

# BIDDING DOCUMENT

FOR

## SUPPLY OF EQUIPMENT / INSTRUMENTS FOR THE DEPARTMENT OF NEPHROLOGY FOR USE OF MEDICAL COLLEGES OF ASSAM

IFB NO.DME/35/2013/9876, Dated: 06/ 05 /2013

Due for opening on

**06- 06-2013**

at

**3.00 PM**

*Bidding Document issued to M/S.....  
on dated .....against the receipt of Rs.1,000/-(Rupees One Thousand)  
only in the form of Bank Draft/Bankers' Cheque No.....  
Dated.....*

*Director of Medical Education, Assam.*



**GOVERNMENT OF ASSAM**

**DIRECTORATE OF MEDICAL EDUCATION, ASSAM,  
SIXMILE, KHANAPARA, GUWAHATI-781022.**

No. DME/35/2013/ 9876

Dated: 06- 05-2013

**INVITATION FOR BIDS**  
**(NATIONAL COMPETITIVE BIDDING)**

Sealed Bids (Two Envelope System) affixing court fee stamp of Rs. 8.25 (Rupees eight point two five paise) only are invited from the intending manufacturer/ Accredited Dealers for supply and installation of Equipments/Machines for Department of Nephrology for use in the Medical College of Assam, under the Health & F.W.(B) Department, Govt. of Assam.

<b>IFB No.DME/35/2013/ 9876</b>	<b>Dated: 06- 05-2013</b>	
<b>CLOSING DATE &amp; TIME FOR RECEIPT OF BIDS</b>	<b>06-05-2013.</b>	<b>AT 2.00 PM</b>
<b>BIDS OPENING DATE AND TIME</b>	<b>06 -06-2013</b>	<b>AT 3.00 PM</b>

1. Bid schedule

<b>Name of the Deptt.</b>	<b>Name of Items</b>	<b>Tender Fee</b>	<b>EMD ( Bid Security)</b>
<b>NEPHROLOGY</b>	<b>Haemodialysis Machine</b>	<b>Rs.1,000/-</b>	<b>Rs. 30,000/-</b>

- Bidding documents are available for sale at this office during the office hours on all working days from **8-5-2013** till a day prior to the closing date of receipt of Bid indicating above, against payment of Tender Fee (non-refundable) as mentioned above each in the form of crossed Demand Draft in favour of the "Director of Medical Education, Assam, Sixmile, Khanapara, Guwahati-781022, Payable at SBI- Dispur (Guwahati) Branch. Bidders desires of having bidding documents by post shall have to submit a big size self-addressed envelope with above mention postal charges along with the Bank Draft as shown against each Deptt. The bidding documents can also be downloaded from the official web site of Directorate of Medical Education, Assam([www.dmeassam.gov.in](http://www.dmeassam.gov.in)), NIC, Govt. of Assam ([www.assamgovt.nic.in](http://www.assamgovt.nic.in)) and NRHM, Assam ([www.nrhmassam.in](http://www.nrhmassam.in)). In case of bid documents downloaded from the website mentioned above the required fees as mentioned above shall have to be deposited at the time of submission of tender. In case of any disparity between the printed version of the tender documents sold through the Directorate and the downloaded version, the printed will be prevail.
- It is the responsibility of the Bidder to ensure that their Bid documents are dropped in the Tender Box in the office of the Director of Medical Education, Assam, Sixmile, Khanapara, Guwahati-22 within the stipulated date and time as mentioned in the IFB. In case the bid documents are sent by post or by courier, the time and date of depositing the bid documents at the office of the DME Assam shall have to be countersigned by a responsible officer of this Directorate. The DME, Assam will not undertake any responsibility whatsoever for postal delay in process of submission of Bids. Any appeal for alternation in the Technical Specifications, the bidders may submit their petition to the undersigned within 7 (seven) days from the date of issue of the Tender Notice.
- Henceforth, any corrigendum/addendum related to this Bid/Tender may kindly be seen at the official website of Director of Medical Education, Assam ([www.dmeassam.gov.in](http://www.dmeassam.gov.in)).
- The Vendor shall quote separately the price for the Indigenous and Imported make. In that case the Price evaluation will be done separately.
- The bid documents are not transferable

