The Committee will technically evaluate proposals of eligible agencies (as per criteria) of the Tender Document. Based on profile & track record. Previous experienced in carrying out works of similar nature. The principal, GMC reserves the right to award one or more than one agencies for each requirement as per the finalized bidder rates. Terms & Conditions and also, to placed order for a part item/combination of the quantity offered. The Principal GMC will award to contract to the Tender whose bid has been determined to be substantially responsive to the tender document and who has offered the lowest Evaluated Tender Price, provided further that the tendered has the capability and the resources to carry out the tender effectively. The contract shall not be **Award merely because the rate quoted is low** but the **competence** of the term relation managerial capabilities, sustainability ,Track record , Technical and financial soundness etc. shall be given due consideration and the final decision shall depend all these parameters.

14. Delivery place & period

The item/article to be supplied free of cost at office premise of the Office of the Principal/Concerned Department Gauhati Medical College, Narakasur Hill Top, Guwahati-32. Within the time frames set by the Principal, GMC, Guwahati-32. Failing which penalty clauses would be applicable.

15. Other important information :

- (a) Unsatisfactory performance of any agency in terms of delays, repeated non participation in bids, withdrawing from bids on opening of financial bids resulting in re-tendering of job. Etc. can result in dropping at Agency.

- (b) The application should be complete in all respects. Conditional/incomplete applications are liable to be rejected.
- (c) The Principal, GMC, Guwahati reserves its right not to accept bids from agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by the Government Investigation Agencies/Vigilance Cell.
- (d) Consortium of Agencies/Sub-Contract of work is not allowed.
- (e) The Principal, GMC, Guwahati will periodically review the performance of the empanelled firm.
- (f) The Principal, GMC, Guwahati will take action as deemed fit in cases of underperformance. Submission of erroneous bids, irregularity in participation in the Principal, GMC, Guwahati tender processes/bids etc. Action taken could include removal of the agency from the empanelled list.
- (g) The bidder should make available the offered products, if desired, during evaluation of bids for benchmarking of the applicable submitted.

16. Tax Deduction at Source:

Tax deduction at source shall be governed as per prevailing rules.

17. Penalty Clause:

Penalty in case of under delay in supply of kits, submission of erroneous kits, under performance, Could be in the form of deduction from the total amount payable to the agency for the work awarded, A penalty of maximum 5% of value of the goods for delay in delivery and value of recovery of defective consumables will be effected unless replacement is not done by equal amount of equipments.

18. Termination by Default:

The Principal, GMC, Guwahati-32 reserves its right to terminate the contract of any agency/agencies in case of change in the Government procedures or unsatisfactory services.

19. Force Majeure:

Neither party will be liable in respect of failure to fulfill its obligations if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, Natural calamities or catastrophe, epidemics or disturbances in the country. The party affected by an event of Force Majeure will immediately notify the other party of such an event and will also notify the unaffected party on cessation of disability resulting from such Force Majeure act. Labour dispute or any breakdown of machinery/services at agencies premises shall not constitute Force Majeure.

Interested agencies may submit proposals as stated under guidelines for submission of proposals to the Office of the Principal, Gauhati Medical College, Guwahati-781032, latest by 31st July 2021 at 2.00 p.m.

