



**OFFICE OF THE MANAGING DIRECTOR
ASSAM MEDICAL SERVICES CORPORATION LIMITED
Central Drug Ware House Campus, Patherquery, Narengi,
Guwahati, Assam-781026**

**REQUEST FOR PROPOSAL FOR HIRING OF
TRANSPORTER FOR DISTRIBUTION OF
CONSIGNMENTS IN DIFFERENT HEALTH
INSTITUTIONS IN THE STATE OF ASSAM
(NATIONAL COMPETITIVE BIDDING)**



**NOTICE INVITING RFP
(REQUEST FOR PROPOSAL)
(NATIONAL COMPETITIVE BIDDING)**

**No: AMSC-ADMNOVHCL/1/2023-IT LOG-AMSC/I/177569
(ECF No: 299195)**

Dated: 19/05/2023

Assam Medical Services Corporation LTD (**AMSC**) invites online proposals to shortlist and engage a suitable Transporter for Distribution of Consignments in different Health Institutions in the State of Assam for a period of **Six (6) Month** on as and when required basis.

Sl. No.	Key Events	Date, Time & Venue
1	Date of publication of RFP:	19/05/2023 at 18:00 hrs
2	Availability of RFP Document	Website: https://assamtenders.gov.in/
3	Last date of submission of pre bid queries:	24/05/2023
4	Pre bid meeting Date & Time	26/05/2023 at 12:00 hrs
5	Start Date & Time for online submission of Bid and Offline Submission on Hard Copies	01/06/2023 from 12:00 hrs
6	End Date & Time for online submission of Bid and Offline Submission on Hard Copies	08/06/2023 from 12:00 hrs
7	Date & Time for opening of Technical Bid	08/06/2023 from 15:00 hrs
8	Address for Communication	Office of the Managing Director, Assam Medical Services Corporation Limited, Assam. Address: Central Drug Ware House Campus, Patherquery, Narengi, Guwahati, Assam-781026 Email id: md-amscl@assam.gov.in
10	Processing fee of the RFP Document	Rs 2000/- (Rupees Four Thousand only) through Online Payment Procedure available in https://assamtenders.gov.in/ .

**-sd/-
Managing Director
AMSC, Assam**

1. INSTRUCTIONS TO BIDDERS

A. Introduction

Assam Medical Services Corporation (AMSCL) was incorporated under the Companies Act 2013 on 22nd June, 2016. The primary objective of AMSCL is to act as the central procurement agency for procurement of essential drugs, surgical, consumables & equipment etc. on behalf of all the directorates/ body/agency/mission under Health & Family Welfare Department& Medical Education & Research Department of Government of Assam, This objective extends to any other directorate/body/agency/mission that may be created under the Health & Family Welfare Department & Medical Education & Research Department of Government of Assam

B. Objective

Assam Medical Services Corporation intends to engage a suitable Transporter for Distribution of Consignments in different Health Institutions in the State of Assam for a period of **Six (6) Month** (mutually extendable by six (6) month) on as and when required basis.

C. General Instructions

- i. The bidders are instructed to read the complete bid document beforehand carefully and then prepare and submit the bid in advance to avoid any bottlenecks, whatsoever, in the last minute of submission.
- ii. It is expected from all bidders that they will ensure that documents to be used in bid submission are processed through reliable and responsible person/official. The person/official who shall be authorized by the bidder to submit the bid using the digital signature is a person of integrity to ensure that the confidentiality of your bid submissions including rates is maintained till the time the bid is opened.
- iii. Bidders not fulfilling the eligibility criteria as set out in the bid document should abstain from participating in the bidding process, as their bid shall be rejected and not considered for further evaluation.
- iv. Prospective bidders are requested to submit their suggestions and queries, if any, for clarifications, with respect to any matter covered in the RFP document, in writing or by e-mail at least two days prior to the scheduled date of pre-bid meeting to facilitate timely

- compilation and compliance of queries by the concerned authority.
- v. The RFP documents shall only be available online, which can be downloaded from the official website: <https://assamtenders.gov.in/>.
 - vi. Earnest Money Deposit amount as specified in the relevant clause of the RFP Document should be submitted along with the RFP. Non-submission of EMD shall amount to rejection of RFP.
 - vii. At any time prior to the date of submission of RFP, the Tender Inviting Authority may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by issuing a corrigendum in the e-tender portal. However, in case of any major changes in the RFP terms and conditions, reasonable time shall be allowed post modification for the bidders to respond. Corrigendum shall be published in the e-tender portal and prospective bidders are advised to check the e-tender portal on regular interval to keep abreast of any changes.
 - viii. Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
 - ix. The Technical Bid should be uploaded on the official website: https://assamtenders.gov.in.
 - x. This RFP will be governed by Assam Public Procurement Act, 2017 & Assam Public Procurement Rules, 2020.

