

Cost of Form -Rs1000/-



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TENDER DOCUMENT

Name of Work:- Supply and installation of equipment at Multidisciplinary Research Unit at, FAA Medical College (MRU-FAAMC), Barpeta

Financial Year:-2019-20

Serial No. of Tender :-

Name/detail of the bidder in whose favour this tender from has been issued :-


**Seal & Signature of the Officer
Principal-cum-Chief Superintendent
F.A.A. Medical College & Hospital
Barpeta, Assam:**

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**Bidding Document
for
“Supply and installation of equipment at
Multidisciplinary Research Unit at, FAA Medical
College (MRU-FAAMC), Barpeta”
under
ICMR/DHR (Govt of India) funded project titled
“Setting up of MRU”**

**Tender No. FAAMCH/MRU Tender/Project/285/2018/3993
of 03/08/2018**

Last Date of submission: 20/08/2018 (till 2PM)

Due for opening on: 20/08/2018 (at 3PM)



GOVERNMENT OF ASSAM
OFFICE OF THE PRINCIPAL CUM CHIEF SUPERINTENDENT
FAA MEDICAL COLLEGE & HOSPITAL, BARPETA, ASSAM, PIN: 781301

Invitation for bids (IFB, National Competitive Bidding), for procurement of few equipments for MRU project at, FAA Medical College & Hospital, Barpeta, Assam, PIN- 781301.

Tender No. FAAMCH/MRUTender/Project/285/2018/3993 dtd. 03/08/2018

Sealed Tenders (Two Bid system comprising of Envelope 1 for Technical Bid, and Envelope 2 for Price Bid) affixing court fee stamp of Rs. 8.25 (Rupees eight point two five paise) only are invited from the interested eligible manufacture/suppliers /Accredited Dealers for supply and installation of Equipment/Machine at Multidisciplinary Research Unit (MRU), FAA Medical College & Hospital, Barpeta. The details of the required equipments are provided in separate section of this document (Schedule two). Kindly go through this entire tender document for relevant particulars, terms and conditions etc.

Sr No	Item	Specification/detail
01	Name of the work	Supply and installation of equipment at Multidisciplinary Research Unit at, FAA Medical College (MRU-FAAMC), Barpeta
02	Tender no/NIT no	FAAMCH/MRUTender/Project/285/2018/3993 dtd. 03/08/2018
03	Issue of Tender	04/08/2018 to 20/08/2018; from 10 AM to 2 PM (only on working days)
04	Tender cost & Processing fee	Rs 1000/- (Rs One thousand only)
05	Duration of execution of contract	45 days
06	Earnest Money Deposit	2% of total value of cost (1% for SC/ST/OBC etc)
07	Method Tender submission	The method of bidding shall be a "2 Envelope Process". The financial bids of only the tenderers, who qualify in the Technical Bid, shall be opened. For details please see below
08	Receipt of tender	To submit into a designated drop box or by Registered Post on or before last date of tender submission <ul style="list-style-type: none">• Drop box is placed in FAA Medical College Barpeta (see below for detail)• Address for postal submission: Principal cum Chief Superintendent, FAA Medical College & Hospital, Jotigaon, Jania Road, Barpeta-781301, Assam (Clearly superscribing the name of the work) <p>Email and a working Mobile number of the tenderer must be mentioned in the back of the envelop)</p>
09	Last Date of Tender submission	20/08/2018 till 2 PM
10	Scope of work	Supply and Installation of Equipments
11	Date & Time of opening tenders	20/08/2018 at 3 PM, in front of all tenderers or their authorized representatives (In case this day turns out to be a holiday or any unforeseen unavoidable difficulty arises, next possible and convenient working day will be taken up and all interested/ concerned parties will be intimated accordingly)
12	Eligibility criteria for participation	See below.

Terms and Conditions in Brief:

1. Quantity of item can be increased or decreased as per requirement
2. Bidding must be done for all equipments mentioned in this IFB .
3. Tender is of Two Bid System. Each tender shall comprise of (a) Technical Bid and (b) Price Bid.
4. Technical Bid and Price Bid shall be in separate and in sealed envelopes.
5. Closing date and time for submission of Tender is as indicated earlier
6. Tenders received after due date and time will not be accepted or considered.
7. Sealed envelopes of Technical Bids will be opened on earlier mentioned date in the Office of the Principal cum Chief Superintendent of FAAMCH, Barpeta
8. Tenders will not be accepted without earnest money. Earnest money for item is 5% of estimated cost.
9. Tenders should also be accompanied by tender processing fee of Rs 1000.00. (Rupees One Thousand only)
10. All amounts should be payable by Demand Draft/Banker's Cheque in favour of Principal cum Chief Superintendent, FAA Medical College & Hospital payable at Barpeta.
11. The tenders for any or all the items can be cancelled by the undersigned without assigning any reasons.
12. Bidding document shall not be sent by post and **all bidders shall have to collect it from Office of Nodal Officer, MRU-FAAMC, Barpeta.**
13. It is the responsibility of the bidders to ensure that their bids are dropped in the tender box in the office of Principal cum Chief Superintendent FAA Medical College & Hospital, Barpeta, Assam, PIN CODE: 781301,(or any other location earmarked by authority as per convenience, kindly to contact nodal officer MRU-FAAMC for further clarification) by the closing date and time stipulated above.
14. The bid documents are not transferable.
15. The undersigned is not bound to accept the lowest rate and reserve the right to reject or cancel the tender without assigning any reason whatsoever.
16. **The technical specifications mentioned in this document are not to be viewed as restrictive and should be considered as only indicative. The authority reserves the right to select equipments as per their choice even if the specifications are not exclusively mentioned in this document.**
17. **Performance record, brand value, number of present users, market reputation etc will also be considered while selecting the equipments.**
18. Bidders can quote for more than one model / brand / make against each item. But the technical specifications (in technical bid) and prices (in price bid) should be mentioned against each such model / brand / make separately. All documentation such as manufacturer authorization letter, warranty clause, extended warranty clause, AMC clause, CMC clause etc. should also be mentioned separately.(see 19 & 20 below)
19. **There should be clear mention of WARRANTY period and conditions.**
20. **There should also be clear mention of terms and conditions for**
 - a. **Extended warranty upto 5 years from date of installation after expiry of initial warranty period**
 - b. **Annual Maintenance Contract upto 5 years from date of installation, after expiry of initial warranty period**
 - c. **Comprehensive Maintenance Contract upto 5 years from date of installation, after expiry of initial warranty period**
21. For each and every equipment, bidder shall quote separately for Annual Maintenance Contract (AMC) till 5 (five) years after the expiry of the initial warranty period. Details like

