

GOVT. OF ASSAM  
OFFICE OF THE PRINCIPAL-CUM-CHIEF SUPERINTENDENT  
GAUHATI MEDICAL COLLEGE AND HOSPITAL  
GUWHATI:32

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TENDER  
BID THROUGH PROCUREMENT SYSTEM

BIDDING DOCUMENT

FOR SUPPLY OF VARIOUS EQUIPMENTS FOR THE DEPARTMENT OF MICROBIOLOGY,  
GMCH UNDER THE NCDC FUNDED PROGRAMME "National One Health Programme For  
Prevention And Control Of Zoonoses, NOHPPCZ".

Under Procurement Notice/Invitation for Bids

No. MC/144/2021/221 Date: 02/01/2024

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KEY DATES

Last date and time of submission of the Technical and Financial Bid	12/01/2024
Date and time of opening of Technical Bid	16/01/2024

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**OFFICE OF THE PRINCIPAL-CUM-CHIEF SUPERINTENDENT**  
**GAUHATI MEDICAL COLLEGE AND HOSPITAL**  
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No. MC/147/2020/221

Date: 02/01/2024

**SECTION 1**  
**INVITATION FOR BID(IFB)**  
**NATIONAL COMPETITIVE BIDDING**  
**(TENDER)**

The Principal-cum-Chief Superintendent, GMCH, on behalf of the Department of Microbiology, GMCH (herein after also called as the "Purchaser"), invites bids from the intending manufacturer/accredited dealers in two bid system supply of various equipment required for the Department of Microbiology, GMCH for the NCDC programme "National One Health Programme For Prevention And Control Of Zoonoses, NOHPPCZ".

1. The bidders shall have to affix Court Fee Stamp of **Rs.8.25** (Rupees Eight and Twenty-Five Paise) only (for local bidders) or IPO of **Rs.10** (Rupees Ten) only (in case of bidders from outside the state of Assam) in favor of "Principal-cum-Chief Superintendent, Gauhati Medical College" in the original copy (Hard copy) of the technical bid, failing which the bid may be treated as non-responsive and rejected.
2. **Cost of Bidding Document (Tender Fee): Rs.1000/-** (One Thousand Rupees) only (non refundable) in the form of crossed Demand Draft/Banker cheque in favor of "Principal-cum-Chief Superintendent, Gauhati Medical College" payable at State Bank of India, GMC Branch. The Bid Documents can be downloaded free of cost from hospital website <http://gmchassam.gov.in> however, bidders must submit the original Demand Draft/ Banker Cheque along with the technical bid, failing which the bid shall be treated as non-responsive and rejected. The bidding document is not transferable.
3. **Bid Security (Earnest Money Deposit):** Item wise bid security to be submitted only in the form of Fixed deposit Receipts or Demand Draft (issued by any of the nationalized/ scheduled banks in India) drawn/pledged in favor of "Principal-cum-Chief Superintendent, Gauhati Medical College" with validity for a period of 3 months payable at State Bank of India, GMC Branch.
4. **Submission of Bid:** Bid shall be submitted/dropped along with the cost of the Bidding Documents (non-refundable) and for Bids Security (EMD) deposits and also all the original affidavits and documents in the tender box in the office of the purchaser at Department of Microbiology, Gauhati Medical College & Hospital on or before the last date of submission of the tender within the stipulated time, failing which, the bid shall be declared as non-responsive and rejected by the purchaser.
5. **Important particulars of the Bid:**

Brief description of equipment	EMD (Bid security)	Cost of Bidding Document Fee
1. Centrifuge	10000/-	1000/-


**Key dates:**

Sl. No.	Schedule	Start Date	Start Time	End Date	End Time
1.	Tender Publishing				
2.	Pre-bid meeting	08/01/2024	11.00 AM	08/01/2024	03.00 PM
3.	Bid Submission			12/01/2024	03.00 PM
4.	Bid Opening	16/01/2024	11.00 AM		

Note: If the date of the pre-bid meeting/ opening is declared a public holiday, the tenders shall be opened on the next working day at the same time.