D. Earnest Money Deposit (EMD)

- i. EMD shall be @ Rs 4,00,000/- (Rupees Four Lakhs only). Without minimum EMD, a bid will not be considered at all. STARTUPS registered in Assam and has obtained My Assam STARTUP ID (MASI) only will get 50% exemption from payment of Earnest Money.
- ii. Online Payment Procedure as follows:
 - a) A Bidder shall login to <https://assamtenders.gov.in> using his/her login ID and password.
 - b) Bidder shall initiate payment of pre-defined RFP Processing Fees / Bid Security/EMD for that RFP by selecting "Pay Online" option and choose payment option as SBI Bank.
 - c) After accepting the Terms & conditions, system will redirect to State Bank Multi Option Payment System (SBMOPS) to choose mode of online payment from either Internet Banking or NEFT/RTGS.
 - i. Internet banking from any Banks listed at (SBMopS):
Step 1: After selecting the desired Bank for online fund transfer under Net Banking section at SBMOPS on e-Procurement portal, bidder shall be redirected to the login page of the selected Bank to complete the

payment procedure.

Step 2: Bidder shall receive a confirmation message regarding success/failure of the transaction.

Step 3: If the transaction is successful, system will allow that bidder to submit his/her bid.

Step 4: If the transaction is failure, the bidder shall have to try again for payment from Step 1.

ii. **NEFT/RTGS in case of offline payment from any Bank :**

Step 1 : After selecting the NEFT/RTGS option under other payment Mode section at SBMOPS on e-Procurement portal, the bidder shall get NEFT/RTGS form with beneficiary details.

Step 2 : Bidder has to transfer fund according to the information available in the system generated NEFT/RTGS form under his/her login against any particular RFP. Transfer of fund to any other account details will not be considered.

Step 3 : Once payment is made, the bidder should go back to e-Procurement portal (<https://assamtenders.gov.in>) after sufficient time (generally 4 hours after actual transaction) to reflect the NEFT/RTGS information from the issuer Bank to e-procurement portal, in order to verify the payment made and complete the bidding process.

Step 4 : If verification is successful, the system will provide confirmation and allow to submit the bid.

Step 5: If the payment verification is unsuccessful even after sufficient time has elapsed, it indicates that the transaction has failed in which case the amount will be returned to the source account from where it was debited.

- iii. Any Bid submitted without sufficient EMD amount will be summarily rejected. The EMD will be forfeited, if a bidder withdraws its bid after last time and date fixed for receiving bids or in case of a successful bidder, if the bidder fails within specified

time to sign the Contract Agreement or fails to furnish performance security deposit.

E. Bid Validity

- i. Bids shall remain valid for acceptance for a period of 180 days after opening. Bids with shorter validity shall be rejected. Tender Inviting Authority may solicit bidders' consent for an extension of validity period. A bidder may refuse extension request without forfeiting the bid security.

2. ELIGIBILITY CRITERIA

A. Constitution of the Bidder

- i. Bidder shall be an **entity registered** under relevant law in India.
- ii. The Bidder should have registered office in the State of Assam.

B. Turnover Criterion

- i. **Average Annual Turnover of the bidder in the last three financial years 2020-21, 2021-22 & 2022-23 shall not be less than Rs 1.00Cr. & the average annual turnover certificate should be certified by CA with UDIN.**
- ii. Explanatory Note: In case of merger/amalgamation/transfer of business/transfer of assets etc. of a bidding firm affects the bid condition relating to Turnover in preceding years, the eligibility of a bidder in this regard shall be ascertained by the Tender Committee on the basis of the relevant statutory documents submitted along with the bid and the decision of the Tender Committee shall be final and binding.

C. Work Experience

- i. Bidder should have at least minimum 3 years of work experience in providing Transport Service in public sector including Government / Semi-Government Agencies, Public Sector Undertakings, Urban Local Bodies, etc.
- ii. Bidder should have successfully executed at least 1 (One) similar contract in each year during last three financial years for providing Transport Service to any client in public sector including Government / Semi-Government Agencies, Public Sector Undertakings, Urban Local Bodies, etc.
- iii. The Transporter should have at least 15 different types (Carrying Capacity) of goods carrying vehicles (minimum 1 vehicle of each

type as per Annexure-IX) of his own or leased from other parties. Minimum 15 numbers of goods carrying vehicle should be available with the Transporter.