- cost of labour, spare parts (if applicable), any taxation to be incurred (e.g. GST) etc. must be quoted separately.
22. For each and every equipment, bidder shall quote separately for Extended Warranty Period (EWP) till 5 (five) years after the expiry of the initial warranty period. Details like cost of labour, spare parts (if applicable), any taxation to be incurred (e.g. GST) etc. must be quoted separately.
 23. Bidder shall also have to quote Comprehensive Maintenance Contract (CMC) for 5 (five) years after the expiry of the initial warranty period. Details like cost of labour, spare parts (if applicable), any taxation to be incurred (e.g. GST) etc. must be quoted separately.
 24. Out of EWP, AMC, CMC and no maintenance contract, authority will opt for the most beneficial (for MRU-FAAMC) **one** in terms of cost, local necessity and **end users opinion** for any given particular equipment and the quoted cost will be added to the bid price during evaluation and preparation of the comparative statement.
 25. Supply order may be issued to the winning bidder or bidders for one time full list of equipment or part (multiple orders to same supplier within the validity period of quoted price) depending on schedule of installment from funding agency

Sd/-

Principal cum Chief Superintendent
FAA Medical College & Hospital
Barpeta, Assam.

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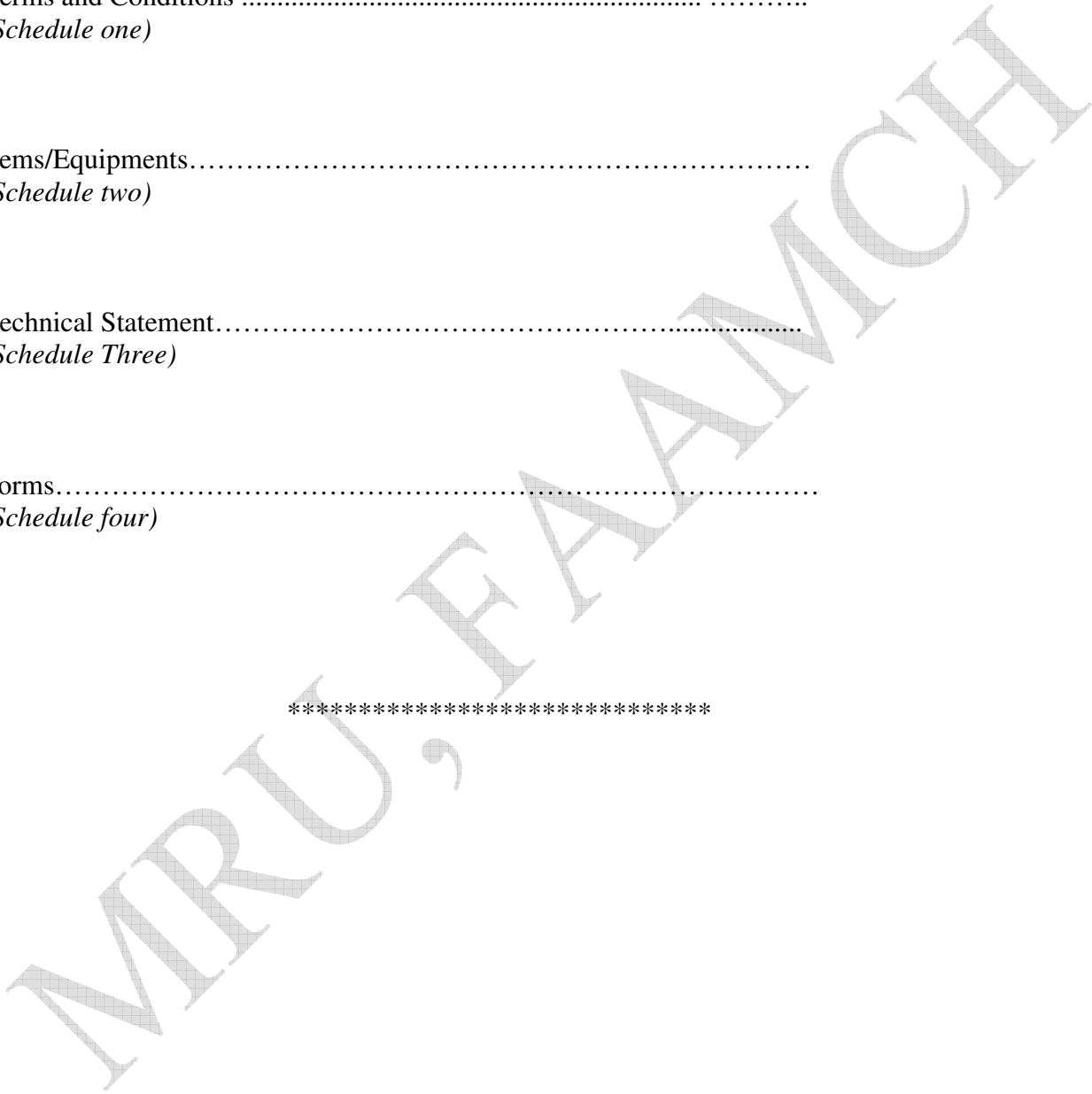
BIDDING DOCUMENT FOR SUPPLY AND INSTALLATION OF EQUIPMENT AT
MULTIDISCIPLINARY RESEARCH UNIT UNDER F.A.A. MEDICAL COLLEGE, BARPETA