**7. Bid Validity:** The bids submitted by the bidders shall remain valid for the acceptance for a period of not less than **180 (One Hundred and Eighty)** days after the date of bid opening for acceptance by the purchaser. **A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.**

**8.** The bidders may submit their petition for alteration in the Technical Specifications with detailed justification to the undersigned before the Pre-Bid Meeting.

  
**Principal-cum-Chief Superintendent**  
**Gauhati Medical College and Hospital**  
**Guwahati-32**



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No. MC/147/2020/121

Date: 02/01/2024

**SECTION 2**  
**INSTRUCTION TO THE BIDDERS (ITB)**

This invitation for Bid is open to all eligible manufacturer or their accredited dealers for the SUPPLY OF VARIOUS EQUIPMENTS REQUIRED FOR THE DEPARTMENT OF MICROBIOLOGY, GMCH for the NCDC funded programme "National One Health Programme For Prevention And Control Of Zoonoses, NOHPPCZ".

**1. Eligibility Criteria**

- a) The bidder must be a manufacturer or their accredited dealers (specifically against this IFB for the subject goods). The bidder should have valid authorization letter (item wise/ brand wise) from Principal Company/ manufacturer for quoted items. In case of manufacturer, the required OEM certificate should be enclosed.
- b) The bidder must have successfully executed contracts for similar and / or identical goods in the past 3(three) financial years prior to the date of bid opening. In support of this, the bidder shall furnish Performance Statement in the format at Annexure I.
- c) The bidder shall have **Annual Turnover** of minimum **Rs.2.0 (Two) Crore per year** during the last 3 (Three) financial years i.e., **2020-2021, 2021-2022, 2022-23**; in similar nature of business.
- d) The bidder should have the eligibility to deliver the supply items within **1 month**. (In this context the bidder should enclose an affidavit in notarized stamp paper with requisite value). Bidder shall submit documentary evidence in support of establishment of bidders supply point within 3 km radius.
- e) Bidder should have the eligibility to supply all the items listed within a package. Any alteration/ quoting part of items of a package will not be accepted.

**2. Bid Security (Earnest Money Deposit):**

- a) The bidder shall furnish, as part of its bid, a Bid Security for an amount of **Rs. 10000/-** only in Indian Rupees (unless otherwise exempted under Govt. Orders/ Rules in force), and shall be in the form of Fixed Deposit Receipts or Demand Draft drawn/pledged in favour of "**Principal-cum-Chief Superintendent, Gauhati Medical College**", with **validity for a period of 6 months** beyond the validity period of the bid payable at **State Bank of India, GMC Branch**.
- b) The successful bidder's bid securities will be discharged upon the bidder signing the contract and furnishing the performance security.

**3. Period of Validity of Bids:** The bids submitted by the bidders shall remain valid for acceptance for a period of not less than **180 (One Hundred and Eighty)** days after the date of bid opening for acceptance of the bid by the purchaser. **A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.**

**4. Forfeiture of Bid Security (EMD):** The bid security may be forfeited:

- i. If a bidder withdraws its bid during the period of bid validity specified by the bidder.
- ii. In case of a successful bidder, if the bidder fails:
  - To sign the Contract as per provision of the bidding document, or
  - To furnish performance security as per provision of the bidding document.

**5. Method of selection of bidder:**

- a) The L1 bidder will be selected **item wise**.
- b) The bidder shall quote the item wise total price in prescribed BOQ and detailed item wise price shall be quoted in supplementary BOQ. Any confusion may be clarified during the pre-bid meeting.

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**6. Reasonability of rates/ fixed price:**

- a) The bidder shall clarify that the rates quoted are the lowest ones for any institution in India.
  - b) The items required to be supplied by the contractor should be strictly be in accordance with the sample approved.
  - c) The materials shall not be considered delivered until it is approved and received by the competent authority as defined from time to time by the purchase committee.
  - d) Tendering authority may call demonstration of the materials, if required.
- 7. Statutory taxes/duties:** TDS and other applicable taxes as per prevailing rates will be deducted at the time of making payments.