20. General Terms & Conditions :

- i. The Tender Bids containing terms and conditions can be obtained from **the Office of the Principal, Gauhati Medical College, Guwahati-32** on a payment of non-refundable Rs. 2000/- (Rupees two thousand only) in the form of a Demand Draft in favour of **"The Principal, Gauhati Medical College, Guwahati-32"**, during working hours/working days. Tenders may be sent by registered post/or may be dropped in Tender Box in this office on or before 2.00 p.m. The Office of the Principal, Gauhati Medical College, Guwahati-32 shall not be responsible for any postal delay.
- ii. Original tender document shall be duly filled in, signed and stamped by the bidder of his authorized person.
- iii. Telegraphic /Telex/Fax/Email and letter head quotations are not acceptable and will be rejected.
- iv. The bidder shall have no right to modify/alter/amed/delete any terms/conditions mentioned in tender document. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvas for the work will prejudice the contractor's quotation.
- v. Offer will be accepted in two Separate Sealed envelopes super scribed Financial Bid containing Price Schedule (Annexure VII) and Technical Bid Containing EMD and other documents respectively (Annexure I-VI). Both the envelops should be enclosed in a separate scaled envelope super scribed suitably Tender Enquiry For supply of Equipments with Addressed to the Principal, GMC, Guwahati-32 with the address of the company/agency/establishment on the bottom left hand side of the cover.
- vi. In case the date of opening of tenders is declared a holiday for unexpected reasons, the tenders shall be opened at the same time on the next working day.
- vii. All documents submitted should be self-attested with seal of the bidder.
- viii. All pages of the bids including all enclosure should be numbered (except printed leaflets/catalogue) and must be duly filled in, signed and stamped by the bidder or his authorized representative. Offers received without signature and seal on all pages are liable to be rejected.
- ix. **After confirmation of the Order to the selected firm the equipments has to be supplied within a time period of 10 to 15 days.**

21. Financial Bid:

The Financial Bids must be submitted in the prescribed format in the (Annexure-VII) in a separate sealed cover kept inside the main cover. The Financial/Commercial Bids of those tenders who are found technically compliant will be opened on a specified date and time to be intimated to the eligible renderer only. A duly constituted Tender Evaluation Committee will evaluate the Commercial Bids.

22. Bid Security (EMD)

- i. Each tender must be accompanied by Bid Security/EMD “in original” for an amount of 10,000.00/- in the form of an Account payee Demand Draft in favors of “The Principal, GMC, Guwahati-32”.
The Principal, GMC, Guwahati-32 EMD should be valid up to 6 months starting from the date of submission of Tender.
- ii. The Bid Security shall be valid and remain deposited with the Indenter for the period of forty-five days beyond the final bid validity period.
- iii. In case of non-submission of Bid Security, the tender would be rejected without assigning any reason.
- iv. No interest shall be payable by the Intender on the Bid Security.
- v. The Bid Security is liable to be forfeited if the Bidder withdraws or impairs or derogates the bid in any respect within the period of validity of this offer.
- vi. If the successful Bidder fails to furnish the Performance Security (as required under Rule 158, General Financial Rules, 2005) then the Bid Security (EMI) shall be liable to be forfeited.

23. Performance Security

- i. The successful bidder shall furnish Performance Security for an amount of 10,000.00/- of work order value to ensure due performance of the contract within fifteen(15) days or earlier from the date of receipt of communication from **the Principal, Gauhati Medical College, Narakasur Hill Top, Guwahati-32** informing “Acceptance of bid.
- ii. The Performance Security shall remain valid for a period covering the warranty period i.e. 1(one) year minimum.
- iii. Failure of the bidder to submit the above-mentioned performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- iv. The Performance Security as mentioned in the sub-paragraph (i) above shall be released on satisfactory completion of all contractual obligations.
- v. The Performance Security shall be furnished in the form of a Bank Guarantee/Bank draft in the name of “**the Principal, Gauhati Medical College, Guwahati-32. Payable at Guwahati.**”
- vi. Performance security will be forfeited in case of failure to comply with contract condition/dissatisfaction services.

24. Communication Of Acceptance

Acceptance of tender by the Indenter will be communicated by registered letter/speed post/cable/telex/fax/E-mail or a formal letter of ‘Acceptance of Bid’ or ‘Work Order’ informing amount of Performance Security to be deposited. The award of work order.

When issued to successful bidder, constitutes the contract with collateral supports from terms and conditions of the tender limitation notices as well as formal agreement on non judicial stamp paper if any, all of which finally form the contractual obligations to be adhered to/performed by the bidder Non-performance of any such obligations make the bidder liable for consequential effects.