Sd/- Prof.D.Hazarika.  
Director of Medical Education, Assam

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## SCHEDULE-1

### **TERMS AND CONDITIONS:**

1. This Invitation For Bids (National Competitive Bidding) is open to all eligible manufacturer and/or their accredited dealers
2. Bid must reach the office of the Director of Medical Education, Assam Sixmile, Khanapara, Guwahati-22” as in the date and time as stipulated in the IFB. A late Bid will not be accepted under any circumstances and for reasons what so ever.
3. All Bids duly sealed must be addressed to the Director of Medical Education, Assam, Sixmile, Khanapara, Guwahati-22” and IFB No. with Name of the Deptt. should be **super scribed prominently** in the covering envelope along with full name and address of the Bidder.
4. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Governor of Assam, herein after referred to as “the Purchaser” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
5. It is the responsibility of the Bidder to ensure that their Bid documents are dropped in the Tender Box in the office of the Director of Medical Education, Assam, Sixmile, Khanapara, Guwahati-22 within the stipulated date and time as mentioned in the IFB. In case the bid documents are sent by post or by courier, the time and date of depositing the bid documents at the office of the DME Assam shall have to be countersigned by a responsible officer of this Directorate. The DME, Assam will not undertake any responsibility whatsoever for postal delay in process of submission of Bids.
6. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in the rejection of its bid.
7. **Bidders shall submit their bids in two parts as under:**
  - a) **Technical bids**, in triplicate, consisting of technical details bringing out clearly in a separate sheet, the deviations in specifications if any from that of ‘Technical Specifications’ and also clause-by-clause compliance of specifications along with the commercial terms and conditions and bid security.
  - b) **Price bids** showing only item wise prices in a separate sealed cover inside the main cover.
  - c) It may be noted that when the main cover is opened on the date and time scheduled for Bid opening, only the technical bids will be opened and read out in public.
  - d) Bidders whose technical bids are found substantially responsive will be informed of the date and time of opening of their price bids. Price bids of others will be returned to them unopened before opening the price bids of others.

The Bids should be duly marked and sealed, as “Original”, “Duplicate” and “Triplicate”. The sealed bids viz. Original, Duplicate and Triplicate of Technical and Price Bids as mentioned above should be put together finally in a big envelope, which should be sealed as per the clause 3 above.
8. It may be noted that Technical bids will be opened and read out in presence of bidders or their authorized representative if they desire to remain present on the date and time scheduled for Bid opening,
9. The original, duplicate and triplicate copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to

bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. The person or persons signing the bid shall initial all pages of the bid, except for un-laminated printed literature.

10. In the event of any discrepancy between original, duplicate and triplicate bids, the original shall govern.
11. The bidder shall complete the bid forms and the appropriate price schedule (**Annexure-II and Annexure-III**) furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.
12. For comparison of bids, the purchaser will grant a margin of preference to goods in accordance with the Govt. standing procedures, provided the bidder shall have established to the satisfaction of the purchaser that the goods are eligible for price/purchase preference.
13. However, the quantum of price/purchase preference to be allowed shall be determined by the purchaser on the merits of individual cases based on the prevailing Government policy as per the Assam Preferential Store Purchase Act and his decision shall be final and binding and the purchaser and/or the Government of Assam shall entertain no representations on this ground.
14. To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
15. Preliminary examination: The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the document have been properly signed, whether the bid validity is as required and whether the bids are generally in order.
16. **Bid from accredited dealers without proper authorization from the manufacturers shall be treated as non-responsive and shall be rejected.**
17. The bid shall remain valid for 365 (three hundred and sixty five) days after date of bid opening. The Purchaser shall reject a bid valid for a shorter period. In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of tender validity. The request and the responses thereto shall be made in writing. The EMD (bid security) provided under clause 19 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.
18. The contract should be completed within 45 days from the issue of formal supply order.
19. **The bidder must furnish EMD (bid security) as per the schedule of requirement unless otherwise exempted under Govt. Orders/Rules in force.**
20. **The EMD** (bid security) shall be demonstrated in the Indian Rupees and shall be in one of the following forms:
  - a) Post Office Cash Certificates, National Savings Certificates (Certificates which are not held in the name of the bidder shall not be accepted).
  - b) Post Office Savings Bank Pass Book and