Terms and Conditions
(Schedule one)

Items/Equipments.....
(Schedule two)

Technical Statement.....
(Schedule Three)

Forms.....
(Schedule four)



Schedule One (TERMS AND CONDITIONS)

1. This Invitation for Bids (National Competitive Bidding) is open to all eligible manufacturer and/or their accredited dealers. **Bid must be made for all equipments mentioned in this IFB (Schedule 2;Part I), otherwise will be considered non responsive/ incomplete and rejected out rightly.**
2. Bid must reach the office of the Principal cum Chief Superintendent, FAA Medical College & Hospital, Barpeta, Assam, PIN 781301, as in the date and time as stipulated in this Tender call or Invitation for Bid (IFB). A late Bid will not be accepted under any circumstances and for reasons whatsoever.
3. All Bids duly sealed must be addressed to the Principal cum Chief Superintendent, F.A.A. Medical College & Hospital, Barpeta, Assam, PIN 781301 and Tender Number, with Tender Name should be superscribed prominently in the covering envelope along with full name and address of the Bidder. Active contact number and email should also be legible below the address.
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, whether sent by post or by courier or by person are dropped in the Tender Box in the office of the Principal cum Chief Superintendent, FAA Medical College & Hospital, Barpeta, Assam, PIN 781301 within the stipulated date and time as mentioned in the IFB. The Principal cum Chief Superintendent, FAA Medical College & Hospital, Barpeta, 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” and “Duplicate”. The sealed bids viz. Original and Duplicate 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 and Duplicate 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 and Duplicate 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 i.e. Earnest Money Deposit (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) Bank Draft or Banker's Cheque in favour of Principal cum Chief Superintendent, F.A.A. Medical College & Hospital payable at Barpeta
 - b) Bank Guarantees (in the prescribed proforma given at **Annexure-X** issued by any of the scheduled banks).
- EMD of unsuccessful tenderers will be refunded within 30 days of award of order, upon application of refund by the tenderer. No interest will be paid on EMD amount.
21. Any bid from a bidder who fails to furnish EMD, not secured in accordance with clause 19 and 20 will be summarily rejected by the purchaser, as non-responsive.
- 22.. 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. 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 and supply order:**

- a. 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, that its bid has been accepted.
- b. Before selection of best bidder and award of Supply order, a tenderer/bidder needs to be Cleared / approved by the Negotiation Committee of MRU-FAAMC as per directive of Research Advisory Committee of MRU, FAAMC. All or few bidders or tenderers may be called upon (along with manufacturer's technical experts of concerned equipments) to attend meeting of Negotiation Committee of MRU-FAAMC (or any other committee empowered by authority of FAAMC for similar purpose) before finalization of winning bidder.
- c. **Later an appropriate Committee of MRU-FAAMC will convene and call up the winning bidder/or authorized person to hand over the Supply Order.**
- d. Supply order may be issued to the winning bidder one time full list of equipments or part (multiple orders to same supplier within the validity period of quoted price) depending on schedule of installments received from funding agency. In case of expiry of validity period or unwillingness of the supplier or any such adverse situation, purchaser deserves the right for retendering of one or more equipments from the list (Schedule two, part I)

31. **Signing of contract/Agreement:** On behalf of the purchaser MRU-FAAMC's authorized committee (Negotiation Committee as per above clause no 30 unless otherwise specified) will send/hand over the bidder the contract/agreement terms (Model form is provided in this bidding documents), incorporating all agreements between the parties (as per clause 30 above). The successful bidder shall sign and date the contract form provided in the document within 7 (Seven) days of receipt of supply order.

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-XII)

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 two Years. No interest is admissible on this amount during the holding period starting from date of signing of agreement. 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 en-cashed & 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 the form of Banker cheque or Demand draft/FD/STDR in favour of the Principal cum chief Superintendent, F.A.A. Medical College and Hospital payable at Barpeta, Assam. Alternatively Bank Guarantees (in the prescribed proforma given at **Annexure-XI**) issued by any of the scheduled banks will also be acceptable.

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 goods 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 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 equipment 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 in so far 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 period should be preferably two years followed by provision for extended warranty period/CMC/AMC. See clause no 56 under Schedule 1.**

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 appropriate higher authority under 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. If anything is found contrary, anytime during tendering, awarding of contract, execution of contract and subsequently too, purchaser deserve the right to cancel tender, contract or whatever action deemed fit without showing cause, as approved by appropriate authority. Legal measure will be sought in matters deemed fit.

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 Barpeta.