D. Debarment and Blacklisting

- i. Bidder is not eligible to participate for bidding which is blacklisted or debarred by any State/UT Government /Central Government / other Govt. Procurement Agencies

E. Registration

- i. The Bidder should have registration with appropriate authorities as required for running a Transport Service, including Income Tax and GST Authorities.

3. PREPARATION AND SUBMISSION OF BID

A. Techno-commercial Bid

- i. Bidders are required to submit online bid through e-Tender portal <https://assamtenders.gov.in>.
- ii. EMD shall be @ Rs 4,00,000/-. Without EMD, a bid will not be considered at all. In case of EMD, Online Payment Procedure is to be followed as mentioned above.
- iii. Documentary evidence regarding constitution of the bidding firm such as Certificate of Incorporation, Memorandum& Articles of Association, Partnership Deed etc. with details like Name, Address, Telephone Number, Fax Number, E-mail Address of the firm with names of the Managing Director / Partners / Proprietor.
- iv. Attested photocopy of Copy of the Contract (at least 1 (One) similar contract in each year) for providing Transport Service in last three financial years in public sector including Government / Semi-Government Agencies, Public Sector Undertakings, Urban Local Bodies, etc.
- v. Documentary evidence of heaving minimum 15 numbers of goods carrying vehicles of different types (Carrying Capacity).
- vi. Attested photocopy Power of Attorney, Resolution of Board, etc., authorizing an officer of the bidding firm to submit the bid on their behalf should be enclosed along with the Bid. Such power of attorney holder is only authorized to sign and submit the bid documents.
- vii. Authorization Letter nominating an officer of the Bidder to transact

the business with AMSCL, ASSAM, if the officer is different from the above Para, shall also be enclosed.

- viii. Undertaking in the form at **Annexure- I & Annexure- II**.
- ix. Annual Turnover Certificate in last 3 (three) financial years i.e., 2020-21, 2021-22 & 2022-23 in the format as given in Annexure-III and duly certified by the Auditor/Chartered Accountant. Attested copies of audited “Profit & Loss Statement” and “Balance Sheet” must be submitted along with the Annual Turnover Certificate as issued by the Auditor/Chartered Accountant for the corresponding period as per **Annexure-IV & Annexure-V**.
- x. Copy of the GST Registration Certificate and PAN Card shall be submitted along with the bid to you.
- xi. Undertaking on fraud and corruption in the format at **Annexure-VII**.
- xii. The RFP document serially numbered sealed and signed by the Bidder or by duly authorized power of attorney holder in all pages with office seal.
- xiii. A Checklist (**Annexure-VIII**) for the list of documents enclosed with their page number. The documents should be serially arranged as per this **Annexure-VIII** and should be securely tied or bound.

4. SCOPE OF WORK AND SERVICE TO BE PROVIDED

- i. The Transport service is required to distribute the Drugs/ Equipment or any other materials from the Central Drug Warehouse/ Regional Drug Warehouses/ District Drug Warehouses/health Institutions located at various districts to the other district warehouses/Health Institutions etc. within the state of Assam.
- ii. The Transporter will have to provide different types (capacity) of vehicles. The contract shall be initially for a period of **Six (6) Months**, which may be renewed for another six (6) month with the mutual consent of both the parties.
- iii. The vehicle should be provided within 24 hours of issue of the work order as and when required depending upon the emergent situations to send health materials (including drugs, surgical, equipment, goods, IEC-materials) to the desired destinations.

- iv. In case of emergency, the transporter should provide the vehicle within short notice of 1-2 hours.
- v. If the Service Provider fails to execute the order within the prescribed timeline of 24 hours, then a penalty of Rs 1500/- per day will be imposed. If the Service Providers fails to provide the services within the stipulated time period continuously for 3 Work Orders then AMSCL may terminate the contract with forfeiture of PBG.
- vi. The vehicle provided by transporter must have: -
 - Valid driving license of the driver who will drive that vehicle.
 - Valid Registration Certificate (R.C.) of vehicle.
 - Valid Insurance Certificate of vehicle.
 - Valid fitness Certificate of vehicle.
- vii. The transporter shall be solely responsible for organizing road permit, wherever required for transportation of goods.
- viii. The transporter will make arrangement of “Transit insurance” of drugs/goods/equipment. etc. The value of goods to be transported will be indicated by AMSCL.
- ix. The transporters will take utmost care to deliver the goods to the consignee without any damage / shortage or losses.
- x. In the event of any reported damage /shortage/losses/non-delivery of the consignment, AMSCL shall recover the cost towards such damages / shortage/losses/ non-delivery from the transporters pending bill/ credit balance or security deposit or from any other sum, which is due to them irrespective of any insurance link up/settlement.
- xi. Loading and unloading of the goods is the sole responsibility of the transporter. The price quoted will be for one way only i.e. from the point of loading till final destination (or point of unloading). In case of multiple destinations, the total kilometer will be considered for payment process.
- xii. The Authority, whenever feel appropriate, shall decide to transport materials to multiple destinations in single vehicle based on the volume or quantity of the consignment provided such locations fall in same route.
- xiii. In case, the goods to be transported are nominal in volume and falls

