OFFICE OF THE MANAGING DIRECTOR
ASSAM MEDICAL SERVICES CORPORATION LIMITED
Central Drug Ware House Campus, Patherquery, Narengi, Guwahati, Assam-781026
email id: md-amscl@assam.gov.in

Tender No. AMSC-EQUI0PROC/73/2024-EQUP PRO-AMSC/ECF:566634/1 Dated 08.11.2024

E-TENDER FOR SUPPLY OF EQUIPMENT FOR INTERMEDIATE REFERENCE LABORATORY (IRL) UNDER NATIONAL TB ELIMINATION PROGRAMME (NTEP)
(NATIONAL COMPETITIVE BIDDING)

e-Tenders in two Bid System affixing Court Fee Stamp of Rs 8.25 or IPO of Rs 10.00 in favour of "Assam Medical Services Corporation Limited" are invited from manufacturers / Authorized distributors/dealers for **"Supply of Equipment for Intermediate Reference Laboratory (IRL) under National TB Elimination Programme (NTEP)"**. The complete e-tender documents may be obtained from the website- http://assamtenders.gov.in. The participating bidders should have valid Digital Signature Certificate (DSC) and have to register in the portal http://assamtenders.gov.in. The tender should be submitted on-line in the portal http://assamtenders.gov.in on or before 30/11/2024 up to 2:00 PM.

e-Tender Notice may also be seen in the AMSCL official website- http://www.amscl.assam.gov.in.

The Bidder shall also submit the proof of payment like non-refundable tender fee of **Rs.2,000.00** (Rupees Two Thousand Only) on-line in the portal http://assamtenders.gov.in.

Important dates of the tender:

Sl. No.	Schedule	Start date	Start Time	End Date	End Time
1	Publication of Tender	08/11/2024	05:00 P.M.		
2	Tender Download	08/11/2024	05:30 P.M.		
3	Last Date of submission of prebid queries			14/11/2024	01:00 P.M.
4	Pre bid Meeting	19/11/2024	04:30 P.M.		
5	Tender Submission	25/11/2024	01:00 P.M.	30/11/2024	02:00 P.M.
6	Tender Opening	30/11/2024	04:30 P.M.		

-Sd/-
Managing Director, AMSCL

STANDARD BIDDING DOCUMENT
(GOODS)

ONLINE TENDERING WITH SINGLE STAGE TWO-BID SYSTEM

सत्यमेव जयते
GOVERNMENT OF ASSAM

Finance Department, Government of Assam

सत्यमेव जयते
GOVERNMENT OF ASSAM

BIDDING DOCUMENT

FOR PROCUREMENT OF EQUIPMENT FOR INTERMEDIATE REFERENCE LABORATORY (IRL) UNDER NATIONAL TB ELIMINATION PROGRAMME (NTEP)

NATIONAL COMPETITIVE BIDDING

(e-Procurement)

Tender Ref. No.: AMSC-EQUI0PROC/73/2024-EQUP PRO-AMSC/ECF:566634/1 Dated 08.11.2024

Issued by:

ASSAM MEDICAL SERVICES CORPORATION LTD.

OFFICE OF THE MANAGING DIRECTOR
ASSAM MEDICAL SERVICES CORPORATION LIMITED
Central Drug Ware House Campus, Patharquary, Narengi, Guwahati, Assam-781026
Email id: md-amscl@assam.gov.in
Website: www.amscl.gov.in

Table of Contents

SECTION-I

1. NOTICE INVITING BIDS (NIB)

SECTION – II

2. INSTRUCTIONS TO BIDDERS

GENERAL

2.1 INTRODUCTION
2.2 LANGUAGE OF BIDS
2.3 CODE OF INTEGRITY
2.4 CONFLICT OF INTEREST
2.5 BIDDERS' ELIGIBILITY
2.6 BIDDERS' QUALIFICATION

