

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

**REQUEST FOR PROPOSAL FOR ENGAGEMENT OF
CERTIFICATION BODY FOR ISO 9001:2015
CERTIFICATION
(NATIONAL COMPETITIVE BIDDING)**

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

NO: AMSCL/ISO 9001:2015/2022-23/0270
ECF No. 300302

Dated: 26/07/2024

**REQUEST FOR PROPOSAL FOR HIRING OF CERTIFICATION BODY FOR ISO 9001:2015
CERTIFICATE**

Assam Medical Services Corporation LTD (**AMSCL**) invites request for proposal in Single Bid System i.e. Price Bid affixing nonrefundable court fee stamp of Rs.8.25/- (for bidders within Assam) or IPO of Rs.10/- (for bidders outside Assam) are invited from Reputed Firm for “**HIRING OF CERTIFICATION BODY FOR ISO 9001:2015**” certification. The complete RFP documents may be obtained from the website- <http://amscl.assam.gov.in>..The participating bidders should submit their proposal at the office of Managing Director, AMSCL, Central Drug Warehouse Campus on or before 16/08/2024 up to 2:00PM.

Sl.No.	Key Events	Date, Time & Venue
1	Date of publication of RFP:	26.07.2024
2	Availability of RFP Document	Website: https://amscl.assam.gov.in/
3	Last Date & Time for submission of bid	16.08.2024 upto 1:00 pm
4	Date & Time for opening of Bid	16.08.2024 at 3:00 pm
5	Address for Communication	O/o the Managing Director, AMSCL, Assam. Address: Central Drug Ware House Campus, Patherquary, Narengi, Guwahati, Assam-781026 Email id: md-amscl@assam.gov.in

**Sd/-
Managing Director
AMSCL, 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 Certifying Body for ISO 9001:2015 certification of AMSCL.

C. Scope of Work for Certification Body:

- AMSCL intends to engage a Certification Body having minimum 5 years' experience in relevant field for providing ISO Certificate. The Firm shall provide services as per the scope of work indicated below.
1. SCHEDULING OF STAGE-I & STAGE-II AUDIT
- Certification body shall schedule the Stage-I audit in such a manner that visit of the audit team shall commence within 15-20 days from the date of the award of contract.
- Stage-II audit shall be scheduled in such a manner that visit of the audit team shall commence within 21 days from the date of intimation by AMSCL after closure of findings raised during stage-I audit.

D. STAGE -I AUDIT

- Audit of Management System Documentation
- Evaluation of the location and the location-specific conditions
- Review AMSCL's status and understanding of the QMS 9001:2015 Standard, particularly with regard to identification of key performance objectives and operation of the management system
- To collect necessary information with regard to the scope of the management system, processes and location(s) of AMSCL, and related statutory and regulatory aspects and compliance (e.g. quality, environmental and legal aspects of the AMSCL's activities, associated risks etc.
- Evaluation of internal audits and management reviews and the level of implementation of the management system.
- To provide a focus on planning stage II audit.

E. STAGE -II AUDIT

- To evaluate the implementation, including the effectiveness of the AMSCL's management system
- Assess information and evidence about conformity to all requirements of the applicable management system standard or other normative document.
- Assess performance monitoring, measuring, reporting and reviewing against key performance objectives and targets.
- Assessment of the AMSCL's management system and performance as regards to legal compliance.
- Assess operational controls of the AMSCL's processes
- Assess internal auditing and management review
- Assess management responsibility for the AMSCL's policies

F. SURVEILLANCE AUDIT

- The ISO QMS certificate issued by the certification body shall be valid for 3 years. During the period of validity of the Certificate, on-site surveillance audits are carried out to assess the AMSCL's management system's fulfilment of specified requirements with respect to the ISO 9001:2015 Standard.
- Surveillance audits shall be conducted at least once a year. The dates of the first/second surveillance audit shall not be more than 12/24 months from the last day of the day of the Stage-II audit.

G. RE-CERTIFICATION AUDIT

- After the 3 years period, AMSCL has to go in for fresh certification within 36 months from the last day of the Stage II audit, for which company will enter into new contract.