**8. Submission of Bid:**

- a) **The bidder must submit copy of the following documents as a part of their technical Bid along with the others as mentioned in the bidding as follows:**

- i) Bidding document signed by the bidder on each and every page.
  - ii) Letter of authorization in favour of signatory of the bid along with notarized/ registered power of attorney.
  - iii) Copy of Demand Draft/ Banker cheque towards the Cost of Bid Document.
  - iv) Copy of Bid Security in accordance with the bidding document.
  - v) Valid up to date GST clearance certificate.
  - vi) Notary Copy of Fraud & Corruption document has to be submitted.
  - vii) Up to date valid manufacturing license.
  - viii) GST and PAN.
  - ix) Copy of GRN/TIN issued by Taxation Authorities in the name of bidder.
  - x) Literature/ catalogue/ leaflet in support of the tendered item.
  - xi) Up to date dealer/ distribution certificate.
  - xii) Last 3 (Three) years Turn Over for minimum Rs. 2,00,00,000.00 (Two Crores) and statement for the last 3 financial years i.e. 2020-2021, 2021-2022, 2022-2023 in the specified format (**Annexure III, part 2**) certified by the Auditor/ Chartered Accountant, Bidders have to submit statement of account, profit and loss for the year 2020-2021, 2021-2022, 2022-2023.
  - xiii) Documentary experiences of executing at least **3 (Three)** installations across the country with supporting references may be furnished.
  - xiv) Information regarding any litigation, current or during the last 3 (Three) years in which the bidder is involved, the parties concerned and disputed amount.
  - xv) Undertaking in the form of **Annexure IV** confirming acceptance of all terms and conditions of the tender.
  - xvi) An undertaking on fraud and corruption as per **Annexure V**.
  - xvii) Manufacturer Authorization letter as per the format enclosed at **Annexure VI**.
  - xviii) The bidders shall duly fill in the agreed terms and conditions as per **Annexure VII**.
  - xix) Bankers Certificate regarding Capacity of the Bidder.
  - xx) All the undertaking should be in the company's/Bidder's letterhead.
  - xxi) A brief description of the goods including the Technical details bringing out clearly the deviations in specifications, if any, from that of the 'Technical Specifications' stipulated in the bidding document including clause by clause commentary to the specifications.
  - xxii) Declaration affidavit on notarized stamp paper that supply of items will be made within 6 hours or less.
  - xxiii) All other documents/ documentary evidences as stipulated in the bidding document including the duty filled in Annexure in the bidding document.
- b) **Financial Bid:** The Financial Bid shall comprise the Bid Form and the Price Schedule as per format (**Annexure II**) given in the bidding document.