BIDDING DOCUMENT

2.7 CONTENT OF THIS BIDDING DOCUMENT
2.8 CLARIFICATIONS OF BIDDING DOCUMENTS
2.9 PRE-BID MEETING
2.10 AMENDMENTS TO BIDDING (TENDER)DOCUMENT

PREPARATION OF BIDS

2.11 DOCUMENTS COMPRISING THE TECHNICAL BID
2.12 PRICE BID
2.13 PREPARATION AND SUBMISSION OF BID
2.14 BID PRICES
2.15 BID CURRENCY
2.16 DOCUMENTS ESTABLISHING COMPLIANCE
2.17 DOCUMENTS ESTABLISHING ELIGIBILITY & QUALIFICATION OF THE BIDDER
2.18 PERIOD OF VALIDITY OF BIDS
2.19 BID PROCESSING FEE
2.20 BID SECURITY

SUBMISSION AND OPENING OF BIDS

2.21 SUBMISSION OF TECHNICAL BID (HARDCOPY)
2.22 EXTENSION OF DUE DATE FOR SUBMISSION OF BIDS
2.23 OPENING OF BIDS

EVALUATION AND COMPARISON OF BIDS

2.24 CONFIDENTIALITY
2.25 PRELIMINARY EXAMINATION OF BIDS
2.26 CLARIFICATION OF BIDS
2.27 IMMATERIAL NON-CONFORMITIES IN BIDS
2.28 DETERMINATION OF RESPONSIVENESS
2.29 NON CONFORMITIES, ERRORS, AND OMISSIONS
2.30 PRICE AND PURCHASE PREFERENCE
2.31 EVALUATION AND COMPARISON OF BIDS
2.32 RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

AWARD OF CONTRACT
2.33 AWARD OF CONTRACT
2.34 NOTIFICATION OF AWARD
2.35 PERFORMANCE SECURITY
2.36 SIGNING OF CONTRACT
2.37 PERIOD OF CONTRACT

SECTION III

3. BID DATA SHEET (BDS)

SECTION IV

4. EVALUATION AND QUALIFICATION CRITERIA
4.1. EVALUATION CRITERIA & METHODOLOGIES
4.2 QUALIFICATION CRITERIA

SECTION V

5. SCHEDULE OF REQUIREMENTS
5.1 DETAILS OF REQUIREMENT
5.2. PLACE OF DELIVERY & QUANTITY
5.3. PACKING & LABELING REQUIREMENTS
5.3 QUALITY STANDARD
5.4 DELIVERY CONDITIONS
5.5 ITEM-WISE WARRANTY AND MAINTENANCE REQUIREMENT
5.6 DESIGN FOR LABELING/PRINTING ON THE PACKAGING

SECTION-VI

6 BIDDING FORMS
6.1 LETTER OF BID
6.2 BIDDER INFORMATION FORM
6.3 BANK GUARANTEE FORMAT FOR BID SECURITY
6.4 MANUFACTURER'S LETTER OF AUTHORIZATION
6.5 DETAILS OF SUPPLY TO GOVERNMENT DEPARTMENT/PSU
6.6 FINANCIAL STRENGTH OF THE BIDDER/
6.7. POWER OF ATTORNEY FOR SIGNING OF BID
6.8. UNDERTAKING BY THE BIDDER
6.9. PRICE BID/BOQ
6.10 CHECKLIST OF DOCUMENTS SUBMITTED ALONG WITH TECHNICAL BID