H. CERTIFICATION INFORMATION OF AMSCL

MANPOWER OF AMSCL : 44 (Forty-four)
No. of working shifts : One (10.00am to 6.00pm)
Weekly off : Saturday (2nd & 4th) & Sunday
Processes : System Management, Procurement (including tendering process), Quality Control, Internal Audits, Training and Development, Supply Chain Management, Indenter related processes

I. ACCREDITATION BODY: Certification Bodies shall have accredited certificate by accreditation body which is recognized by UKAS /NABCB/ DAkkS.

J. Scope of Certification:

Central procurement agency for procuring essential drugs, surgical consumables, equipment etc. on behalf of all the Directorates under Health & Family Welfare Department, Government of Assam, National Health Mission, Assam, MERD (Medical Education & Research Department), Food and Drug Administration Dept, Assam, Assam State Aids Control Society (ASACS) and National AYUSH Mission (NAM), Assam including Directorate/Body/Agency/Mission created under the Health & Family Welfare Department.

K. 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.
- 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. The RFP documents shall only be available online, which can be downloaded from the official website: <http://amscl.assam.gov.in>.
- v. 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.
- vi. 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 AMSCL website. 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 AMSCL website and prospective bidders are advised to check the AMSCL website on regular interval to keep abreast of any changes.
- vii. Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- viii. The Proposal (Hard Copy) should be submitted to the office of the Tender Inviting Authority as per schedule mentioned in the RFP
- ix. This RFP will be governed by Assam Public Procurement Act, 2017 & Assam Public Procurement Rules, 2020

L. Earnest Money Deposit (EMD)

- i. EMD shall be @ Rs 10,000/- (Rupees Ten thousand 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. EMD shall be submitted in form of DD/Bank Guarantee/ online transfer in favour of Managing Director, AMSCL. **Bidders can submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Assam Medical Services**

Corporation Limited Account No. 50100516234601 IFSC Code HDFC0009584 Bank Name HDFC Bank Branch address Branch address Dispur Secretariat.

- ii. 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.

M. 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.

B. Turnover Criterion

- i. Average Annual Turnover of the bidder in the last three financial years 2020-21, 2021-22 & 2022-23 or 2021-22, 2022-23 & 2023-24 shall not be less than Rs. 5.00 Lakhs (Rupees Five Lakhs only) & the average annual turnover certificate should be certified by CA with UDIN or Audited balance sheet with UDIN to be submitted.

C. Work Experience

- i. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be submitted along with bid in support of having provided services during each of the financial year.: -
 1. Three similar completed services costing not less than the amount equal to Rs.2,00,000(Two Lakhs Only); or
 2. Two similar completed services costing not less than the amount

equal to Rs.2,50,000(Two Lakhs and Fifty Thousand); or
3. One similar completed service costing not less than the amount equal to Rs.4,00,000(Four Lakhs Only).

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

3. PREPARATION AND SUBMISSION OF BID

A. Techno-commercial Bid

- i. Bidders are required to submit at the office of the Tender Inviting Authority as per schedule mentioned above.
- ii. EMD shall be Rs.10,000/-(Ten Thousand Only) .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 having minimum 5 (Five) years of experience as Certification Body.
- v. Attested photocopy of instruments such as 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.
- vi. 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.
- vii. Annual Turnover Certificate in last 3 (three) financial years i.e., 2020-21, 2021-22 & 2022-23 or 2021-22,2022-23 & 2023-24 in the format as given in Annexure-III and duly certified by the Auditor/Chartered Accountant.
- viii. Copy of the GST Registration Certificate and PAN Card shall be submitted along with the bid to you.
- ix. Undertaking on fraud and corruption in the format at Annexure V.
- x. 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.

- xi. A Checklist (Annexure-VI) for the list of documents enclosed with their page number. The documents should be serially arranged as per this Annexure and should be securely tied or bound.
- xii. Sealed quotation under “SINGLE BID SYSTEM” is to be submitted for selection of Certification Body for ISO 9001:2015 Certification at AMSCL for FY- 2024-25.