53. Payment Terms:

1. Source of Fund:

The FAA Medical College & Hospital has received a grant from ICMR/DHR, Govt. of India, and intends to apply a portion of this fund to eligible payment under the contract(s) for which this IFB is issued.

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 from the Nodal Person MRU-FAAMC office or anyone else from MRU FAAMC designated and authorized (as per direction of funding agency), is to be obtained in the body of the Invoice in triplicate.
- c. The original Challan Copy.
- d. Test certificates.
- e. Warranty certificates.
- f. Purchaser deserves the right for part payment in case of rescheduling or late arrival of installments from the funding agency.

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

- i. Demand Draft/Banker Cheque of Rs 1000 /= (One Thousand only) non-refundable, as tender processing fee
- ii. Document (Demand Draft or Banker Cheque or Bank Guarantee) confirming EMD amount
- iii. Up to date valid GST clearance certificate.
- iv. Up to date valid manufacturing license.
- v. GRN/TIN and PAN.
- vi. Literature/catalogue/leaflet in support of the tendered item.
- vii. Up to date dealer/ distributor certificate.
- viii. ISO/GMP and other quality certificate issued from competent authority.
- ix. 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 IV**)
- x. Annual Turn Over Statement for the last 3 financial years i.e. 2015-16, 2016-17 and 2017-18 in the specified format (**Annexure V**) certified by the Auditor/ Chartered Accountant.
- xi. Undertaking in the form at **Annexure-VI** confirming acceptance of all terms and conditions of the tender
- xii. An undertaking on fraud and corruption as per **Annexure-VII**.
- xiii. Manufacturer Authorization letter similar to format enclosed at **Annexure-VIII**.

- xiv. 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.
- xv. The bidders shall duly fill in the agreed terms and conditions as per **Annexure IX**.

55. Additional Terms and Conditions:

- a) Total monetary value of similar nature of work performed/equipments supplied 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.
- 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. Extended Warranty and Maintenance Contract:

- a) **Bidder shall quote for Extended Warranty (EW), Comprehensive Maintenance Contract (CMC) as well as Annual Maintenance Contract (AMC) separately for upto 5 years after the expiry of the initial warranty period periods, against of each item. Detail break up including cost of labour, spare parts (if applicable) any taxation (GST etc) must be provided.**
- b) **Provisions and conditions for EW, CMC and AMC must accompany (as a whole or individually with every item in the turn key list).**
- c) **The Purchaser will choose one amongst EW, CMC, AMC or no maintenance contract based on factors like performance record of the equipment, end users opinion, fund position etc. and the cost to be incurred will be added to the bid price during evaluation and preparation of the comparative statement.**

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 Bank:.....

Address of the Purchaser/Paying authority:

Principal cum Chief Superintendent
FAA Medical College & Hospital
Barpeta, Assam, District: Barpeta
PIN CODE: 781301
Telephone (Office): 03665-252081

Consignee:

Principal cum Chief Superintendent
FAA Medical College & Hospital
Barpeta, Assam, District: Barpeta
PIN CODE: 781301
Telephone (Office): 03665-252081

Installation site:

MRU Project Site
Ground Floor and First floor of Basic Science Building
FAA Medical College & Hospital
Barpeta, Assam, District: Barpeta
PIN CODE: 781301

Terms of Delivery:

F.O.R. Destination
Basic Science Building
FAA Medical College & Hospital
Barpeta, Assam, District: Barpeta
PIN CODE: 781301

End of Schedule One

Schedule Two

(REQUIRED ITEM/EQUIPMENTS)

Sl. no	Item/Equipment	Quantity Required
01	Refrigerated Centrifuge	01 no.
02	Non-refrigerated Centrifuge	01 no.
03	ELISA READER	01 no.
04	ELISA WASHER	01 no.
05	Single Channel Micropipette	01 no.
06	Multi Channel Micropipette	01 no.
07	Incubator Shaker	01 no.
08	Liquid N ₂ storage Tank	01 no.

Part II: Required Technical Specifications of equipment:

IT SHOULD BE UNDERSTOOD THAT THE TECHNICAL SPECIFICATIONS ARE NOT LIMITED TO THOSE MENTIONED HERE AND PURCHASER RESERVES THE RIGHT TO OPT FOR ITEM WITH OPTIMUM, BETTER AND LATEST SPECIFICATIONS AS SUITABLE FOR USE IN THE MRU PROJECT. THE TECHNICAL SPECIFICATIONS MENTIONED BELOW ARE TO BE VIEWED AS INDICATIVE RATHER THAN RESTRICTIVE.

See Annexure XIII for details

Please Note:

1. Bidder must affix 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 or pendrive or any other memory device to be returned later) of Technical Bid (only technical specifications/details of the equipment 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. Files in CD/memory device should be in PDF as well as MS-Word format.**
3. All the materials should be well packed to avoid any breakage during transit.
4. The responsibility for providing after-sales service would rest on the Principal Equipment Supplier.

5. The Principal Equipment Supplier 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 Principal cum Chief Superintendent, FAA Medical College & Hospital, payable at Barpeta.

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.**

10. Installation site: As mentioned in schedule one.

11. Delivery / installation / commissioning period: Maximum Forty five (45) days. However, Bidders may quote earliest delivery / installation / commissioning period.

Part III: Scope of incidental services

A. Installation, Commissioning, Demonstration, on-site training, Performance Supervision of on-site assembly, Start-up of the supplied equipment.

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 equipment are to be provided by the successful bidder.