in the same route, the transporter should ensure transportation of all the materials simultaneously in the same vehicle subject to availability of capacity and space.

- xiv. In case of transportation of materials to multiple locations from the point of origin (i.e. Central Store, Guwahati or may from the DDWH/RDWH of different district) in a single vehicle, the distance travelled for calculation of hiring charges shall be from point of origin to last point delivery.
- xv. Transportation of Hazardous/Inflammable items to be carried as per prevailing rules and with approval of Competent Authority, under cover of transit insurance. The vehicle should properly display on the body “Hazardous/Inflammable items”.
- xvi. In order to deliver the materials at destination, the service provider will choose the shortest possible route to deliver the materials. The materials should be delivered as per route map provided by the authority.
- xvii. The Transporter shall depute one authorized person to deal with AMSCL with respect to transportation of material as per the requirement and timeline.
- xviii. The authority shall not be responsible for any financial loss or any injury to any person deployed by the Transporter (Agency) in the course of their performing the functions/duties.
- xix. In case of any delay caused by the receiving staff at the delivery point in receiving and unloading, **the Transporter shall be paid holding charge of amounting Rs. 1,500/- per day** provided the consignment is not accepted by the receiving staff within 6 hours of reaching the destination. The time taken for unloading and delivery of goods/supply is the sole discretion of the transporter.
- xx. The delivery should be completed within the timeline as specified in **Annexure-VI** unless there is a situation of force majeure. The transporter has to follow the special instructions, if any, specific to the material during the course of transportation.
- xxi. The transporter will not be permitted to tranship the material in between the point of origin till destination point, unless otherwise such transshipment is necessary for reason beyond the control of transporter (e.g. vehicle breakdown. Road accident, etc.). However, in such circumstance prior permissions of the client is must, failing which a penalty of 30% of the transportation charges payable for

that trip subject to a maximum of Rs. 10,000/- per transshipment will be imposed.

- xxii. Truck loaded with buyer's materials should not carry materials belonging to any other party including the transporter. The transporter shall be levied a penalty of Rs 10,000/- for each such irregularities committed by the transporter. The Authority, if deemed fit, may also terminate the contract including forfeiture of the performance security and imposition of debarment.
- xxiii. Delay delivery penalty: In case there is delay in delivery of goods beyond stipulated time, there shall be reduction in price @0.5% of the value of the billed amount or part of the amount per hour of delay subject to maximum of 10% of the billed amount.
- xxiv. Non-performance of the contract provisions shall make the Transporter liable to be disqualified to participate in any tender for next 3 years, in addition to forfeiture of security deposit and other penal actions.
- xxv. In case any transport vehicle meets an accident in the course of transportation then the transporter shall report to AMSCL immediately. In addition, the transporter shall also report to the nearest Police Station and submit FIR and also arrange for survey by an approved surveyor of insurance company. Proof of such accident including photographs and copies of the FIR, etc. should be handed over at AMSCL, Assam as documentary evidence within two weeks of the incident, which compelled the transporter to transship the goods in the course of transportation. However, it shall be the responsibility of the transporter to take all precautions and preventive measures including retrieval action to save the cargo from getting damaged.
- xxvi. In case of vehicle carrying goods meet road accident on its way to the destination, the following procedure should be followed: -
 - The transporter shall intimate immediately to AMSCL in writing vide mail enclosing the copy of FIR.
 - The transporter shall immediately take urgent measures to protect the materials from theft, pilferage or damage at the site of accident.
 - The materials should be immediately transported to the consignee's destination through alternate vehicle.
 - The damaged materials should be handed over to the consignee who will get it surveyed.
 - A FIR should also be filed at the nearest Police station, copies

of which should be produced to the Authority (AMSCL). However, each of such case shall be dealt by the Authority on its individual merit and in no case production of the above documents shall absolve the transporter from its responsibility and liability on account of loss/damage caused to the materials.