25. Disclaimer

The near relatives of employees of **the Principal, Gauhati Medical College, Narakasur Hill Top, Guwahati-32** are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) The one is related to the order in the manner as father, mother, sons(s), son's wife(daughter-in law), Daughter(S) and daughter's husband (son-in-law), brother(s) and brother's wife, sister's husband (brother-in-law)
- (c) Their husband and wife.

26. Indemnification

The Bidder/Supplier shall, at its own expense, defend and indemnify the owner against all third party claims.

The Bidder/Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Indenter shall not pay any compensation to a third party resulting from such infringement and the Bidder/Supplier shall be fully responsible for the same, including all expenses and court and legal fees.

The Indenter will give notice to the Bidder/Supplier of any such claim without delay shall provide reasonable assistance to the Bidder/Supplier in disposing of the claim and shall at no time admit any liability for or express any intent to settle the claim. Final payment to the Bidder/Supplier by the Indenter will not be made while any such suit or claim remains unsettled.

27. Payment Terms and Conditions:

The term 'payment' mentioned in this part includes all types of payment due to the contractor arising on of this contract excluding Earnest Money and Security Deposit governed by separate clauses of the contract.

a) All payments shall be credited to the bank account of the contractor subject to availability of fund after the supply of the specific work order is completed. No interest or penalty would be paid by the Principal. Gauhati Medical College, Narkasur Hill Top, Guwahati-32 in case of delay in payment due to official reasons.

b) No payment shall be made in advance or that shall any loan from any bank or financial institution be recommended on this basis of the order of Award of work.

28. Arbitration

All disputes and difference arising out of, or in any way concerning this agreement (except those the decision whereof is otherwise. Hereinbefore provided for) shall be referred for sole arbitration by any reason to be nominated by the Principal, Gauhati Medical College, Narakasur Hill Top, Guwahati-32. The award of the arbitrator so appointed shall be final and binding on both the parties.

ANNEXURE-I**Checklist for Pre-Qualification cum Technical Bid**

Following documents are required to be submitted in the Pre-Qualification cum Technical Bid in a special Envelope, Super scribed "TECHNICAL BID"

SL No.	Items to be submitted	Remarks
1	Covering letter including the list of all enclosures	
2	Annexure-II Original tender document duly filled in, signed and stamped by the bidder or his authorized representative of the bidder. Additional information	
3	Annexure-III Bid Security(EMD)	
4	Annexure-IV Attested copies of the following i) Registration Certificate of the firm ii) Income Tax Return for the last three years. iii) PAN No. & TAN NO. iv) GST Registration v) Registration Certificate of the firm under the Assam Shop & Est. Act 1971; vi) Trade license.	
5	Proof of successfully providing of the similar services(supply of stationary items) i.e. certified copies of the work order for providing similar services for any other Govt./Semi Govt. Institutions/Board or project Mission in Assam in the during last three years along with endorsement from the concerned Institution.	
6	A notarized self declaration that the vendor has not been black listed /legal suit by the Institution of the Central of State Govt./Bank of any financial institution.	
7	Undertaking to accept Terms and Conditions of the Tender document and to comply with them (on Non-Judicial stamp paper of denomination of Rs. 50/- or Rs. 100/-)	

SIGNATURE OF BIDDER
(PROP./PARTNER/Authorized Signatory)
Name & Address with Seal of the firm

(FOR OFFICIAL USE ONLY)

Bid (PQB) Accepted for further processing

Bid rejected (Reasons for rejection.....
.....