D. Technical information as well as expertise must be made available in preparation and subsequent updating of SOPs of all equipments.

PART IV: Terms of delivery

The equipments have to be delivered at the site of the following Institution:

MRU Project Site

First Floor and Ground Floor of Basic Science Building FAA Medical College & Hospital, Barpeta, Assam, District: Barpeta, PIN CODE: 781301

The periodic requirement 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.

End of Schedule Two

Schedule Three

(TECHNICAL STATEMENT)

(To be filled up by Bidders as per format given below)

Sl. No.	Item	Detailed Technical Specification (Separately for different models/brands/ make)	Warranty	CMC (For upto 5 years)	Extended Warranty (For upto 5 years)	AMC (For upto 5 years)
1.						

Note: Prospective bidders might be called up to demonstrate their product in front of the MRU- FAAMC Equipment purchase committee (or any expert sub-committee empowered by it) during the time of technical evaluation. It is therefore advisable to depute some senior most staffs during the time of technical evaluation and at the time of price bid opening, (or any other time as fixed by the authority of FAAMC) who can reply satisfactorily all the queries of the expert(s).

End of Schedule Three

Schedule Four
(TENDER FORMS)

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 Hon'ble Governor of Assam
Through the Principal cum Chief Superintendent
FAA Medical College & Hospital, Barpeta

Sir

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 15 (Fifteen) 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 of2015

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 Including Ex-cise Duty [a+b+c + d+e+f]	Total Price Including Excise Duty 4x	Sales and other Taxes/ duties Payable, if Contract is awarded
				Exfactory/ Ex-warehouse/ Ex-showroom/ Off-the shelf (a)	Excise Duty (if any) (b)	Packing and Forwarding (c)	Inland Transpotation (d)	Insurance and Incidental costs (e)	Inci dental Services (including supervision) (f)			
1	2	3	4	5						6	7	8

Total bid price in Rupees:.....

In words:.....

Signature of bidder

Name.....

Business Address.....

.....

.....

Place:.....

Date:.....

Please Note:

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

Annexure – IV

**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:

No.	Name	Designation	Age	Residential Address

12. Has the bidder ever been black-listed by any govt. agency? If yes, give details

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

** (Any wrong information will invite immediate rejection of tender proposal and further legal action as applicable)

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 _____

Place:

Name of the bidder _____

Address of the bidder _____

ANNEXURE-V

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 in Lakhs (Rs)
1.	2015-16 -	
2.	2016-17 -	
3.	2017-18 -	

Total: Rs. _____ Lakhs.

Average turnover per annum: Rs. _____ Lakhs.

Date:

Signature of Auditor/

Seal:

Chartered Accountant
(Name in Capital)

Annexure-VI

UNDERTAKING

To

The Hon'ble Governor of Assam
Through the Principal cum Chief Superintendent
FAA Medical College & Hospital, Barpeta
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 possible 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 Principal cum Chief Superintendent of FAA Medical College & Hospital, Barpeta (hereinafter referred to as the Principal) 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

MARU, FAAMCH

ANNEXURE-VII

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

Signature of Proprietor/Partner/Director
Designation

Seal

MRU, FAAMCO

Annexure-VIII

MANUFACTURERS' AUTHORISATION FORM

To

The Hon'ble Governor of Assam
Through the Principal cum Chief Superintendent
FAA Medical College & Hospital, Barpeta
Dear Sir,

IFB No:.....Dated:.....

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 Nofor 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 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)

Please 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-IX

AGREED TERMS & CONDITIONS

IFB No. _____ Dated _____

A. Details of Bidder

Bidder

Offer Ref

Contact Person:

Telephone No.

Signature:

Fax No.

E-mail:

B. Definitions

1. "Purchaser" means The Principal cum Chief Superintendent FAA Medical College & Hospital, Barpeta, or his/her authorized representative, on behalf of The Hon'ble Governor of Assam.
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 FAA Medical College 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	Vendor's Confirmation (Confirmed/Noted/Deviation/furnished separately)
	C. Technical	
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.	
	D. Commercial	
1	1.It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2	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/GST, 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 percentage 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) Confirm that the quoted prices shall remain firm & fixed till complete execution of the order. 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 3rd 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-X

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, 2010.

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 Authorized Bank Official

Seal

Date.....

Place.....

Witness.....

.....

(signature, name and address)

Annexure-XI

PERFORMANCE SECURITY FORM (BANK GUARANTEE)

To

The Hon'ble Governor of Assam

Whereas.....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No.....dated.....2014 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-XII

CONTRACT FORM

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

This agreement made theday of..... 2015 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:

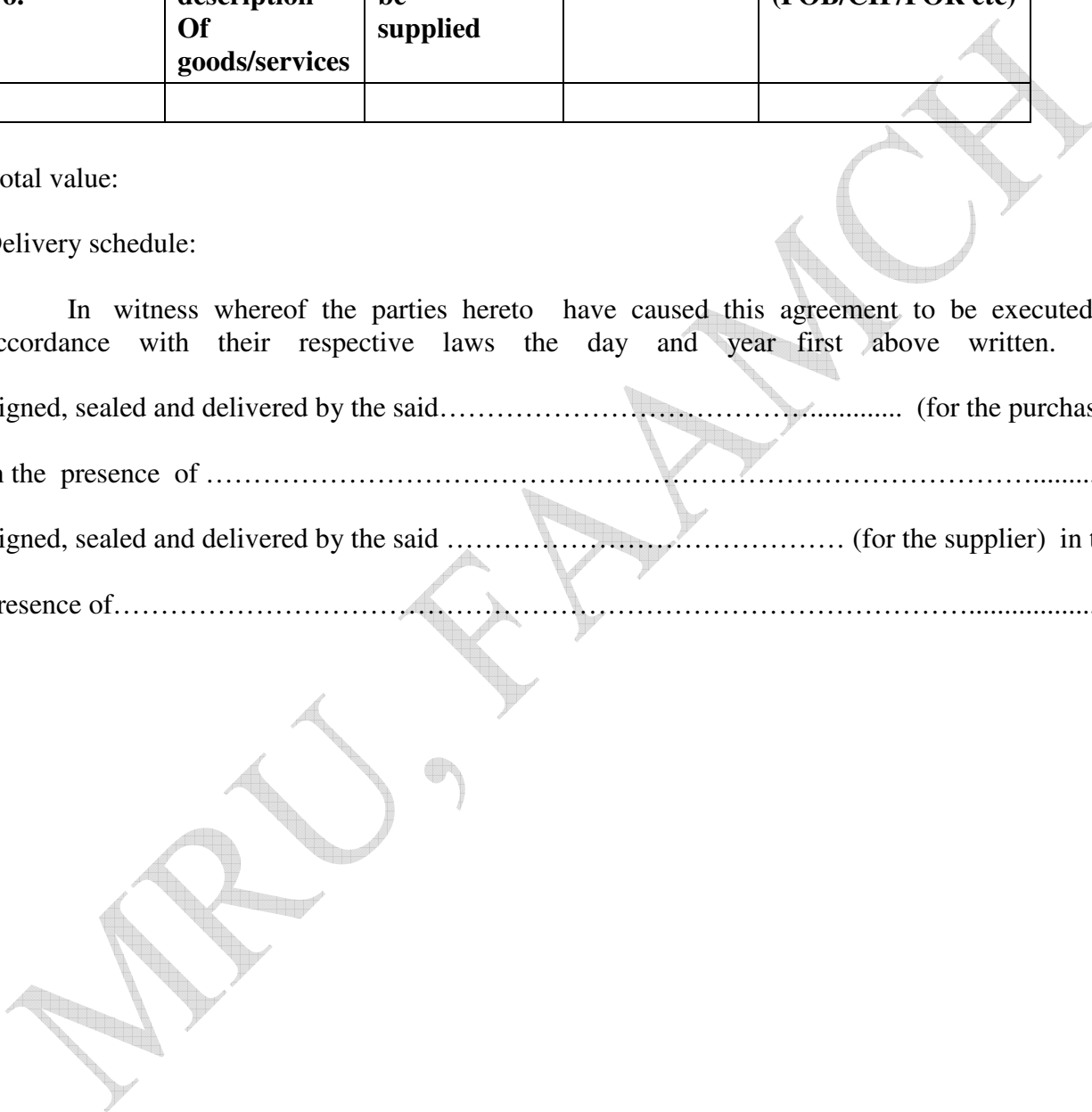
In witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

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.....



ANNEXURE -XIII

Sl. no	Item/Equipment	Specification (Indicative only)
01	Refrigerated Centrifuge	<p>General: Tender is invited from reputed original manufacturer or their authorized agents/dealers only. Information regarding installation in India and satisfactory service and maintenance may be forwarded with all the details for verification.</p> <p>Technical: <u>International brand with good market reputation or Indian make with international quality standard is a must.</u></p> <ul style="list-style-type: none"> * Centrifuge should have Maximum Rotational Speed : 17500 rpm or better * Centrifuge should have Relative Centrifugal Force (rcf): 30,130 x g or better * Centrifuge should have Rotor option for 1.5/2.0 ml, 15 ml, 50 ml, cryovials, PCR/Deepwell plates/MTP. * Temperature Settings:-11°C to 40°C or better. * Fast Temperature function for rapid cooling of the rotor and rotor chamber. * Unique rotor lid with “click lock” system for fast and reliable lid locking. * Continuous cooling following centrifugation process * Short spin with a single button. * SOFT brake functions for slow acceleration and breaking. * Acceleration time to max. rpm - 15 s or better * Braking time from max. rpm - 16 s or better * ECO shut-off of compressor after 8 hours of non usage - reducing energy consumption * With both time and speed display, speed and centrifugal force can be converted. * Noise level with rotor : < 51 dB(A) or better * Power supply : 230V/50-60Hz * Programming facility: Program up to 50 programs or better * Auto balancing in situation of minor imbalance * Water drainage facility to eliminate water accumulation. <p>Following rotors should be provided along with the system</p> <ul style="list-style-type: none"> * Rotor for 1.5 ml/2 ml with max speed 17,500 rpm should be provided. * Rotor for 18 X Cryovials with max speed 8000 rpm or better. * Swing-out bucket rotor for MTP, PCR and Deepwell plates. * Rotor for 6 X 15/50 ml conical tubes with max speed of 7600 rpm or better.
02	Non-refrigerated Centrifuge	<p>General: Tender is invited from reputed original manufacturer or their authorized agents/dealers only. Information regarding installation in India and satisfactory service and maintenance may be forwarded with all the details for verification.</p> <p>Technical: <u>International brand with good market reputation or Indian make with international quality standard is a must.</u></p> <ul style="list-style-type: none"> • Elegant and high standard laboratory design.