4. EVALUATION, SELECTION& ACCEPTANCE OF RFP

A. Bid Opening

- i. Bids shall be opened 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. The selected bidder shall also commit contractually to furnish performance security @ 5% of the order value within 15 days of receipt of the Work Order. 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.

5. TERMS & CONDITIONS

- i. Immediately after finalization of the contract, Stage I Audit will be

carried out within 15-20 days from the date of issue of the contract. The audit date is to be mutually agreed by both the parties. After closure of all the NCR report, Stage II Audit shall be conducted and after due completion a detailed audit report shall be shared along with the ISO QMS Certificate.

- ii. The proposal should include all the expenses including travel, food & accommodation of the auditors for Stage I, Stage II and the 2 (two) surveillance audits. Local travel arrangements shall be provided only from the hotel to AMSCL office and vice versa by AMSCL. Working lunch shall be provided during audit by AMSCL.
- iii. Initial engagement period of appointment will be for 3years or till the validity of the Certificate (Whichever comes last).

A. Payment, Penalty and Dispute Resolution

- i. The proposal should include price exclusive of GST in Indian Rupees only, for the entire scope of work covered under the Terms of Reference on a firm price basis valid till the complete execution of the assignment. The Contract price and the scope of work also include any services, etc. which is not specifically identified but are required for completion of the assignment.
- ii. 1st running bill shall be submitted by the Certification Body after completion of Stage II certification audit in all respects and after issuance of ISO QMS Certificate in hard copy along with detailed audit report. This would be accepted for payment by Competent Authority of AMSCL based on the satisfactory completion of the work. The Certifying firm shall raise invoice after successful completion of work as per the work order in triplicate copies.
- iii. 2nd running bill shall be submitted by the Certification Body after completion of 1st surveillance audit and submission of audit report of surveillance audit in soft copy. The bills would be submitted in triplicate copies and payment shall be released by AMSCL based on the satisfactory completion of the work.
- iv. 3rd running bill shall be submitted by the Certification Body after completion of 2nd surveillance audit and submission of audit report of surveillance audit-2 in soft copy. The bills would be submitted in triplicate copies and payment shall be released by AMSCL based on the satisfactory completion of the work.

B. Liquidated Damages & Penalty

- i. If the Agency fails to commence the services within the prescribed timeline of 30 days from the date of signing the contract, then 0.5% per week LD of annual contract value shall be imposed with an overall cap of 10% of the contract price. After arriving at maximum penalty (i.e. 10%), Contracting entity (i.e. Client) may terminate the contract with forfeiture of PBG.

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. Security Deposit

- i. The agency shall submit Security Deposit @ of 5 % of the contract value in the form of either within 15 working days from date of receipt of the Work Order.
 - 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 36 months from the date of Work 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.

F. 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.

G. 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.

H. Resolution of Disputes

- i. Any dispute arising out of or during execution of the contract shall be settled in Guwahati. 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.

ANNEXURE I-A

UNDERTAKING
(IN NON-JUDICIAL STAMP PAPER ONLY)

To

The Managing Director,
AMSCL,
Assam

RFP No. _____

Sir,

- 1) With reference to your RFP No: for Engagement of Certifying Body for ISO 9001:2015 Certification at AMSCL for the Financial Year 2024-25, I/we wish to apply for the engagement and the particulars enclosed as per Annexure-A.
- 2) Further, I/we hereby certify that: I/we have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me/us and I/ we have not taken any deviation to any clause.
- 3) I/we further confirm that any deviation to any clause of Tender found anywhere in the bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to AMSCL
- 4) Further, it is to confirm that our offer shall remain valid for acceptance for a period of 180 days from date of opening of bids.