SECTION-VII

7. GENERAL CONDITIONS OF CONTRACT
7.1 DEFINITIONS
7.2 CONTRACT DOCUMENTS

7.3 CODE OF INTEGRITY
7.4. INTERPRETATION
7.5 LANGUAGE
7.6. JOINT VENTURE OR CONSORTIUM
7.7. ELIGIBILITY
7.8. NOTICE
7.9. LAW GOVERNING CONTRACT
7.10. SETTLEMENT OF DISPUTE
7.11. INSPECTION AND AUDIT BY GOVT. OF ASSAM
7.12. SCOPE OF SUPPLY
7.13. DELIVERY & DOCUMENT
7.14. SUPPLIER'S RESPONSIBILITY
7.15. CONTRACT PRICE
7.16. TERMS OF PAYMENT
7.17. TAXES & DUTIES
7.18. PERFORMANCE SECURITY
7.19. PACKAGING & DOCUMENTS
7.20. INSPECTION &TESTING
7.21 CONFIDENTIAL INFORMATION
7.22 SUB-CONTRACTING
7.23 LIQUIDATED DAMAGES FOR DELAY & NON-SUPPLY
7.24 LIMITATION OF LIABILITY
7.25 CHANGE IN LAWS & REGULATIONS
7.26 FORCE MAJEURE
7.27. EXTENSION OF TIME
7.28. TERMINATION
7.29. WARRANTY
7.30. TRANSPORTATION AND INCIDENTAL SERVICE
7.31. INSURANCE
7.32. SPECIFICATIONS & STANDARDS
7.33. COPYRIGHT
7.34. CHANGE OF ORDER & CONTRACT AMENDMENT
7.35. PATENT INDEMNITY
7.36. ASSIGNMENT

SECTION VIII

8 SPECIAL CONDITIONS OF CONTRACT

SECTION – IX

9. CONTRACT FORM
9.1 DRAFT AGREEMENT FORM
9.2 LETTER OF ACCEPTANCE
9.3 BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

SECTION-I

1. Notice Inviting Bids (NIB)

Office of the Managing Director
Assam Medical Services Corporation Limited
Central Drug Ware House Campus, Patharquary, Narengi, Guwahati, Assam-781026
Email id: md-amscl@assam.gov.in
Website: www.amscl.gov.in

Notice Inviting Bids

Tender Ref. AMSC-EQUI0PROC/73/2024-EQUP PRO-AMSC/ECF:566634/1 Dated 08.11.2024

(i) Managing Director, AMSCL, hereby invites online Bids from eligible Bidders following **two-bid system** of bidding for supply of "Equipment for Intermediate Reference Laboratory (IRL) under National TB Elimination Programme (NTEP)".

(ii) Open Competitive Bidding method shall be followed for selection of most preferred bidder for the tendered Item(s). The tender terms, conditions and procedures are in conformity with "The Assam Public Procurement Act, 2017" and "The Assam Public Procurement Rules, 2020" as amended from time to time.

(iii) The Bidding Documents can be downloaded by any prospective bidders from the e-Procurement portal i.e. **http://assamtenders.gov.in,** free of cost.

(iv) All Bids must be accompanied by Bid Processing Fee of Rs.2,000 (Rupees Two Thousand Only) and Bid Security of the amount as specified for the item(s) bided, unless otherwise mentioned in the Bidding Documents. Exemptions to Bid Security are allowed to certain class of bidders, if mentioned in this Bidding Documents.

(v) Bids must be submitted online at the e-Procurement portal (i.e., **http://assamtenders.gov.in)** on or before the due date for submission i.e., 30.11.2024 at 2:00 PM.

(vi) The Bidders are also required to submit the hardcopy of the Technical Bid (with original documents) in the office of the Procuring Entity within due date i.e., 30.11.2024 at 2:00 PM. The Late Bids will be liable for rejection summarily.

(vii) The Technical Bid will be opened online on *30.11.2024 at 4:30 PM* and the Price Bid shall be opened online only for the technical qualified bidders.