- xxvii. Transporter should return triplicate copy of the delivery challan at consignor after delivery of the goods duly sealed signed by the receiving Authority and copy of the Goods Receipt Note (GRN) duly acknowledged by the recipient.
- xxviii. The Goods Receipt Note shall clearly record the details of goods received in both damages and good condition with brief description. The amount towards damage and shortage, if any, shall be adjusted against bills payable. The goods in completely damaged (not in usable condition) condition shall not be received and shall be treated as not delivered or lost goods.

5. PRICE BID

- i. The blank price bid in the form of BOQ should be downloaded from the portal <https://assamtenders.gov.in> and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website. Hard Copy of Price bid will not be accepted. Sample BOQ may be seen at **Annexure-IX** for reference only.
- ii. PRICE BID (BOQ) has to be submitted online only. The BOQ (excel sheet available in Tender portal) is specific to a tender and is not interchangeable. The BOQ file shall be downloaded from the e-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non responsive and not considered for tabulation and comparison. The BOQ should be submitted on-line in the portal <https://assamtenders.gov.in> .
- iii. The Rates should be quoted for particulars in the BOQ inclusive of GST. Bid with conditional rates shall not be accepted.
- iv. Rate should be quoted in per Kilometer basis. Loading and unloading charge of the material should be included in the per kilometer rate offered by the bidder. The price quoted should also be inclusive of parking or any other such charge etc. if any except Toll Tax which will be paid extra on production of toll payment slip in actual.

- v. No Bidder shall be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him. Representation to make correction in the Tender documents on the ground of Clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the bids.

6. EVALUATION, SELECTION & ACCEPTANCE OF RFP

A. Bid Opening

- i. Bids shall be opened online on the prescribed date and time.
- ii. All bidders (or their authorized representatives) are entitled to be present on the date and time of opening of Bid submitted by them.
- iii. Conditional bids shall be summarily rejected.

B. Bid Evaluation.

- i. RFPs will be evaluated with reference to technical and commercial parameters to determine the technically qualified bidders.
- ii. Price Bids of technically qualified bidders will be opened.
- iii. L1 bidder will be determined as follows:
 - Initially L1 rates would be evaluated for each type (Carrying Capacity) of vehicles separately.
 - Thereafter, the bidder with highest number of L1 rates will be the preferred Service Provider and would be given an opportunity to match the L1 rates of other vehicles for which other bidders emerge as L1.
 - Further, AMSCL will offer the opportunity of matching the L1 rates of the preferred service provider for vehicles to other bidders also and those who accept this offer will also be empaneled for providing the service.
 - AMSCL reserves the right to hire required model of vehicles as per its need from separate service providers.
- iv. A contract will be signed with the selected bidders which will be valid for 6 months with option to further extend the period for another six (6) month.
- v. Work Orders will be issued to the selected bidder as per actual requirement
- vi. The selected bidder shall also commit contractually to furnish

performance security of Rs 10.00 Lakh within 15 days of issue of LOI. If Performance Security is not submitted within the stipulated time period, then penal provisions will be invoked. STARTUPS registered in Assam and has obtained My Assam STARTUP ID (MASI) will get 50% waiver in payment of Security Deposit.

C. Right to Reject RFP

- i. Tender Inviting Authority reserves the right to accept the RFP or to reject the RFP at any point of time without assigning any reason.

D. Conditional Bid

- i. Conditions like; “SUBJECT TO AVAILABILITY” etc., will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected.

7. TERMS & CONDITIONS

A. General Issues of the Contract

- i. The service agreement with the Service Provider shall be for a period of 6 months from the date of signing of the contract except in case of premature termination of the contract on the ground of non-performance, inadequate performance or otherwise.
- ii. AMSCL/Client may extend the contract period for a period of another six (6) month beyond the original contract period subject to the consent of the Service Provider with similar terms and conditions, if required, without any cost implication.
- iii. The Agency will be abided by the details furnished by it along with the proposal or at a subsequent stage. In case, any of such documents furnished or declaration made by the Agency is found to be false at a later stage, it would be deemed to be a breach of contract making it liable for legal action besides termination of the contract and forfeiture of performance security.
- iv. AMSCL/Client reserves the right to terminate the Contract at any time before its expiry (premature termination) if the service is found to be unsatisfactory in the manner as specified in the termination clause.
- v. The Client/AMSCL shall not be responsible for any financial loss or any injury to any person deployed by the Agency in the course of their performing the functions/duties, or for payment towards any compensation.