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 forfeiting the Earnest Money Deposit and 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

PERFORMANCE STATEMENT**RFP No:**

S.No.	Name and Address of the Client	Details of Personals Provided		Value of Contract	Duration of the Contract	
		Category	Number		From	To
1						
2						
3						

(Please use additional sheets if required)

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

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 _____ 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

Sl.	Cover A	YES	No	PAGE No.
1	Court Fee Stamp/IPO affixed			
2	EMD and RFP 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 for providing similar services in last three financial year			
5	The instruments such as Power of Attorney, Resolution of Board etc. & Authorization Letter (where applicable)			
6	Annual Turnover Statement for last 3 years as per Annexure-III & Financial Statements (FY 2020-21, 2021-22 & 2022-23 or 2021-22,2022-23 & 2023-24) certified by CA with UDIN along with Profit & loss certificate & balance sheet of those correspondence year			
7	Performance Statement as per Annexure-IV and along with documentary evidence.			
9	Copy of Permanent Account Number & GST Registration			
10	Undertaking on Fraud & Corruption as per Annexure VI (in NON-JUDICIAL stamp paper only)			
11	Financial Proposal as per Annexure VII			
11	Signature & seal on all pages of the RFP Document			

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

FINANCIAL PROPOSAL FORM

To

The Managing Director,
AMSCL,
Assam

RFP No. _____

Sl No.	Particulars	Fee in INR (in Figure)	Fee in INR (in words)
1.	Certifying Body ISO 9001:2015 for AMSCL, Guwahati (F.Y.2024-25)		

N.B

1. All-inclusive Lump sum fee for the entire scope of work covered under the Terms of Reference on a Firm price basis (with no escalation provision for whatever reason) valid till the complete execution of the assignment.
2. Please Note: GST will be paid extra at the applicable rates and is not to be quoted above. In case of any discrepancy in Fee between figures and the amount mentioned in Words, the Fee mentioned in Words shall be taken into cognizance.

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

Contract Forms

Form-1: Letter of Acceptance

Letter of Acceptance

[on letterhead paper of the Employer]

..... **date.**

To: *[insert name and address of the Service Provider]*

Subject: **Contract No.**

This is to notify you that your Bid dated _____ *[insert **date of bid submitted by the bidder**]* for providing catering and related services at <insert name of the office /location> against Bid Invitation Ref. No. _____ *(insert Bid Ref. No.)* is hereby accepted by the Employer for the rates as offered vide your bid, as which is corrected and modified in accordance with the Instructions to Bidders. Please also find the Schedule of Rates as annexure to this.

You are requested to furnish the Performance Security of Rs<Insert the Amount>/- (Rupees lakhs only) within 15 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in **Section-IX: Contract Forms** of the Bidding Documents.

Authorized Signature:

Name and Designation of Signatory:

Name of Employer:

Form-2: Form of Contract

AGREEMENT

(Rs 100.00 non-judicial stamp paper)

THIS AGREEMENT made on the <insert day month & year > between Managing Director, Assam Medical Services Corporation Limited, Guwahati (hereinafter called the “**Authority**”) which expression shall, where the context so admits, be deemed to include his/her successors in office and assigned) of one part

AND

<insert name of the winning bidder> (hereinafter called the “**Agency**”) represented by (Name of the Authorized Signatory and Designation), Aged..... years, residing at (Full Residential Address of the Signatory) of the other part:

WHEREAS the *Authority* had invited Bids from eligible parties for ENGAGEMENT OF CERTIFICATION BODY FOR ISO 9001:2015 CERTIFICATION at <insert name and location> vide Bidding Document Reference No.....Dated.....

WHEREAS the Agency had submitted proposal in response to the Bidding Document issued by the Authority. The *Authority* declared the Agency as the preferred bidder based on the technical and financial proposal submitted. The Agency agreed to offer the in the manner and as per the terms and condition in the Bidding Document for a consideration as offered in the financial bid and mutually agreed.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - (a) the Letter of Acceptance;
 - (b) the Service Provider’s Bid
 - (c) the Special Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) the Activity Schedule (Scope of Services);
 - (f) the Priced Activity Schedule; and

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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.

(For the Authority)

(Signature, Name, Designation and Address with Office seal)

In presence of:

- 1) (Signature, Name and Address of witness)
- 2) (Signature, Name and Address of witness)

(For the Agency)

(Signature, Name, Designation and Address with Office seal) In presence of

- 1) (Signature, Name and Address of witness)
- 2) (Signature, Name and Address of witness)