(viii) Bidders who seek to appeal against any decision, action or omission regarding this particular procurement may do so as per Section 38 of the

Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

First Appellate Authority	Second Appellate Authority
Smti Juri Doley, IAS *Secretary to the Govt of Assam* *Block-C, First Floor, Janata Bhawan, Dispur* *Phone no.7002415099* *E-mail: Juridoley3@gmail.com*	**Smti Laya Madduri, IAS** Secretary to the Government of Assam, Finance (A&F, EC-I, EC-III) Department Second Floor, F Block Janata Bhawan Dispur, Guwahati: 781006 Phone No.:0361-2237455 E-mail: l.madduri@nic.in

-Sd/-
Signature of the Authority/Official
Name: Dr. Robin Kumar Singh, IPS
Designation: Managing Director

SECTION – II

2. Instructions to Bidders

General

2.1 Introduction

2.1.1 The Procuring Entity as defined in **Bid Data Sheet (BDS)**, has issued this Bidding Document for the supply of goods and incidental services as specified in **"Section V - Schedule of Requirements"** in connection with the notice issued on 19.10.2024 inviting bids from the eligible bidders.

2.1.2 This Section provides the relevant information as well as instructions to assist prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.

2.1.3 Before preparing and submitting the bids (Technical & Price) online at the e-Procurement portal (i.e., **http://assamtenders.gov.in**) in the prescribed manner, the bidder should read and examine all the terms and conditions, instructions, etc., contained in this Bidding Document. Failure to provide required information or to comply with the instructions incorporated in this Bidding Document may result in rejection of bid.

2.1.4 The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Procuring Entity shall, in no case be responsible or liable for any such cost, expenditure, etc., regardless of the conduct or outcome of the bidding process.

2.2 Language of Bids

2.2.1 Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity, shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be

written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

2.3 Code of Integrity

2.3.1 The Procuring Entity and all its officials or employees, whether involved in the procurement process or otherwise, or bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

2.3.2 Govt. of Assam prescribes to uphold the Code of Integrity, which prohibits officials or employees of a Procuring Entity or any person(s) participating in the bidding process, as bidder or otherwise, the following:

i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

iii) any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

v) any financial or business transactions between the bidder and any officer or employee of the Procuring Entity, who are directly or indirectly related to the tender or execution process of contract;

vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

vii) any obstruction of any investigation or audit of a procurement process;

viii) making false declaration or providing false information for participation in

a) tender process or to secure a contract;
b) disclosure of Conflict of Interest;
c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of

any debarment by any other Procuring Entity.

2.3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the TIA after giving a reasonable opportunity of being heard, may take appropriate measures including –

(i) exclusion of the bidder from the procurement process;
(ii) calling off pre-contract negotiations and forfeiture or encashment of bid security;
(iii) forfeiture or encashment of any other security or bond relating to procurement;
(iv) recovery of payments made by the BIE along with interest thereon at bank rate;
(v) cancellation of the relevant contract and recovery of compensation for loss incurred by it;
(vi) Initiate available legal actions available under different laws in India
(vii) debarment of the bidder from participation in any tender issued by the Procuring Entity for a period not exceeding **three years**.

2.4 Conflict of Interest

2.4.1 Conflict of Interest for a Procuring Entity or its personnel (i.e., officials or employees) and bidders is a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

2.4.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel maybe considered to be in a situation of Conflict of Interest include, but are not limited to the following-

(i) Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra-professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.

(ii) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;

(iii) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of

the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;

(iv) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends, or someone they favour, to benefit directly or indirectly from the decision or action of the Procuring Entity.

2.4.3 The situations in which bidders participating in a procurement process or their representatives may be in Conflict of Interest include, but are not limited to the following:

(i) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;

(ii) If they receive or have received any direct or indirect subsidy from any other bidder;

(iii) If they have the same legal representative for purposes of the bid;

(iv) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;

(v) If they participate in more than one bid in the same bidding process;

(vi) If they have controlling partners in common;

(vii) If a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in anyway.

2.4.4 In case of a holding company having more than one independently manufacturing/processing/producing unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

2.5 Bidders' Eligibility

2.5.1 Bidder shall be a single business entity (not a consortium of entities) having a

formal intent and legal competency to enter into an agreement or contract and are registered under respective Act in India.