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- c) The prices must be quoted in Indian Rupees for both indigenous and imported make. Bids, where prices are quoted in any other manner shall be treated as non-responsive and rejected.
- d) The rates shall be quoted on FOR-destination basis i.e., quoted rates shall be inclusive of all expenses packing and forwarding, freight and insurance, octroi, all costs of transportation, entry tax, etc, until goods reaches the destination at Gauhati Medical College and Hospital, Guwahati.
- e) Bids quoting rates on any other basis (like EXW, FOB, etc) basis shall be rejected by the purchaser.
- f) Bid Opening and Evaluation of Bids:**
  - a) The purchaser will open all technical bids publicly and prepare minutes of the technical bid opening.
  - b) Bidders whose technical bids are found substantially responsive and technically qualified will be informed. The purchaser will inform the time and venue for opening financial bid to the technically qualified bidders.
  - c) Financial bids of the bidders whose technical bids are found to be responsive and qualified only shall be opened publicly by the purchaser at a later date to be notified and in the presence of the representatives of technically qualified responsive bidders who choose to attend.
  - d) At the opening of financial bid, bid prices, and such other details as the purchaser at its discretion, may considered appropriate, will be announced.
- g) Evaluation and comparison of Bids:**
  - a) The purchaser will evaluate the bids in 2 (Two) i.e., technical bid first and there after price bid of the technically qualified bidders. During evaluation of price bids, the purchaser will compare the quoted prices of the bidders whose technical bids are found to be substantially responsive and technically qualified.
  - b) The comparison of bid prices shall be on FOR final destination delivery basis, including the cost of transportation, insurance, installation and commissioning at consignee's end. The purchaser's evaluation of bid prices will be taken into account, in addition to the bid price and the price of incidental services to the extend indicated in the 'Technical Specifications'.
  - c) Though the L<sub>1</sub> bidder will be selected on **Item wise**, the prices should be quoted item wise.
  - d) The bidder quoting incomplete package rate or partially quoting or not submitting the supplementary price bid will be summarily rejected. The L<sub>1</sub> bidder will be selected **Item wise**.
  - e) The bidder shall quote the item wise total price in prescribed format and detailed item wise price against the package shall be quoted in supplementary format. Any confusion may be clarified during the Pre-Bid meeting.
  - f) The bidder quoting incomplete item rate or partially quoted or not submitting the supplementary BOQ will be summarily rejected.
  - g) The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the effected bidder or bidders or any obligations to inform the effected bidder or bidders of the grounds for the purchaser's action bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the bidders.
- Performance Security and Signing of Contract:**
  - a. Performance Security:**
    - **Within maximum 7 (Seven) days** of the receipt of notification of award from the purchaser, the successful bidder, shall furnish the performance security of 5% of work order value covering the warranty period plus 3 (Three) months valid for the entire period of contract to be signed.
    - **The performance security** shall be denominated in the Indian Rupees and shall be in the form of either Fixed Deposit receipts or Bank Guarantees issued by any of the nationalized/

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- scheduled banks (in the Proforma at Annexure 9 or another form acceptable to the purchaser).
- The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the suppliers failure to complete its obligations under the contract.
- b. Signing of Contract:**
- After receiving the performance security from the successful bidder, the purchaser will intimate the successful bidder that their Performances Security has been accepted, and ask them to attend the purchaser's office to sign the Rate Contract Agreement, all documents provided in the bidding documents, incorporating all agreements between the parties.
  - The successful bidder shall sign and date the Rate Contract Agreement accordingly.
- c. Failure of the successful bidder to submit the Performance Security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security to the authority. In that event the purchaser may award the contract to the next lowest evaluated bidder, whose bid is substantially responsive and is determined by the purchaser to be technically qualified to perform the Contract satisfactorily.**
- d. Period of Validity if the Contract:** The validity of contract will be for a period of 1 (One) year. However, the same can be extended for another period on 1 (one) year or till the finalization of new tender whichever is earlier subject to sole discretion of authority of GMCH (after verification of rates).

**SECTION 3**  
**CONDITIONS OF CONTRACT**

- 1. Payment:** Payment will be made after receipt of the bill containing certificate from the concerned department that the items/materials has been supplied by the firm is fully up to their satisfaction and specifications and subject to the availability of fund in respective scheme.
- 2. Delays in the Supplier's Performance:**
  - i. Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the CoC.
  - ii. Non-Performance by the supplier under the contract may make the bidder liable to be disqualified to participate in any bidding process under the Principal-cum-Chief Superintendent, GMCH or under Government of Assam for a period of 5(Five) years, in addition to forfeiture of the Performance Security and other penal provisions.
- 3. Termination for Default:**
  - i. The purchaser may, without prejudice to any other remedy for breach for contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
    - If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchase pursuant to the provision of the relevant Clause of the CoC; or
    - If the Supplier fails to perform any other obligation(s) under the Contract.
    - If the Supplier, in the judgement of the Purchaser has engaged in fraud and corruption, as defined in the relevant Clause of the CoC, in competing for or in executing the Contract.
  - ii. In the event the purchaser terminates the Contract in whole or in part, pursuant to above the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.