		<ul style="list-style-type: none"> • Compact Centrifuge should have max speed of 4,400 rpm or better • Max RCF 3000 X g • Acceleration and deceleration time should be less than 25 s • Timer should be 0 to 99 mins • Noise level should be < 51 dB(A) or better • Power Supply of 110V- 240 V, 50/60 Hz • Should have low access height for easy loading and unloading of samples • Should have digital display and easy to operate • SOFT brake functions for slow acceleration and breaking. It should be optimized for cell separation by gradient centrifugation • At set RPM function starts time counting when selected speed is reached for reproducible centrifugation runs • With both time and speed display, speed and centrifugal force can be converted. • Short spin with a single button. • Rotor chamber should have accidental changes • Electronic imbalance for maximum safety • Lid opens automatically at the end of the run to prevent sample warming and allow easy access to samples • Safe and convenient to use and CE complaint. <p>Following rotor/rotors should be provided along with the system</p> <ul style="list-style-type: none"> • One Swing out round bucket rotor with <ul style="list-style-type: none"> – Adaptor for blood collection tube 2.6-7 ml X 16 no's ; – Adaptor for conical tube 15ml X 8 no's; – Adaptor for conical tube 50ml X 4 no's – Adaptor for conical tube 1.5-2.0 ml X 8 no's
03	ELISA Reader	<p>General: Tender is invited from reputed original manufacturer or their authorized agents/dealers only. Information regarding installation in India and satisfactory service and maintenance may be forwarded with all the details for verification.</p> <p>Technical: <u>International brand with good market reputation or Indian make with international quality standard is a must.</u></p> <ul style="list-style-type: none"> • <u>Wavelength range:</u> 400–750 nm or better • <u>Filters:</u> Four standard filters 405nm,450nm,490nm,620nm and two optional filters 690nm, 750nm must be present. • <u>Photometric range:</u> 0.0–3.5 OD • <u>Linearity:</u> ≤1.0% from 0.0–2.0 OD; ≤2.0% from 0.0–3.0 OD • <u>Accuracy:</u> ±1.0% or 0.010 from 0.000–3.000 OD at 490 nm • <u>Precision:</u> 1.0% or 0.005 OD from 0.0–2.0 OD; 1.5% from 2.0–3.0 OD • <u>Resolution:</u> 0.001 OD • <u>Filter wheel capacity:</u> 8 • <u>Plate shaking:</u> 3 speeds: low, mid, high; duration: 0–999 sec • <u>Measurement time:</u> For single wavelength & dual wavelengths- 6 sec and 8 sec respectively (Single or dual wave length measurement with facility for kinetic measurement.)

		<ul style="list-style-type: none"> • <u>Data storage</u>: Calendar/clock function; 64 Assay Protocols (Storage of immediately preceding measurement). • Flexible configurations with ability to read flat-, U-, or V-bottom 96 well micro plates or 8- or 12-well strip plates • 8-12 measurement channels including 1 reference channel • In-Built thermal Printer. • Automatic calibration before each reading • Variable-speed plate-shaking capability • Easy-access 8-position filter wheel with 4 standard filters • Data and protocol presentation on LCD display • Onboard data storage of protocols, standard curves, and graphs • Self-diagnostic capabilities to detect lamp burnout at startup • Motorized door for plate loading • Accessories: Spare lamp 2 No's, ELISA plate(96 wells)- 2 pkts/box, 8 well strips- 2 pkts <p>Software specification:</p> <p>High-Throughput Analysis and Reporting</p> <ul style="list-style-type: none"> • Running of 12 separate assays on the same plate • Optional automatic printing upon completion of measurement • Multiple-plate processing with automated data export • Custom reporting function that provides one-button screening for predefined assays, such as for TSE Comprehensive Curve-Fit Analyses • Linear, quadratic, cubic, or logistic (4-parameter) fit types • Linear or logarithmic automatic axis scaling • External standard curves for multiple plates • Curve-fit graph overlay for comparison <p>Performance verification parameters should include:</p> <ul style="list-style-type: none"> • Accuracy • Precision • Linearity • Spectral blocking <p>Complex Kinetic Analyses</p> <ul style="list-style-type: none"> • Choice of number of calculation points for Vmax • Simple velocity calculation • Negative or positive slope calculation • Absorbance limit selection • Kinetic correlation coefficient display and calculation for fit (r value) • Real-time data acquisition display and ability to zoom in on a well • Automatic scaling and real-time monitoring
04	ELISA Washer	<p>General: Tender is invited from reputed original manufacturer or their authorized agents/dealers only. Information regarding installation in India and satisfactory service and maintenance may be forwarded with all the details for verification.</p> <p>Technical: <u>International brand with good market reputation or Indian make with international quality standard is a must.</u></p>