- c) Deposit Receipts or Bank Guarantees (in the prescribed pro forma given at **Annexure-XI** issued by any of the scheduled banks).
21. Any bid from a bidder who fails to furnish EMD (furnish a notarized copy of the registration certificate for the item quoted), not secured in accordance with clause 19 and 20 will be summarily rejected by the purchaser, as non-responsive.
  22. Unsuccessful bidder's EMD (bid security) will be discharged / returned as promptly as possible. The bidders are advised in their own interest to send a pre-receipted challan along with their bid so that the return of EMD (bid security) after the bid have been rejected, is made within the stipulation period.
  23. The successful bidder's EMD (bid security) will be discharged /returned upon the bidder executing the contract and after furnishing the Performance security, pursuant to clause 32.
  24. **The prices must be quoted in Indian Rupees for both indigenous and imported make. Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected. The bidder shall indicate on the appropriate price schedule (Annexure-III) attached to these documents the unit prices and total bid prices of goods it proposed to supply under the contract.**
  25. The Purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive and technically acceptable.
  26. The Purchaser's evaluation of a bid will include and take into account:  
**The goods manufactured indigenously or goods of foreign origin already located in India:** excise duty, sales tax and other similar taxes and duties, which will be payable on the goods if a contract is awarded to the bidder and the purchaser's evaluation of a bid will exclude and not take into account the additional features like training in India or abroad offered free or at an additional cost unless specifically asked for in the 'Technical Specifications'.
  27. The comparison shall be of F.O.R. site and delivered and commissioned at consignee's end. The purchaser's evaluation of bid will take into account, in addition to the bid price and the price of incidental services, the following factors, in the manner and to the extent indicated in clause 28 and in the 'Technical Specifications':
    - a) Cost of inland transportation and other costs within India incidental to delivery of the goods to their final destination at consignee's site,
    - b) delivery schedule offered in the bid,
    - c) deviations in payment schedule from that specified under clause 49.
    - d) the cost of guarantee/warranty and
    - e) the Performance and productivity of the equipment offered.
  28. Pursuant to clause 27, following evaluation methods will be followed:
    - a) **Inland transportation, insurance and incidentals:**  
 Bidder shall quote separately for inland transportation, insurance and other incidentals for delivery of goods to the site.
    - b) **Applicable Taxes:**  
 Bidder shall quote separately for all applicable taxes payable to the Govt. for delivery of goods to the site.

- 29. Purchaser's right to accept any bid and to reject any or all bids:** The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the purchaser's action.
- 30. Notification of award:** Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing, by registered letter or by cable or telex or fax (to be confirmed in writing by registered letter), that its bid has been accepted. The notification of award will constitute the formation of the contract.
- 31. Signing of contract:** At the same time, the purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties. The successful bidder shall sign and date the contract form provided in the document. A registered Power of Attorney is to be supported with the bid in favour of the person(s) who will sign the bid as well as contract form if contract is awarded. (**Annexure-XIII**)
- 32. Performance Security:** Immediately after the receipt of notification of award from the purchaser, the successful bidder shall furnish the Performance Security. The supplier shall furnish Performance Security to the purchaser for an amount of **5 % (Five percent)** of the order value, valid for the entire period of warranty.  
However, if the supplier fails to execute the order or fails to perform the services as per contract in addition to other panel actions, the performance security shall be encashed & the amount forfeited.
- 33. Failure of the successful bidder to comply with the requirement of clause 31 or clause 32 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD (bid security), in which event the purchaser may like the award to the next lowest evaluated bidder or call for new bids.**
- 34.** The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 35. The Performance Security** shall be denominated in the Indian Rupees and shall be in one of the following forms:
- a) Post Office Cash Certificates, National Savings Certificates (Certificates which are not held in the name of the bidder shall not be accepted),
  - b) Post Office Saving Bank Pass Book and
  - c) Deposit Receipts or Bank Guarantees (in the prescribed pro forma given at **Annexure-XII** issued by any of the scheduled banks).
- 36. Inspection and tests:** The purchaser or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representatives for this purpose.
- 37.** The inspections and tests may be conducted on the premises of the supplier, at point of delivery and/or at the goods final destination, where conducted on the premises of the supplier, all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser. Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser, within a period of **15(fifteen)** days of intimating such rejection. The purchaser's right to inspect, test and, where necessary, reject the goods after the good's arrival at the final destination

shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the goods dispatch from the place of manufacture.

**38.** Nothing in clause 37 shall in any way release the supplier from any warranty or other obligations under the contract.