B. Payment, Penalty and Dispute Resolution

- i. No advanced payment will be made to the Service Provider.

- ii. Bill in triplicate to be submitted in AMSCL office on Monthly basis along with following documents.
 - Copy of the work order.
 - To measure the distance between the location of loading and location of delivery of the materials Screenshot of the Google Map should be submitted.
 - Triplicate copy of the delivery challan duly sealed signed by the receiving Authority and copy of the Goods Receipt Note (GRN) duly acknowledged by the recipient should be submitted along with the bid.
- iii. Penalty will be deducted from the monthly bill amount, if any.
- iv. The Client/ AMSCL reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- v. In the event of any dispute arising in the interpretation of the clauses of the contract effort shall be made to resolve through mutual discussion/consultation between the Management and the Agency.
- vi. All legal disputes arising under this contract between the parties will be subjected to resolve under jurisdiction of Guwahati Court or High Court of Assam.

C. Termination

- i. The contract can be terminated at any point of time prior to its completion by either of the parties with 60 days of notice period without assigning any reason thereof.
- ii. The Client may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
 - a. Shall specify the nature of failure, and
 - b. Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- iii. The Authority after giving 60 days' clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (a) to (b), may terminate the agreement after giving reasonable opportunity of being heard to the

service provider.

- a. If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Government have subsequently approve in writing.
- b. If the service provider becomes insolvent or bankrupt.
- c. If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- d. If, in the judgment of the Government, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

D. Debarment/Blacklisting for failure in execution of the Contract

- i. In case of non-execution /non-performance of contract, AMSCL may debar/ blacklist the Service Provider for a period 3 years.

E. Non-communication of Blacklisting or Debarment

- i. In case the Firm is black listed/debarred/banned after submission of bid document, it should inform AMSCL within 15 days of blacklisting/debarring/banning. If the blacklisted/debarred / banned firm does not inform AMSCL within stipulated time, a penalty amounting to @ two per cent of purchase orders issued between the date of blacklisting/debarring/banning and the date of informing to AMSCL both dates inclusive, shall be imposed, subject to a minimum penalty of Rs.20,000 and a maximum penalty up to Rs.2,00,000/- only.

F. Security Deposit

- i. The agency within 15 working days from date of receipt of the LOI shall submit Security Deposit of Rs 10.00 lakh in the form of either:
 - a) irrevocable Bank Guarantee from any Indian Schedule Bank in favour of “ASSAM MEDICAL SERVICES CORPORATION LTD”. Bank Guarantee confirmation to be sent through SFMS to HDFC Bank (IFSC: HDFC0000264, Currency Chest Building, Subham Buildwell Compound, Guwahati -781005) (Such Bank Guarantee shall be valid for a period of 8 months from the date of Order)
 - b) Deposit through online mode (A/C no. 50100516234601, HDFC Bank, HDFC0009584)
 - c) Fixed Deposit from any Indian Schedule Bank with lien

marked in favour of “ASSAM MEDICAL SERVICES CORPORATION LTD”

- ii. If the agency fails to execute the order or fails to perform the contract, the said Performance Security submitted will be encashed and the amount will be forfeited as per agreement, in addition to other penal actions.

G. Force Majeure

- i. The above conditions of are subject to force majeure conditions which are beyond the control of the Service Provider or does not involve fault or negligence of the Service Provider and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the Service Provider the time period of supply may be extended by the Tender Inviting Authority/Client at its discretion for such period as may be considered reasonable.

H. Fraud& Corruption:

- i. The bidders, suppliers and 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, anything 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 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.
- ii. 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. However, if any such practices are detected at any subsequent stage or during execution of the contract, the RFP Inviting Authority will reserve the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

I. Arbitration

- i. Any dispute arising out of or during execution of the contract shall be settled mutually. In the event, no amicable resolution or settlement is reached within a period of 45 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amended Act 2015).
- ii. Arbitration shall be held in Guwahati, Assam. The proceedings of the arbitration shall be in the English language. The Arbitrator's award shall be final and binding on the parties.