		<ul style="list-style-type: none"> • Compatible Microplate ELISA washer with 8 channel manifold • Residual Well volume: below 2ul per well • Soak Time: 0-9.9 sec in strip mode, 0-59 min in plate mode • Optional manifold: 12- way • Storage capacity: 75 kits • Compatible plate types: Any flat, U-, or V- bottom 96-well plate • Operating temperature: 15-30 degree C • Programmable horizontal and vertical needle positions (accurate to within 0.1 mm) to support bottom washing, crosswise aspiration, and overflow washing • Easily accessible for cleaning and maintenance • Removable and autoclavable plate carrier • Aerosol protection cover • Preprogrammed disinfection protocol
05	Single Channel Micropipette	<p>General: Tender is invited from reputed original manufacturer or their authorized agents/dealers only. Information regarding installation in India and satisfactory service and maintenance may be forwarded with all the details for verification.</p> <p>Technical: <u>International brand with good market reputation or Indian make with international quality standard is a must.</u></p> <ul style="list-style-type: none"> • Variable volume micropipettes featured with built-in tip ejectors. • Compatible with universal tips. • The Pipettes should have ergovisio display with increased visibility of numbers on black background. • High chemical and UV resistance • The Pipettes should have double-action pipetting button • The Pipettes should have super blow-out piston with volumes of 50 µL and below to ensures delivery of micro-size drops • The Pipettes should be fully autoclavable for dependable contamination prevention • The Pipettes should have ID tag space for personal markings; blank tags supplied with the pipette Ergonomics • The Pipettes should have extremely light and smooth plunger action to reduce the risk of Repetitive Strain Injury (RSI) • The Pipettes should have soft-touch tip ejector reduces the tip ejection forces by up to 50% • The Pipettes should have wide and supportive finger rest for comfortable pipetting • Proper pipette stand, tips box should be provided along with the pipette set. <p>The Single channel Micropipette set must contain the following range 0.2-2 µL, 2-20uL, 20-200 µL, 100-1000 µL; 10-100 µL</p>
06	Multi Channel Micropipette	<p>General: Tender is invited from reputed original manufacturer or their authorized agents/dealers only. Information regarding installation in India and satisfactory</p>

		<p>service and maintenance may be forwarded with all the details for verification.</p> <p>Technical: <u>International brand with good market reputation or Indian make with international quality standard is a must.</u></p> <ul style="list-style-type: none"> • Multichannel micropipette with 8 channels. • Compatible with universal tips. • High chemical and UV resistance • Variable volume micropipettes featured with built-in tip ejectors. • The Pipettes should have ergovisio display with increased visibility of numbers on black background. • The Pipettes should have double-action pipetting button • The Pipettes should have super blow-out piston with volumes of 50 µL and below to ensures delivery of micro-size drops • The Pipettes should be fully autoclavable for dependable contamination prevention • The Pipettes should have ID tag space for personal markings; blank tags supplied with the pipette Ergonomics • The Pipettes should have extremely light and smooth plunger action to reduce the risk of Repetitive Strain Injury (RSI) • The Pipettes should have soft-touch tip ejector reduces the tip ejection forces by up to 50% • The Pipettes should have wide and supportive finger rest for comfortable pipetting • Proper pipette stand, tips box should be provided along with the pipette set <p>The Multi channel Micropipette set must contain the following range 1-10 µL , 10-100 µL , 30-300 µL</p>
07	Incubator Shaker	<p>General: Tender is invited from reputed original manufacturer or their authorized agents/dealers only. Information regarding installation in India and satisfactory service and maintenance may be forwarded with all the details for verification.</p> <p>Technical: <u>International brand with good market reputation or Indian make with international quality standard is a must.</u></p> <ul style="list-style-type: none"> • Build: Double walled body with inner chamber of stainless steel -316 grade (GMP model) and external body of stainless steel-304 grade (GMP model). • Powerful fan motor for forced air circulation to maintain uniform conditions inside chamber. • Rounded inner chamber for hassle-free cleaning. • Temperature Range & Accuracy: 5°C above ambient to 60°C, ± 0.5°C • Internal Volume (Liters): 215 • Platform Size: 580mm x 600mm • Universal shaking platform. • Additional tray (non-shaking) to store samples/media. • Maximum Shaking Capacity (Volume x No. of flasks): 100ml x 49, 150ml x 49, 250ml x 33, 500ml x 24, 1000ml x 15, 2000 ml x 9 • Shaking Speed range (RPM): 20 to 250 • Shaking Amplitude: 25 mm

		<ul style="list-style-type: none"> • Internal Dimensions W x D x H (mm): 660 x 765 x 650 • External Dimensions W x D x H (mm): 800 x 1150 x 1300 • Temperature control: Microprocessor with PT-100 sensor • Display: 4" LCD Screen, Large size Display for ease of reading. Display of shaking speed and temperature. 24 hours temperature recording in histogram format. • Power Failure Alarm: Audio Visual Alarm • Door Open Alarm: Audio Alarm in case door opens for over one minute • Temperature Variation Alarm: Set Temperature $\pm 2^{\circ}\text{C}$, Audio Visual Alarm • Illumination: Fluorescent Lamp (8 watt) • Insulation (CFC free polyurethane foam): 70 mm minimum for Body & 80 mm for Door • Noise Level: Less Than 65 db (A) • Electrical: 220-240 volts, 50Hz, Single Phase
08	Liquid N₂ storage Tank	<p>General: Tender is invited from reputed original manufacturer or their authorized agents/dealers only. Information regarding installation in India and satisfactory service and maintenance may be forwarded with all the details for verification.</p> <p>Technical: <u>International brand with good market reputation or Indian make with international quality standard is a must.</u></p> <ul style="list-style-type: none"> • Volume must be 30 liter (minimum) to 45 liters (maximum) • Easy handling and durable. • Insulated and vacuum jacketed. • Evaporation loss rate should be minimum and should be indicated in the quotation. • Static holding time of 120 days. • Temperature uniformity: Sample are stored below -184 degree C even when liquid nitrogen remains quite low in the vessel. • Storage tank should contain stainless steel racks to accommodate cryo boxes which together should accommodate at least 450 to 650 of 1.5 ml/2 ml cryo vials or better. • Integral caster base or additional wheeled accessory cart is preferred for easy movement of the unit. • Should have lockable lid • System should have an automated low level alarming system. • Should include additional 20 to 25 liter liquid nitrogen can with canisters for refilling purpose. • Must have CE certification.