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- 4. Termination for Insolvency:** The Purchaser may at anytime terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 5. Settlement of Disputes:**
- i.** The Purchaser and the Supplier shall make every effort to resolve amicably any disagreement or dispute arising between them under or in connection with the Contract by direct informal negotiation/mutual agreement.
  - ii.** If, after 30(Thirty) days, the parties have failed to resolve their dispute or differences by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence adjudication, as herein after provided, as to the matter in dispute, and no adjudication/arbitration in respect of this matter may be commenced unless such notice is given.
  - iii. Adjudication:** In case the party fails to settle any dispute during execution of the contract through informal negotiation/mutual agreement, the dispute shall be settled through a single member Adjudication or Dispute Resolution Board (DRB) appointed by the Health and Family Welfare Department, Government of Assam and the decision of the Adjudication/DRB shall be final and binding on the parties.

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**SECTION 4**  
**SCHEDULE OF REQUIREMENT**  
**PART 1**

Brief Description of Goods and Services	Delivery Period
1. Centrifuge	Within 15 days of the P.O.

Note: The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Purchaser and as provided in the bidding document.

**SECTION 5**

1. Centrifuge	01
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**General:** Tender is invited from reputed original manufacturer or their authorized agents/dealers only. Installation regarding installation in India and satisfactory service and maintenance may be forwarded with all the details for verification.

**Technical:**

Tube Capacity :No. 24 – 36 :Size 5 – 15 ml

Should have a digital timer

Body should be made of strong fabricated & corrosion resistant steel

Control panel – for start/stop switch, dynamic brakes, step less speed regulator with zero start switch & speed indicator with timer and protective fuses.

Door interlock

Maintenance-free brushless drive motor with exact speed preselection and display. Speed range 100 to 6000 rpm and above, accuracy 1 rpm.

RPM : Up to 6500-7000

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## PART 2

### ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s \_\_\_\_\_ for the past three years and concurrent commitment for the current financial year are given below and certified that the statement is true and correct.

Sl no.	Year	Turnover (Rs. In lakhs)
1	2020-2021	
2	2021-2022	
3	2022-2023	
	<b>Total</b>	
	<b>Average turnover per annum</b>	

Date:

Signature of auditor/Chartered Accountant

Seal

(Name in Capital)

I, \_\_\_\_\_ Proprietor/ Partner/ Director of  
M/s \_\_\_\_\_ hereby declare that the information given in  
this form is true and correct to the best of my knowledge & belief. I/we agree to the tender Inviting  
Authority forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us  
for a period of 5 years, if any information furnished by us proves to be false at the time of inspection and  
non-compliance with the terms and conditions of the contract.

I offer to supply the items mentioned in the schedule (enclosed in price bid) at the rates quoted therein. I  
agree to hold this offer for one year after finalization of rate contract.

Dated:

Signature

Name of the bidder

Address



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## SECTION 6

### BIDDING AND OTHER FORMS

#### ANNEXURE I

#### PROFORMA FOR PERFORMANCE STATEMENT

(In the letter head of the Bidder)

(For the period of the last three years)

IFB No. :

Date of opening:

Time:

Name and address of the bidder:

Name and address of the manufacturer:

Order placed by(full address of Purchaser with phone number)	Order no. and date	Description and quantity of ordered goods and services with the warranty period for similar nature of work	Value of order (in Rs.)*	Date of completion of Contract		Remarks indicating reasons for delay, if any	Have the goods been functioning satisfactorily (attach documentary proof)
				As per Contract	Actual		

Signature and seal of the bidder

\*Value including all taxes

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**ANNEXURE II  
BID FORM AND PRICE SCHEDULE**

IFB No. \_\_\_\_\_

Date \_\_\_\_\_

To,

**The Principal-cum-Chief Superintendent  
Gauhati Medical College and Hospital  
Guwahati-32**

Sir/Madam

Having examined the bidding documents the receipt of which is hereby duly acknowledge, we, the undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents for the sum of (total bid amount in words and figure) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We, undertake if our bid is accepted, to commence delivery within (number) days and to complete delivery of all the items specified in the contract and to perform the entire incidental services within (number) days calculated from the date of **Signing of Contract Agreement**.

If our bid is accepted, we will obtain the guarantee of a bank in a sum 5% of work order value in the form of fixed deposit duly hypothecated in favour of the Principal-cum-Chief Superintendent, Gauhati Medical College and Hospital, Guwahati-32. The performance security will be forfeited on the gross violation of tender norms.