2.5.2 The Bidder shall be one of the following categories of entities to be eligible to participate in the bidding process:

(i) Manufacturer of the goods; or
(ii) Authorised Dealer or Distributors of the Manufacturer of the goods; or
(iii) Authorised Importer of the Manufacturer of the goods

2.5.3 Bidder should not have a Conflict of Interest as prescribed and specified in **ITB Para 2.4,** which materially affects fair competition.

2.5.4 In addition, any bidder participating in the bidding process shall–

(i) Have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority.

(ii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.

(iii) not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.

(iv) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.

2.6 Bidders' Qualification

2.6.1 Bidders should substantially meet the qualification criteria as stipulated in the "**Section IV - Evaluation and Qualification Criteria"**.

2.6.2 Bidders should fill and submit the Forms provided in "**Section VI - Bidding Forms"** with relevant information and supporting evidence of fulfillment of their qualification, along with the technical bid.

BIDDING DOCUMENT

2.7 Content of this Bidding Document

2.7.1 The Bidding Documents include the following Sections, which should be read in conjunction with any amendment issued in accordance with **ITB Para 2.10.**

(i) Section I Notice Inviting Bids (NIB)
(ii) Section II Instructions to Bidders (ITB)
(iii) Section III Bid Data Sheet
(iv) Section IV Evaluation and Qualification Criteria
(v) Section V Schedule of Requirements
(vi) Section VI Bidding Forms
(vii) Section VII General Conditions of Contract (GCC)
(viii) Section VIII Special Conditions of Contract (SCC)
(ix) Section IX Contract Forms

2.7.2 Unless downloaded directly from the e-Procurement portal **as specified in the BDS**, the Procuring Entity shall not be responsible for the correctness of the Bidding Document, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or amendment(s) to the Bidding Documents in accordance with **ITB Para 2.10.**

2.7.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all relevant information and documents as required by the Bidding Documents.

2.8 Clarifications of Bidding Documents

2.8.1 A Bidder requiring any clarification of the Bidding Document shall communicate in writing to the Procuring Entity in the address as **specified in the BDS** with reference to the Bidding Document. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received within a period **specified in the BDS.**

2.8.2 The Procuring Entity shall also promptly publish brief description of the enquiry but without identifying its source and its response at the official website/e-Procurement portal as **specified in the BDS**.

2.8.3 Should the clarification result in changes to the essential elements of the Bidding Documents, Procuring Entity shall amend the Bidding Documents following the procedure given under **ITB Para 2.10**.

2.9 Pre-Bid Meeting

2.9.1 Prospective bidders are invited to participate in the pre-bid meeting as scheduled to be held on the date, time, and manner (online or physical) as

specified in the **BDS**. The prospective bidders may submit in writing their queries for clarifications or suggestion, if any, on the bidding document in advance, for the consideration of the Purchase Committee of the Procuring Entity.

2.9.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they must submit their queries for clarification and suggestions in written. The Procuring Entity shall publish written response to such requests for clarifications, without identifying its source in the e-Procurement portal. In case required, amendment(s), in terms of **ITB Para 2.10** below shall be issued, which shall be binding on all prospective bidders.

2.10 Amendments to Bidding (Tender) Document

2.10.1 At any time prior to the due date for submission of bid, the Procuring Entity may amend or modify the Bidding Document by issuing amendment(s) pursuant to **ITB Para 2.8 and 2.9** or for any other reason, it deemed fit.

2.10.2 Such amendment(s) will be published at the e-Procurement portal or on the official website as **specified in the BDS** and the same shall be binding on all prospective Bidders.

2.10.3 To give reasonable time to prospective bidders to take necessary action in preparing their bids, the Procuring Entity may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.

2.10.4 Any Bidder who has downloaded the Bidding Documents should check the amendment(s), if any, issued on the Procurement portal. The Procuring Entity shall not be responsible, in any manner, if any prospective Bidder miss any amendment(s) published on the portal.