**39. Qualification Criteria:**

1. The bidder must be a manufacturer or their accredited dealers (specifically against this IFB for the subject goods) and had successfully executed contracts for similar and/or identical goods in the past three years prior to the date of Tender opening. In support of this, the bidder shall furnish Performance statement in the enclosed **Annexure-I**.
2. Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.

**40. Warranty:**

- i. The supplier warrants that the goods supplied under the contract are new, unused, or the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in India, i.e. the country of final destination.
- ii. **The warranty should be as per the period mentioned in the Technical Specification.**
- iii. The purchaser/indenter shall notify the supplier in writing of any claims arising under this warranty.
- iv. Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.
- v. If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchase may have against the supplier under the contract.
- vi. The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay customs duty and all expenses up to the destination for the replaced part.

**41. Reasonability of rates/ firm price:**

- i. The bidder shall certify that the rates quoted are the lowest ones for any institution in the country.
- ii. During the period of the contract, if the price of any tendered item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the purchaser and shall charge the reduced rates. The purchaser is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction of rates.



- iii. Subject to the condition stipulated above, the prices shall remain firm for the validity period of tender and on no account any increase in price shall be entertained till completion of the tender period.
- iv. No bidder will be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation/ typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

**42. Contacting the Purchaser:** Subject to clause 18, no bidder shall contact the purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bidder's bid and also banning of business dealings with the bidder for a period of three years from the date of such ban.

**43. Documents establishing good's eligibility and conformity to bidding documents:** The bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the contract. The documentary evidence of the goods and services eligibility shall consist of a statement in the price schedule. The documentary evidence of the goods and services conformity to the bidding documents may be in the form of literature, drawings and data and shall furnish:

- i. A detailed description of the goods essential technical and Performance characteristics,
- ii. A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of years, following commencement of the goods used by the purchaser and
- iii. A clause-by-clause commentary on the purchaser's 'Technical Specification' demonstrating the goods and services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the 'Technical Specifications'.

**44. Definition of Technical Specification:** For purposes of the commentary to be furnished to clause 43 (iii) above, the bidder shall note that standards of workmanship, material and equipment and references to brand names or catalogue numbers designated by the purchaser in its 'Technical Specifications' are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the 'Technical Specifications'.

**45. Statutory taxes/ duties :**

In case of any enhancement of Taxes and/ or duties or levy of fresh Taxes/ duties due to Statutory Act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item.

However, the same shall not be borne by the purchaser in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract.

Further, in case the bidder has been enjoying Excise Duty exemption on any criteria like turnover etc. and at a later date, during currency of the contract, even if Excise Duty becomes chargeable on goods manufactured, the same shall be to the supplier's account and shall not be borne by the purchaser.

**46. Penalty for delay in delivery:**

Non-performance of the contract provisions may make the bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of EMD / Performance Security and other penal provisions.

**47. Force majeure:**

The above condition of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the supplier the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

**48. Fraud & Corruption:**

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices -

- a) "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of any thing of value to influence the action of an official in the procurement process or in contract execution.
- b) "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.
- c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- d) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

In the bid document itself, an undertaking has to be furnished in the format at **Annexure-VII**.

**49. Local conditions:**

It will be imperative on the bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after purchaser accepts the bid.

**50. Adjudication/Review board:**

Any dispute arising out of or during execution of the contract shall be settled with mutual agreement through an Adjudication/Review Board appointed by the Health & F.W. Department, Govt. of Assam.

**51. Saving clause:**

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

**52. Laws governing the contract & jurisdiction:**

The contract shall be interpreted in accordance with the laws in force in India. All disputes shall be subject to the jurisdiction of appropriate court situated at Guwahati.

**53. Payment Terms:**

1. **Source of Fund:** The Health & F.W. Department, Govt. of Assam

2. **Procedure for payment:** The paying authority on production of the following documents shall make 100% Payment.

- a. Invoice in triplicate are to be submitted to the paying authority along with the other documents after completion of the supply.
- b. Stock Entry Certificate is to be obtained in the body of the Invoice in triplicate.
- c. The original Challan Copy.
- d. Test certificates.
- e. Warranty certificates.