UNDERTAKING
(IN NON-JUDICIAL STAMP PAPER ONLY)

To

The Managing Director,
AMSCL,
Assam

RFP No. _____

Sir,

- 1) Having read, carefully examined and understood the RFP document dated [.....] issued by AMSCL (“Tender Inviting Authority/TIA”) and all annexure and other documents attached thereto and all subsequent addenda and clarifications issued pursuant thereto (collectively the “RFP”), we hereby submit our Technical and Financial Bid/Proposal.
- 2) We hereby agree and confirm that our Bid has been prepared strictly in conformance with the instructions in the RFP document (including the forms set forth therein) and that we shall at all times act in good faith and abide by all the terms and conditions of the RFP during the bidding process.
- 3) We agree that we have inspected and examined the RFP and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the RFP which may affect our Bid and all queries on other contractual matters have been addressed.
- 4) We agree to the conditions of the RFP under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT can be forfeited by AMSCL and Client respectively as per the terms and conditions.
- 5) We hereby undertake to pay the penalty as per the terms and conditions of the contract for non-performance and negligence in our part.
- 6) We agree to accept the amount of the bill to be paid by the Client after completion of all formalities and should any amount of the bill

found by the client/auditors to have been over-paid; the amount so found shall be refunded by me/us.

- 7) AMSCL has the right to accept or reject any or all the bids/proposals without assigning any reason.
- 8) We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
- 9) We understand and agree that AMSCL reserves the right to cancel the bid process or the contract agreement at any moment of time without assigning any reason there off.
- 10) We represent and warrant to Client that as of the date of submission of this Bid and till the end of the Bid Validity Period (as may be extended):
 - a. the information furnished by us is complete, accurate, unconditional and fairly presented;
 - b. we have the necessary technical and financial ability and adequate skilled and experienced resources for undertake the scope of Bid as per the RFP;
 - c. we are in compliance with all the terms and conditions of the RFP;
 - d. there is no information, data or documents which have not been disclosed which may prejudicially affect TIA's evaluation or decision in relation to evaluation and selection;
 - e. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us (including trustee, director, partner or key officials, etc.) at the moment.
 - f. I/We have not been black-listed or debarred by the AMSCL or by any government (State/Central) agencies/bodies, PSUs or Urban Local Bodies, which is in effect for the time being.
 - g. we acknowledge that we have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial client or a judicial pronouncement or arbitration award against us or any of our director or partners, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for any breach of

contract by us.

- 11) We undertake that we will intimate TIA of any material change in facts, circumstances, status or documentation relating to us during the Bid Validity Period (as may be extended in accordance with the RFP).
- 12) This Proposal shall be construed, interpreted and governed, in all respects, by the laws of India, without reference to its conflict of law principles. The courts at Guwahati will have exclusive jurisdiction in respect of all matters arising out of this Bid.
- 13) We have agreed that [_____] [Insert Authorized Signatory's name] will act as our representative and has been duly authorized to submit the Proposal and authenticate the same, make amendments thereto and undertake such other actions as set out in the authorization attached with this Proposal, which will be binding on us.
- 14) We undertake that we are not disqualified as per Eligibility Criteria and fulfil all eligibility criteria as stipulated in the Tender.
- 15) If our proposal is accepted, we undertake to perform the services in accordance with the terms and conditions in the RFP document.
- 16) We further confirm that, if our proposal is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
- 17) We agree to keep our Bid valid for acceptance as required in the RFP Document, or for subsequent extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
- 18) We further understand that you are not bound to accept the lowest or any Bid you may receive against your above referred request for proposal.
- 19) We confirm that we fully agree to the terms and conditions as

specified under the RFP Document, including amendment/
corrigendum if any.

20) We confirm that the hard copies of Bid Documents submitted are completely identical to the online submission, without any deviation whatsoever.

21) We have provided details, in accordance with the instructions and in the form required under the RFP.

Yours Faithfully,

[Signature and Details of the Applicant/Authorized Representative]

Name of the Authorized Signatory:

Designation:

Contact Details: Mobile:.....Email:

UNDERTAKING

(IN NON-JUDICIAL STAMP PAPER ONLY)

To

The Managing Director,
AMSCL,
Assam

RFP No. _____

We..... do hereby
declare that presently we do not stand blacklisted by any Central or State
Government or Public Sector organization or debarred from participating in tender
of such organization and are therefore eligible to participate in AMSCL RFP
No..... Date.....

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

DECLARATION

I / We M/s_____ represented by its Authorized Signatory/ Proprietor / Managing Director / Partner having its Registered office at _____ and do declare that I / We have carefully read all the conditions of RFP in Ref no. _____ dated_____ for floated by the MD, AMSCL, Govt. of Assam and accept all the conditions of the RFP.