PREPARATION OF BIDS

2.11 Documents Comprising the Technical Bid

2.11.1 The bid shall be submitted online in two parts (i.e., Technical Bid & Price Bid) at the e-Procurement portal by the bidder within due date and time. The Technical Bid shall consist of following documents.

i) **"Letter of Bid"** as per Form provided in **Section VI – Bidding Forms (Form-B1)**; The bidders are required to affix in the bid letter a stamp duty of Rs 8.25 (if they are from Assam) or IPO of Rs 10.00 (if they are from outside of Assam).

ii) "Bidder Information Form" provided in **Section VI: Bidding Forms (Form-B2)**;

iii) **Manufacturer's Authorization Letter**, in case the bidder is not the Manufacturer of the quoted item(s), as per Form given in **Section VI: Bidding Forms (Form-B4)**;

iv) Details of supply to Government Departments/PSU (for a period of last three years) as per format given in **Section VI: Bidding Forms** along with supporting documents (**Form-B5**);

v) **"Certificate on Financial Strength**" of the Bidder as per format given in **Section VI: Bidding Forms (Form-B6-A-Bidder/B6-B-OEM)**

vi) Duly Executed **"Power of Attorney"** for the Authorised Signatory of the Bid as per format given in **Section VI: Bidding Forms (Form-B7-A-Bidder/B-7-B-OEM)**;

vii) "**Undertakings by the Bidder"** as per format given in **Section VI: Bidding Forms (Form-B8-A-Bidder/B-8-B-OEM)**

viii) **"Bid Processing Fee"** in accordance with **ITB Para 2.19**;

ix) **"Bid Security"** furnished in accordance with **ITB Para 2.20**;

x) Valid "**Registration Certificate"** issued by District Industries & Commerce Centre (DI&CC), Govt. of Assam; in case bidder seeks to avail exemption from submission of bid security (in accordance with **ITB Para 2.20.2**) and/or price and purchase preferences for the goods required under **Section V: Schedule of Requirements**, in accordance with **ITB Para 2.34**.

xi) Documents establishing the compliance to the required quality standards of the product offered and of the process followed by the manufacturer in accordance with **ITB Para 2.16 and Section-V: Schedule of Requirements (Para 5.5)**;

xii) Bidder's Certificate of Incorporation/ Registration, Article and Memorandum of Association or any such registration document.

xiii) Self-attested copy of PAN;

xiv) Self-attested copy of GST Registration Certificate.

xv) The minimum average annual financial turnover of the bidder during the last three years 2020-2021, 2021-2022, 2022-2023 or 2023-2024 ending on 31st March, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant /Cost Accountant indicating the turn over details for the relevant period shall

be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. Additional documents, if any, as mentioned in BDS.

xvi) "Checklist of Documents" submitted along with the Bid in the Format (**Form-B10**) as given in **Section VI: Bidding Forms**

2.12 Price Bid

2.12.1 The blank Price Bid in the form of BoQ should be downloaded from the portal http://assamtenders.gov.in and saved on Bidder's computer without changing filename 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 portal. Hardcopy of Price bid will not be accepted. Sample Price Bid/ BoQ may be seen at **Section VI: Bidding Forms (Form-B9)** for reference only.

2.12.2 Price Bid (BoQ) must be submitted online (soft copies) only. The BoQ (excel sheet available in e-procurement portal) is specific to the Bidder and is not interchangeable. The BoQ file shall be downloaded from the e-procurement 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 online in the portal i.e., http://assamtenders.gov.in.