**54. The bidder must submit the following documents along with the others as mentioned above in the Technical Bid with their tender:**

- i. Up to date valid VAT clearance certificate.
- ii. Up to date valid manufacturing license.
- iii. GRN/TIN and PAN.
- iv. Literature/catalogue/leaflet in support of the tendered item.
- v. Up to date dealer/ distributor certificate.
- vi. ISO/GMP and other quality certificate issued from competent authority.
- vii. Declaration on details of manufacturing unit, installed capacity of the item quoted, testing facilities and nearest after sales service facility with details of technical personnel, along with non - conviction certificate/ declaration for the past 3 years. (**Annexure V**)
- viii. **Last 3(three) years Turn Over Rs.1.50 Crores** and Statement for the last 3 financial years i.e. 2010-2011, 2011-2012, and 2012-2013 in the specified format (**Annexure VI**) certified by the Auditor/ Chartered Accountant. Bidders has to submitted statement of account, profit and loss or the year 2010-2011, 2011-2012, and 2012-2013
- ix. Undertaking in the form at **Annexure-VII** confirming acceptance of all terms and conditions of the tender
- x. An undertaking on fraud and corruption as per **Annexure-VIII**
- xi. Manufacturer Authorization letter as per the format enclosed at **Annexure-IX**.
- xii. The bidder shall impart education and training to upgrade the skills of the medical professionals at various levels for which a tentative programme shall be submitted.

- xiii. The bidders shall duly fill in the agreed terms and conditions as per **Annexure X**.

**55. Additional Terms and Conditions:**

- a. Total monetary value of similar nature of work performed during each of the last three years must be furnished by the bidder which are as follows:
  - i) Experience in works of a similar nature and size for each of the last three years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
  - ii) Evidence of access to line (s) of credit and availability of other financial Resources facilities (20% of Contract Value), certified by the Bankers (Not more than 3 Months old);
  - iii) Authority to seek references from the Bidder's Bankers;
  - iv) Information regarding any litigation, current or during the last three years in which the Bidder is involved, the parties concerned, and disputed amount;
- b. Bids from Joint ventures are not acceptable.
- c. The bidder must be a profit making one for the last three years.
- d. Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on date of this bid.
- e. The bidder shall impart education and training to upgrade the skills of the medical professionals at various levels for which a tentative programme shall be submitted.
- f. The bidder shall provide backup services of trained Technical Personnel on 24 hours basis for emergency programming. Complaints should be attended properly, maximum with 8 hours. The service should be provided directly by Tenderer /Indian Agent. Undertaking by the Principals that the spares for the equipments shall be available for at least 10 years for the date of supply.**
- g. Bid shall be type – written and correction, if any, in the bid shall invariably be attested with full signature by the bidder with date, failing which the bid shall be considered ineligible for evaluation. Corrections done with correction fluid shall also be duly attested.

**56. Warranty:**

- a) The warranty charges shall not be quoted separately.
- b) 95% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Comprehensive Warranty period.

**57. Training:**

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the user department.

**58.AMC/CMC**

- a) The cost of AMC will be added in case of equipments which are less than total unit price of Rs. 10 lakhs for ranking /evaluation purpose. In case of equipments, whose total unit price is above Rs. 10 lakhs, CMC will be calculated for ranking /evaluation purpose.**

b) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 3 years on yearly basis for complete equipment (**including all spares and labour**).

c) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

**d) Cost of AMC/CMC will also be added for Ranking/Evaluation purpose.**

e) The payment of CMC/AMC will be made on yearly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment (as per Annexure-IV) valid till 2 months extra after expiry of entire CMC/AMC period.

f) The Performance Bank Guarantee for CMC will be applicable in case of equipment cost is more than Rs. 10.00 Lacs.

g) All software updates should be provided free of cost during CMC.

h) The payment of CMC will be made on annual basis after satisfactorily completion of said period. There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

**The CMC price {not more than 10% cost of the equipment, otherwise offer will be out rightly rejected} for next 3 years, which should include cost of labour & spares for entire equipment. The CMC cost will be taken into consideration for price comparison. The CMC price should be filled in commercial bid only.**

**The AMC price {not more than 1.5% cost of the equipment, otherwise offer will be out rightly rejected} for next 3 years, which will be taken into consideration for price comparison. The AMC price should be filled in commercial bid only.**

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR  
AVAILABILITY OF CREDIT FACILITIES**

**BANK CERTIFICATE**

This is to certify that M/s

.....

..... Is a reputed company with good financial standing.

If the contract for the work, namely .....

.....

..... is awarded to above  
firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.

.....

..... to meet their working capital requirements for executing the  
above during the contract period.