We agree to abide by this bid for a period of 365 days from the date of opening of the bid (please specify the calculated date) and it shall remain binding up on us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of.....

Signature

(in the capacity of)

Duly authorized to sign tender for and on behalf of.....



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**ANNEXURE III  
PART I  
DECLARATION  
On  
Manufacturing facilities/After Sales Service**

For supply of:

1. Name of the bidder:
2. Full Postal Address:
3. Telephone No./Fax No.:
4. E-mail address:
5. Date of inception of business:
6. Registration no. & date:
7. Issued by:
8. Valid till:
9. Details of manufacturing activity & item wise capacity:
10. Detail of After Sales Service facilities available locally

Name of the Agency

Full Postal Address

Phone/Fax/E-mail

11. Name of person responsible for 10 above

Sl no.	Name	Designation	Age	Residential Address
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12. Has the bidder ever been blacklisted by any Government agency? If yes, give details

13. Has any cases pending in the court related to any supplies? If yes, give details

14. Does the firm have the adequate facilities for inspection and quality control? Please, give details

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**ANNEXURE IV**  
**UNDERTAKING**

To,

Principal-cum-Chief Superintendent  
Gauhati Medical College and Hospital  
Guwahati-32

IFB No. \_\_\_\_\_, Dtd,

Sir,

1. I, Sri, ..... on behalf of M/s ..... having registered office at .....  
....., do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.
2. I/we undersigned hereby bind myself/ourselves to the purchaser to supply all the offered equipment. The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/prevaling market rate. Further, it is also certified that I/we will not quote lower rates for similar equipment to be supplied by us to any Government/Private Institution in the next one year.
3. I/we undersigned hereby bind myself/ourselves to the purchaser to provide that the rate of CMC quoted in this tender are not higher than the CMC rates with which the bidder as supplied similar equipment to any Government/Private Organisation in the last one year. Further, it is also certified that I/We will not quote lower CMC rates for similar equipment to be supplied by us to any Government/Private Institution in the next one year.
4. The articles shall be strictly as per specification and of the best quality as per requirement of the Institution. The decision of the member secretary, HMS, GMCH (herein after called the purchaser) as regards to the quality and specification of articles shall be final and binding on me/us.
5. I/we undertake and confirm that the equipment shall be covered by our standard warranty as shown in the requirement. In case of any defect reported, the defective shall be replaced.
6. I/we agree to the conditions of the tender under which the Earnest Money Deposit (EMD) and Performance Security Deposit shall be forfeited by us.
7. I/we agree to accept the amount of the bill to be paid by the purchaser after completion of all codal formalities and should any amount of the bill found by the purchaser/auditors to have been over paid; the amount so shall be refunded by me/us.
8. I/we hereby undertake to supply, install and commission the items and also provide incidental services within the delivery period stipulated in the bidding document and as per direction given by the purchaser within the stipulated period.
9. I/we hereby accept all the terms and conditions of the bidding document and the resultant contract and bind myself/ourselves to abide by them.
10. I/we hereby declare that there is no vigilance/anti-corruption or court case pending against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF  
THE FIRM :

SEAL :



**ANNEXURE V  
UNDERTAKING  
ON  
FRAUD AND CORRUPTION**

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We M/s \_\_\_\_\_ do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of equipment under tender reference no. \_\_\_\_\_ dated \_\_\_\_\_ we shall strictly observe the laws against fraud and corruption enforced in the country.

Sd/-

Signature of Proprietor /Partner/Director

Designation

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**ANNEXURE VI  
MANUFACTURERS' AUTHORISATION FORM**

To,  
Principal-cum-Chief Superintendent  
Gauhati Medical College & Hospital  
Guwahati-32.

Dear Sir,  
IFB No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufacturers of  
\_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ hereby  
authorize Messrs \_\_\_\_\_ (name and address of agents) to bid, negotiate and  
conclude the contract with you against IFB No. \_\_\_\_\_ for the above goods  
manufactured by us.