2.12.3 Additional cost components required to determine lifecycle cost, if specified in the **BDS** shall also be submitted online (in ".pdf" format separately), in addition to the BoQ to be submitted in ".xls" format at the e-Procurement portal, as part of Price Bid. (The formats for additional costs components, wherever required, shall be furnished in **Section-VI: Bidding Forms***)*

2.12.4 Price Bid shall be prepared in accordance with **ITB Para2.14**; The format for Price Bid is given in **Section-VI: Bidding Forms** (**Form-B9)** for reference only**.**

2.13 Preparation and Submission of Bid

2.13.1 The Bidder shall prepare the Technical Bid comprising of all documents as mentioned in **ITB-11**.The bid shall be typed or written in ink with all pages serially numbered and signed by the Bidder or a person duly authorized to sign on its behalf, as mentioned in **BDS,** in token of acceptance of the Bid terms and conditions, Corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialed by the person signing the bid.

2.13.2 The Bidder shall submit both Technical and Price Bid online at the e-Procurement portal within due date and time for submission of Bid as mentioned in

BDS. In addition to the online submission, the Bidder must submit only the hardcopy of the "Technical Bid" within the due date and time of submission as mentioned in **BDS** and in the manner as specified in **ITB 2.21.1**. Non-submission of hardcopy of the "Technical Bid" shall amount to cancellation of the Bid, summarily.

2.13.3 The bidding documents issued by the Procuring Entity in the e-procurement portal (i.e., http://assamtenders.gov.in) will appear in the "Latest Active Tender". The Bidders/ Guest users can download the Bidding documents only after the due date & time of issue. The publication of the Bidding Document (i.e., Tender) will be for specific period till the due date for submission of bids after which the same will be removed from the list of "Latest Active Tender".

2.13.4 **Portal Registration**: The bidder intending to participate in the bid is required to register in the e-Procurement portal using an active personal/ official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) - Class II or III to his/her unique Login ID. He/ She must submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) GST Registration Certificate (RC) (iii) In Procuring Entity Certificate (iv) manufacturing license of the concerned bidder. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication, bidder can participate in the online bidding process.

2.13.5 **Logging to the Portal**: The Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

2.13.6 The bidder can download the bidding document and undertake the necessary preparatory work off-line and upload the completed bid at their convenience before due date and time for submission.

2.13.7 The bidder can upload technical bid in two files in ".pdf" format. For management of space, the bidder can serially arrange their document as per the checklist and create two equal size check ".pdf" files and upload them.

2.14 Bid Prices

2.14.1 The prices quoted by the Bidder in the Price Bid (Price Schedule) shall conform to the requirements specified below.

2.14.2 The Bidder must quote for one or more items in the price schedule of its choice, unless otherwise specified in **BDS**.

2.14.3 The price quoted by the Bidder shall be fixed (remain Firm) during the Bidder's performance of the Contract and shall not be subject to variation on any account, **unless otherwise specified in this Bidding Document**. The bid submitted with adjustable price quotation shall be treated as nonresponsive and shall be rejected.

2.14.4 The price offered in the Price Bid for the item(s) shall be based on FOR consignee location/ DDP (Place of destination) price.

2.14.5 The bidder must unconditionally offer in the Bid to supply the goods and other associated services as specified for each /item in **Section-V: Schedule of Requirements**.

2.15 Bid Currency

2.15.1 The bidder should submit its quote in Indian Rupees only.

2.15.2 Bids, where prices are quoted in any other currency shall be treated as non-responsive and rejected.

2.16 Documents Establishing Compliance

2.16.1 The Bidder shall furnish as part of its Bid the documentary evidence that the item(s) offered by it, conforms to the required specifications, quality standard and other criteria as specified in **Section-V: Schedule of Requirements**.

2.16.2 The documentary evidence may be in the form of literature, drawings, certificate, or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the item(s) offered, demonstrating substantial responsiveness of the quality standards & other requirements as per **Section-V: Schedule of Requirements.**

2.17 Documents Establishing Eligibility & Qualification of the Bidder

2.17.1 To establish their eligibility in accordance with **ITB Para 2.5**, Bidders shall complete the Letter of Bid, included in **Section-VI: Bidding Forms**

2.17.2 The documentary evidence of the Bidder's qualifications to participate in the bid and own the contract, shall establish to the Bid Evaluation Committee's satisfaction that the Bidder meets each of the qualification criterion specified in **Section-IV: Qualification and Evaluation**

2.18 Period of Validity of Bids

2.18.1 Bids shall remain valid for the period **specified in the BDS** after the due date for submission of Bid. A bid valid for a shorter period shall be rejected as non-responsive.