\_\_\_\_\_  
(Signature)

Name of the Bank

Senior Bank manager

Address of the Bank

**Address of the Purchaser/Paying authority:**

**DIRECTOR OF MEDICAL EDUCATION, ASSAM,  
Sixmile , Khanapara, Guwahati-781022.  
TELE-FAX NO. 0361-2366236.**

**Consignee:**

- i. Principal cum Chief Superintendent, GMC&H, Guwahati.
- ii. Principal cum Chief Superintendent, AMC&H, Dibrugarhi
- iii. Principal cum Chief Superintendent, SMC&H, Silchar
- iv. Principal cum Chief Superintendent, JMC&H, Jorhat
- v. Principal cum Chief Superintendent, FAAMC&H, Barpeta
- vi. Principal cum Chief Superintendent, TMC&H, Tezpur

**Installation site: Medical Colleges of Assam.**

**Terms of Delivery:** F.O.R. Destination (**Medical College Hospitals of Assam**)

SCHEDULE-2  
**SCHEDULE OF REQUIREMENT**

**Part-I**

Name of the Deptt.	Name of Items	Tender Fee	EMD ( Bid Security)
Nephrology	Haemodialysis Machine	RS. 1,000/-.	Rs.0.30 lakhs
Warranty : for 2 years			
AMC/CMC : for 3 years			

**Note:**

1. Bidder must affixed court fee stamp (I.P.O in case of Bidders outside the State of Assam) of Rs.8.25 (Rupees eight and paise twenty five only) on the Technical Bid (Original Copy).
2. **Bidder should submit a soft copy (in CD) of Technical Bid in MS WORD format (only technical specifications/details of the goods and services proposed to be supplied under contract) to help in preparation of Comparative Statement which should be inserted in the Technical Bid (Original Copy). Any discrepancy between soft and hard copy, the hard copy (printed and signed documents) shall prevail.**
3. All the materials should be well packed to avoid any breakage during transit.
4. The responsibility for providing after sale service would rest on the Principal equipment supplier.
5. The Principal shall be solely responsible for warranty period and maintenance of the equipment even if there is any change in the accredited dealer during the above period.
6. **Bidders shall submit their bids in two parts.**
7. Bid security (EMD) to be furnished in favour of Director of Medical Education, Assam, Sixmile, Khanapara, Guwahati-22”
8. Bidders shall submit their Performance statement as per Performa along with certificate from the users and copy of the orders for the equipment quoted.
9. **The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.**



## **PART-II: SCOPE OF INCIDENTAL SERVICES:**

- A. Installation, Commissioning, Demonstration, on-site training, Performance Supervision of on-site assembly, Start-up of the supplied Goods.
- B. The bidder shall impart education and training to upgrade the skills of the medical professionals at various levels for which a tentative programme shall be submitted.
- C. Detailed Operations and Maintenance Manual for each appropriate unit of the supplied Goods are to be provided by the successful bidder.

## **PART-III: TERMS OF DELIVERY**

**The equipment has to be delivered at the site of the following Institutions:**

- i. Principal cum Chief Superintendent, GMC&H, Guwahati.
- ii. Principal cum Chief Superintendent, AMC&H, Dibrugarhi
- iii. Principal cum Chief Superintendent, SMC&H, Silchar
- iv. Principal cum Chief Superintendent, JMC&H, Jorhat
- v. Principal cum Chief Superintendent, FAAMC&H, Barpeta
- vi. Principal cum Chief Superintendent, TMC&H, Tezpur

The periodic requirement of each medical college will be directly communicated to the supplier by letter / fax / e-mail / telephone and the same shall be delivered to the indenting authority without any delay.

**SCHEDULE-3**  
**Technical Specifications**

**Haemodialysis Machine**

1. Should have facility for Acetate, Bicarbonate and Liquid Bicarbonate Dialysis.
2. Provision for single needle dialysis.
3. Blood leak detector : infrared light
4. Blood pump control: 0 and 20 – 500 ml/min
5. Air bubble detector: Ultrasonic sensor
6. Heparin Syringe pump facility
7. In-built battery back up for min 20 mins for blood pump and monitor
8. In-built blood pressure monitoring system with manual, auto and continuous measurement (Optional)
9. UF control volumetric with ultra filtration rate : 0-4.00 Lit/Hr
10. Volume control mode with sequential UF Facility
11. Auto Rinse back Mode for return of the blood
12. Should have different modules of Sodium, UF Profiling
13. LCD display for all information
14. Auto off option after end of treatment
15. Facility for automated pre-programmable chemical heat and dry powder disinfection

**Warranty: 2 years**

**CMC: 3 years**

## **SCHEDULE-4**

### **Annexure-I**

#### **PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of 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 number and date	Description and quantity of ordered goods and services with the warranty period for similar nature of works.	Value of Order* (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.