No company or firm or individual other than Messrs \_\_\_\_\_ are authorized to tender  
negotiate and conclude the contract in regard to this business against this specific IFB as also for all  
business in the entire territory of India.

An agency commission of \_\_\_\_\_ % included in the gross ex-works price is payable to  
Messrs \_\_\_\_\_

Yours faithfully,

(name)

For and on behalf of Messrs \_\_\_\_\_ (name of manufacturer)

**NOTE:** This letter of authorization should be on the letterhead of the manufacturing concern and should  
be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of  
notarized power of attorney should also be furnished. (Scanned copy must be uploaded in the e-  
tender)

## ANNEXURE VII

### AGREED TERMS & CONDITIONS (The Annex X shall be an integral part of the Conditions of Contract)

IFB No. \_\_\_\_\_

#### A. Details of Bidder

<b>Bidder</b>	
<b>Offer Ref</b>	
<b>Contact Persons:</b>	
<b>Telephone No.</b>	
<b>Fax no.</b>	
<b>E-mail:</b>	
<b>Signature</b>	

#### B. Definitions: As provided in the Conditions of Contract

**NOTE:** The questionnaire below must be duly filled in and should be enclosed with the bid. Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire. Clauses not applicable or not relevant may be marked NA.

Sl. no.	Description	Vendor's Confirmation (Confirmed/Noted/Deviation/ furnished separately)
<b>C. Technical</b>		
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that equipment catalogue and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/deviations furnished.	
6.	Confirm that Earnest Money Deposited (EMD) as per bid document, for each schedule quoted, enclosed.	
<b>D. Commercial</b>		
1.	It is noted that any deviation to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted prices are on duly installed and commissioned at site basis including packing & forwarding (P & F) all duties and taxes viz. GST, freight, insurance, installation & commissioning at site.	
3.	Confirm furnishing detail price break-up of each item showing all components of cost separately with basic price of equipment and other costs on %age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and duties within the Contractual delivery period shall be borne by the purchaser.	
5.	If there is any variation or fresh imposition of applicable Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by you.	
6.	If 5 above is not acceptable, advise maximum possible rate of applicable Duty chargeable, which shall be loaded to your price.	



## ANNEXURE VII

### AGREED TERMS & CONDITIONS

(The Annex X shall be an integral part of the Conditions of Contract)

7.	Confirm that in case of delay on your account any new or additional duties and taxes imposed after the contractual delivery date shall be to your account. This will be in addition to Price Reduction for Delay in Delivery.	
8.	Confirm acceptance of Price Reduction Schedule for delay in Delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order of value.	
9.	Indicate Firm Delivery Period, which shall be counted from the date of placement of order and date of commissioning and acceptance of the installed equipment by purchaser's representative shall be considered as the delivery completion date.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	Force Majeure-Delivery period, price reduction termination etc are subject Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than quoted/agreed prices to any Govt. or Public Medical Institution. b) In case you are a dealer /distributor/authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriate discount (Copy of Price list to be enclosed).	
14.	a) Confirm that all inspection & testing charges including 3 <sup>rd</sup> party inspection (if required) included in the price. b) Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the purchaser along with the equipment.	
15.	a) Confirm that erection, commissioning, trial run and handing over to the purchaser, after successful commissioning is your responsibility at no extra cost. b) Specify facilities (if any), like water supply/electric power to be provided by the purchaser for commissioning of the equipment.	
16.	Packing/forwarding, transportation, loading/unloading and insurance are your responsibility. However, to protect the equipment from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing & lifting arrangement, Please confirm compliance.	
17.	The materials/equipment shall be guaranteed against any and all defects in design, workmanship, material & performance for a period shown in the Technical specification, from the date of commissioning and handing over to the purchaser. Should any defect detected or developed during the guarantee period, it shall be remedied promptly free of cost by the supplier and all expenses including transportation of goods necessitated for such repair and replacement shall be done by the supplier. Please confirm acceptance.	
18.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, during execution of the order, without resorting to any fraud, corruption and/or coercion.	
19.	Confirm that the offer shall be valid for a period of 365 days from the date of bid opening.	