I / We declare that we possess the valid licenses as issued by the Competent Authority and complies and continue to comply with the conditions made there under.

I / We agree that the Tender Inviting Authority may forfeit the Earnest Money Deposit or security Deposit and blacklisting me/us for a period of 3 years, if any information furnished by us proved to be false at the time of inspection and not complying the conditions as per the certification.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNUAL TURNOVER STATEMENT OF THE BIDDER**(Should be certified by Auditor / Chartered Accountant with full name and UDIN)**

The Annual Turnover of M/s _____ for the past three financial years are given below and certified that the statement are true and correct.

Sl No.	Financial Year.	Turnover (Rs) in Lakhs
1.		
2.		
3.		
		Total - Rs. _____
Lakhs		
		Avg. - Rs. _____
Lakhs		

Date :

Seal :

Signature of Auditor / Chartered
Accountant
(Name in Capital Letters)
UDIN

DETAILS OF INCOME TAX RETURN

(To be filled by the applicant in Non-Judicial Stamp)

For FY 2019-20:

For FY 2020-21:

For FY 2021-22:

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM:

Email id :

Contact No :

Declaration: I do hereby declare that the information given by my company as detailed above is true best to my knowledge.

Timeline for Delivery of Materials from One Location to Other Location

Sl	Distance	Timeline
1	1 KM - 200 KM	Within 24 Hours
2	201 KM - 400 KM	Within 48 Hours
3	401 KM - 600 KM	Within 72 Hours
4	601 KM - 800 KM	Within 96 Hours
5	801 KM - 1000 KM	Within 120 Hours

UNDERTAKING ON FRAUD & CORRUPTION
(IN NON-JUDICIAL STAMP PAPER ONLY)

We do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of _____
_____ under RFP reference no
..... we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

CHECK LIST

All documents must be uploaded on the website <https://assamtenders.gov.in>

Sl.	Cover A	YES	No	PAGE No.
1	Court Fee Stamp/IPO affixed			
2	EMD and RFP Processing fee (online only) details to be enclosed with the hard copy of the technical bid			
3	Documentary evidence for the Constitution of the company			
4	Attested photocopy of Copy of Contracts in last three financial year			
5	The Power of Attorney, Resolution of Board etc. & Authorization Letter (where applicable)			
6	Undertaking as per Annexure-I			
7	Undertaking as per Annexure-II			
8	Annual Turnover Statement for last 3 years as per Annexure-III & Financial Statements (FY 2020-21, 2021-22 & 2022-23) certified by CA with UDIN along with Profit & loss certificate & balance sheet of those correspondence year			
9	Income Tax return details as Annexure -V (in NON-JUDICIAL stamp paper only) for FY 2019-20, 2020-21 & 2021-22 (with details of acknowledgement (ITR-V) of the correspondence year)			
10	Details of the different types of Vehicles available with the bidder.			

Sl.	Cover A	YES	No	PAGE No.
11	Copy of Permanent Account Number & GST Registration			
12	Undertaking on Fraud & Corruption as per Annexure VII (in NON-JUDICIAL stamp paper only)			
13	Signature & seal on all pages of the RFP Document			
14	Price Bid as BOQ	Must only be uploaded in the portal https://assamtenders.gov.in		

SIGNATURE :
NAME & DESIGNATION :
DATE :
NAME & ADDRESS OF THE FIRM :

Price Bid
(For Reference Only)

Sl. No	Type of Vehicle	Basic Rate Per Kilometer	GST Amount	Total Price Per Kilometer (Including GST)
1	Tata Ace/ Equivalent			
2	Pickup Van/ Equivalent			
3	Truck/ DCM/ Equivalent- 14 ft			
4	Truck/ DCM/ Equivalent- 19 ft			
5	Truck/ DCM/ Equivalent- 22 ft			
6	Truck/ DCM/ Equivalent- Canter			
Note: The price should be inclusive of Loading and Unloading charge, Parking or any other such charge etc.				

(DRAFT AGREEMENT)

THIS CONTRACT AGREEMENT is made

This day of month..... Year.....

BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Service Provider:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Technical Specifications)
 - (e) The Supplier’s bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award (Order No)
 - (g) [Add here: **any other documents**]
3. 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.

4. 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.

For and on behalf of the Purchaser

Signed: _____
In the capacity of [insert: **title or other appropriate designation**]

In the presence of _____

For and on behalf of the supplier

Signed: _____
In the capacity of [insert: **title or other appropriate designation**]

In the presence of _____

***** XXX *****