## **Annexure-II**

### **BID FORM AND PRICE SCHEDULES**

IFB No.

Date

To

The Governor of Assam  
Through the Director of Medical Education, Assam,  
Sixmile, Khanapara, Guwahati-22”

Gentlemen,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, 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 figures) 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 all the incidental services within (number) days calculated from the date of your notification of award.

If our bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 5 (Five) percent of the contract price for the due Performance of the contract.

We agree to abide by this bid for a period 365 days from the date of opening of the bid (please specify the calculated date ) and it shall remain bidding 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 .....

### **Annexure-III**

#### **PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

Sl. No.	Item Description	Country of Origin	Quantity	Price per unit						Unit Price Inclu- ding Ex-cise Duty [a+b+c + d+e+f]	Total Price Inclu- ing Excise Duty 4x6	Sales and other Taxes/ duties Payable, if Contract is awar-- ded
				Ex- factory/ Ex-ware- house/ Ex-show- room/ Off-the shelf (a)	Excise Duty (if any) (b)	Packing and For- war- ding ©	Inland Trans- potation (d)	Insu- rance and Incidental costs (e)	Inci- den- tal Services (including supervi- sion) (f)			
1	2	3	4	5						6	7	8

Total bid price in Rupees:

In words:

Signature of bidder

Date:

Name

Place:

Business Address

NOTE:

- (i) In case of discrepancy between unit price and total price, the unit price shall prevail.

**Annexure-IV**  
**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC**  
**SECURITY**

To **The** (Name and address of the purchaser). WHEREAS \_\_\_\_\_  
(Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in  
pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply  
(description of goods and services) (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 scheduled commercial bank recognised by you for the sum specified therein as  
security for compliance with its obligations in accordance with the contract; AND WHEREAS  
we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby  
affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of.  
\_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake  
to pay you, upon your first written demand declaring the supplier to be in default under the  
contract and without cavil or argument, any sum or sums within the limits of (amount of  
guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your  
demand or the sum specified therein. We hereby waive the necessity of your demanding the  
said debt from the supplier before presenting us with the demand. We further agree that no  
change or addition to or other modification of the terms of the contract to be performed there  
under or of any of the contract documents which may be made between you and the supplier  
shall in any way release us from any liability under this guarantee and we hereby waive notice  
of any such change, addition or modification. This guarantee shall be valid up to 62 months  
from the date of satisfactory installation of the equipment i.e. up to ----- (indicate date).  
..... (Signature with date of the authorised officer of the Bank)  
..... Name and designation of the officer  
.....  
.....  
Seal, name & address of the Bank and address of the Branch

## **Annexure – V**

### **DECLARATION On Manufacturing facilities / After Sales Service**

**Tender enquiry No**

For supply of

- 1 Name of the bidder
- 2 Full Postal Address
- 3 Telephone No./Fax No.
- 4 Email 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

- 12 Has the bidder ever been black listed by any govt. 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

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  
proved to be false at the time of inspection and non – compliance with 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



## **ANNEXURE-VI**

### **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.

<b>Sl. No</b>	<b>Year</b>	<b>Turnover (Rs. in lakhs)</b>
1	2010-11	
2	2011-12	
3	2012-13	
	Total	
	Average turnover per annum	

Date:

Seal:

Signature of Auditor/ Chartered Accountant  
(Name in Capital)

## Annexure-VII

### UNDERTAKING

To

The Governor of Assam  
Through the Director of Medical Education, Assam,  
Sixmile, Khanapara, Guwahati-22”

IFB NO. \_\_\_\_\_

Sir,

1. I, Shri \_\_\_\_\_, 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/ prevailing market rate**.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of The Director of Medical Education, Assam (hereinafter called the said Director) as regards to the quality and specification of article shall be final and binding on me/us.
4. We undertake to provide back up services of Trained Technical Personnel on round-the-clock basis for emergency problem.
5. 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 part shall be replaced.
6. We shall organize technical seminars / workshops at various locations within the State to impart education and training to the medical professionals as and when requested by the purchaser.
7. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
8. 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 found shall be refunded by me/us.

9. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
10. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
11. 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-VIII**

### **UNDERTAKING ON FRAUD AND CORRUPTION**

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. .... Dt ..... We shall strictly observe the laws against fraud and corruption in force in the country.

Sd/-  
Signature of proprietor/Partner/Director

Designation:

Seal:

**Annexure-IX**

**MANUFACTURERS' AUTHORISATION FORM**

To,

The Director of Medical Education, Assam,  
Sixmile, Khanapara, Guwahati-22"

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. \_\_\_\_\_

We hereby Certify that the Machine / spare parts do not contain any recycled or reconditioned parts or components

We hereby extend our full guarantee and warranty as per clauses of contract for the goods offered for supply against this Invitation for Bid by the above firm.

Our other responsibilities include:

- (i) \_\_\_\_\_
  - (ii) \_\_\_\_\_
- (here specify in detail manufacturer's responsibilities)

The services to be rendered by Messrs. \_\_\_\_\_ are as under:

- (i) \_\_\_\_\_
  - (ii) \_\_\_\_\_
- (here specify the services to be rendered by the agent).

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.**

## **ANNEXURE-X**

### **AGREED TERMS & CONDITIONS**

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

#### A. Details of Bidder

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

#### B. Definitions

1. “Purchaser” means Director of Medical Education, Assam or his authorized representative.
2. “Bidder” or “Tenderer” means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
3. “Vendor” or “Supplier” means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. “Site” means the premises of the Medical Colleges of Assam or any other place as decided by the purchaser.

**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	<u>Vendor's Confirmation</u> (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 deviations 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. Excise Duty, Sales Tax/VAT, freight, insurance, installation & commissioning at site.	
3.	Confirm furnishing of 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 Excise 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 ED chargeable, which shall be loaded to you price.	
7.	Confirm that in case of delay on you account any new or additional duties and taxes imposed after the contractual delivery date shall be to you 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 appropriated 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. Pl confirm compliance.	
17.	The material / 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 develop 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. Pl confirm acceptance.	



18.	Confirm that Performance Bank Guarantee shall be furnished for 5% of the total order value valid till guarantee period of the goods.	
19.	Confirm acceptance of Part order.	
20.	Confirm acceptance of Repeat order within 12 months from the date of basic order at same price and terms & conditions.	
21.	It is noted that the purchaser would disown any responsibility / liability toward irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
22.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Condition indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
23.	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.	
24.	Confirm that the offer shall be valid for a period of 365 days from the date of bid opening.	

## **Annexure-XI**

### **EMD (BID SECURITY) FORM (BANK GUARANTEE)**

Whereas.....[name of bidder] (hereinafter called “the bidder”) has submitted his tender dated .....(date)for the supply of.....(hereinafter called “the bid”).

**KNOW ALL MEN by these presents that we ..... of .....having registered office at ..... (hereinafter called “the bank”) are bound up to the Governor of Assam(hereinafter call “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 ....., 2012 .

The conditions of this obligation are:

1. If the bidder withdraws its bid 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 refuses to execute the contract form, if required or;
  - (b) fails or refuses to furnish the Performance Security, in accordance with the clauses 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)

## **Annexure-XII**

### **PERFORMANCE SECURITY FORM (BANK GUARANTEE)**

To

The Governor of Assam

Whereas.....  
(name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract No.....dated.....2013 to supply (description of goods and services (hereinafter called “the contract”).

And whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a 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 sum specified therein.

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

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

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

Place and Date

Signature and seal of the guarantor

### **Annexure-XIII**

### **CONTRACT FORM**

**(To be stamped as an agreement in the court stamp paper valued Rs. 100/-)**

This agreement made the .....day of..... 2013 between the Governor of Assam (hereinafter “the purchaser”) of the one part and (name of supplier) of (address, city and country of supplier) (hereinafter “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) (hereinafter “the contract price”).

Now this Agreement witnesses as follows:

01.The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:

- (a) the Technical Specifications,
- (b) the Terms and Conditions of the Tender Document
- (c) the Supplier’s bid and original Price Schedules and
- (d) the Purchaser’s Notification of Award

02. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

03.The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. Brief particulars of the goods 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:

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 delivered by the said..... (for the purchaser)  
in the presence of .....

Signed, sealed and delivered by the said ..... (for the supplier)  
in the presence of.....