TECHNICAL BID

(To be submitted in a sealed envelope to the Principal, Gauhati Medical College, Narakasur Hill Top, Guwahati-32 so as to reach before the last date and time of the closing of the bid)

1. Name & Address of Bidder/Agent:
2. Permanent Income TAX A/C No. of the bidder
3. Name & Address of Banker of the bidder:
4. Business Name and constitution of the bidder firm:
Also state if the firm is registered under
 - i) The Indian Companies Act, 1956
 - ii) The Indian Partnership Act, 1932
 - iii) Any act, if not, Who are owners,
(Please give full Name & Address)
5. For partnership firms state whether they are registered or not registered under the Indian Partnership Act. 1932. Should the answer to this question by a partnership firm be in the affirmative, please state further:-
 - i) Whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.
 - ii) If the answer to (i) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer disputes concerning business of the partnership to arbitration.
6. State whether business dealing with you has been banned by any Central/State Government Organization? If so, Give details

Signature of witness

Signature of Bidder

1. Full name & address of the person signing(In BLOCK LETTER)
2. Whether signing as Proprietor/Partner/Constituted Attorney/duly authorized by company

Bid Security (EMD)

Bid Security (EMD) as required by this Tender Enquiry id being submitted in the form of Bank Account Payee Demand Draft in favor of “ **The Principal, Gauhati Medical College, Narakasur Hill Top, Guwahati-32** payable at Guwahati and duly discharged in its favors in advance

Details of Demand Draft attached:

No.....Dated.....

Drawn on (Bank).....

Amount.....

SIGNATURE OF BIDDER
(PROP./PARTNER/Authorized Signatory)
Name & Address with seal of the firm

ANNEXURE-IV

Income Tax Return & PAN Number

Self Attested Copies of IT return & PAN Number, as required by this Tender Enquiry is being submitted along with this tender as details given below:-

	Remarks
Copies of Income Tax Return for last three Assessment Years	
Certificate of Chartered Accountant declaring annual turnover of the last three years	
Copy of Permanent Account Number	
Copy of TAN Number	
Copy of Trade License	
GST registration	
Copy of Certificate of Registration Under Assam shop & Est. Act. 1971	

**SIGNATURE OF BIDDER
(PROP./PARTNER/Authorized Signatory)
Name & Address with seal of the firm**

ANNEXURE-V

(a) Whether any work of Govt. or Semi Govt. Dept./Board/Project Mission of Reputed private Organization has been done in previous year Y/N.....

(b) If yes, furnish full details (along with copy of work order/agreement etc with list)

**SIGNATURE OF BIDDER
(PROP./PARTNER/Authorized Signatory)
Name & Address with seal of the firm**

UNDERTAKING

(To be submitted on Rs. 50/- or 100/- stamp paper)

Declaration by the Bidder

I/We.....hereby declared that:

1. I/We am/are the supplier of Equipments duly recognized by the Govt. of India/State Govt./Any other reputed Public Institution/Body have examined the above-mentioned tender document including amendment/corrigendum (if any) the receipt of which is hereby confirmed.
2. I/We do hereby offer to supply of instruments & Equipments at the prices and rates mentioned in the price bid. **The delivery at “The Office of the Principal, Gauhati Medical College, Guwahati-32” or Deptt. Of Microbiology of Gauhati Medical College venue of shall be made free of cost at the time specified.**
3. I/We agree to abide by my/our offer for a period of 180 days from the date of opening of the Tender.
4. I/We have carefully read and understood all the Terms and Conditions of the Tender and shall abide by them.
5. I/we agree for the all clauses and payment terms & conditions if this tender enquiry. In case any condition put forth by us is against the terms & conditions of tender. The same shall be treated as to be having no affect whatever and that the tender terms & conditions shall only prevail upon such conditions. If any,
6. I/We agree that in the event of any dispute or differences, the decision of the “**Office of the Principal, Gauhati Medical College, Narakasur Hill Top, Guwahati-32**” shall be final binding on me/us.
7. I/we hereby undertake that none of my relative (s) as defined in Disclaimer Clause (15) is /are employed in “ **Office of the Principal, Gauhati Medical College, Narakasur Hill Top, Guwahati-32**”

**SIGNATURE OF BIDDER
(PROP./PARTNER/Authorized Signatory)
Name & Address with seal of the firm**