(123)

**ANNEXURE VIII**  
**EMD (BID SECURITY) FORM (BANK GUARANTEE)**

Whereas \_\_\_\_\_ [name of the bidder] (herein after called "the bidder") has submitted his tender dated \_\_\_\_\_ (date) for the supply of \_\_\_\_\_ (herein after called "the bid") under the IFB No. \_\_\_\_\_ dated \_\_\_\_\_ by the Principal-cum-Chief Superintendent, GMCH, Guwahati-781032 (herein after also called "purchaser")

**KNOW ALL MEN** by these presents that we \_\_\_\_\_ of \_\_\_\_\_ having registered office at \_\_\_\_\_ (herein after called "the bank") are bound up to the Governor of Assam (herein after called "the purchaser") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said bank this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

The conditions of this obligation are:

1. If the bidder withdraws its bids during the period of bid validity specified by the bidder on the bid form or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.

a) fails or refuse to execute the contract form, if required or;  
b) fails or refuse to furnish the Performance Security, in accordance with the clause of the tender

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

This guarantee will remain in force up to and **including 90 (ninety) days** after the period of bid validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature of the bank

Seal

Date:

Place:

Witness:

(signature, name and address)



(1927)

**ANNEXURE IX**  
**PERFORMANCE SECURITY FORM (BANK GUARANTEE)**

To,

Principal-cum-Chief Superintendent  
Gauhati Medical College and Hospital  
Guwahati-32

Whereas \_\_\_\_\_ (name and address of the supplier)  
(herein after called "the supplier") has undertaken, in purpose of contract No. \_\_\_\_\_ dated  
\_\_\_\_\_, 2023 to supply, under the IFB No. \_\_\_\_\_ dated \_\_\_\_\_ to supply (Description  
of goods and services (herein after called "the contract")).

And whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a  
bank guarantee by a recognized bank for the sum specified therein as security for compliance with its  
obligations in accordance with the contract.

And whereas we have agreed to give the supplier such a bank guarantee.

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

We hereby waive the necessity of your demanding said debt from the supplier before presenting us with  
the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be  
performed there under or of any of the contract document which may be made between you and the  
supplier shall in anyway release us from any liability under this guarantee and we hereby waive notice of  
any such change, addition or modification.

***This guarantee shall be valid for the entire period of contract from the date of completion of order.***

Place and Date

Signature and seal of the guarantor



(151)

**ANNEXURE X**  
**CONTRACT FORM**

**(To be stamped as an agreement in the Court Stamp Paper valued Rs.100/-)**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ month of 2023 between the Principal-cum-Chief Superintendent, GMCH, Guwahati-781032 (herein after called "the purchaser") of the one part and (Name of Supplier) of (address, city and country of supplier) (herein after called "the supplier") of the other part. Whereas the purchaser is desirous that certain goods and ancillary services viz, (brief description of goods and services) and has accepted a bid by the supplier for supply of those goods and services in the sum of (contract price in words and figures) (herein after called "the contract price").

Now this agreement witnesses as follows:

1. The following documents shall be deemed to form and be read and constructed as part of this agreement. viz,
  - a) The conditions of contract
  - b) The technical specifications
  - c) The terms and conditions of the tender document
  - d) The supplier's bid and original price schedules and
  - e) The purchaser's notification of award
  - f) The Performance Security submitted by the bidder for performance of the contract
  - g) The Performance Security submitted by the bidder for the performance of its obligations during the comprehensive maintenance period of the contract.
2. In consideration of the payments to be made by the purchaser to the supplier as herein after mentioned, the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein inconformity in all respects with the provisions of the contract.
3. The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribes by the contract. Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under:

Sl. No.	Brief description of goods/services	Quantity to be supplied	Unit Price	Delivery terms (FOB/CIF/FOR etc)

Total value in words:

Delivery schedule:

In witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivery by the said \_\_\_\_\_ (for the purchaser) in presence of \_\_\_\_\_

Signed, sealed and delivery by the said \_\_\_\_\_ (for the purchaser) in presence of \_\_\_\_\_