2.18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security.

2.18.3 After the expiry of the bid validity period formally withdraw my/our response in writing with a notice period of seven working days and associated terms and conditions and as specified in the Bid document and in all such cases my/our bid shall be deemed to be valid.

2.18.4 The Bidder who agrees to the extension of the period of validity of bids so requested by the Procuring Entity shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of the Procuring Entity will be final and binding in this regard.

2.19 Bid Processing Fee

2.19.1 The Bidder shall furnish as part of its bid, the Bid Processing Fee (non-refundable), of the amount and in favour of the Procuring Entity or the Authority as specified in the BDS**.** The Bid Processing Fee shall be in any of the following forms at the Bidder's option:

(a) Banker's Cheque issued by Scheduled Bank in India; or
(b) Through online payment option available at e-Procurement portal; or
(c) Any other digital mode, as **specified in BDS**

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its bid, a Bid Security in the amount and in favour of the Procuring Entity or the Authority as **specified in BDS.**

2.20.3 The Bidders who are currently registered with the following, for the specific Goods as required in "**Section V-Schedule of Requirements"**, shall be eligible for exemption from Bid Security, provided they submit a self-attested copy of its valid registration / recognition certificate issued in their name by relevant authority along with the notification:

i) District Industries & Commerce Centre (DI&CC), Govt. of Assam; or
ii) Any other entity providing such certificates as notified by State Government.

2.20.4 The bid security shall be in any of the following forms at the Bidder's option:

(i) Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Scheduled Bank in India and duly lien marked in favour of the Procuring Entity/Authority; or

(ii) Bank Guarantee issued by a Scheduled Bank in India; or

(iii) Online EMD through e-Procurement portal; or

(iv) Any other digital mode as specified in BDS

2.20.5 In case, bid security is submitted in form of Bank Guarantee, it should be submitted either using the form provided in "**Section VI - Bidding Forms".** The Bank Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the concerning issuing Bank.

2.20.6 The Bid Security must remain valid for **forty-five (45) days** beyond the original or extended validity period of the bid.

2.20.7 Any bid not accompanied by a Bid Security as specified in **ITB Para 2.20** shall be rejected as non-responsive.

2.20.8 The bid security of a bidder lying with the Procuring Entity, if any, in respect of other bids awaiting decision shall not be adjusted towards bid security required under this Bidding Documents.

2.20.9 The bid security originally deposited by a Bidder may be taken into consideration, in case bids are re-invited, if found valid, if so, **specified in the BDS**. Such Bidders are required to ascertain validity of bids for consideration in lieu of bid security required under this Bidding Documents.

2.20.10 The Bid Security of unsuccessful bidder shall be released within 30 working days after signing of Agreement and deposit of performance security by the successful bidder.

2.20.11 The Bid Security of successful Bidders shall be released within 30 working days upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to **ITB Para 2.35**. As an alternative, the amount of Bid Security may be adjusted with the amount of performance security required from him or refunded if the successful bidder furnishes the full amount of performance security, if **provided in the BDS**.

2.20.12 In case Procuring Entity decides to cancel the procurement process, it shall return the bid security of all bidders after the decision to cancel procurement process.

2.20.13 The Bid Security of the bidder, who withdraws its bid prior to deadline for

submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.

2.20.14 The Bid Security deposited by a Bidder shall be forfeited in the following cases:

(i) when the bidder withdraws or modifies its bid after due date for submission.
(ii) when the bidder does not deposit the required performance security and/or sign the contract within the specified period; and
(iii) if the bidder breaches any provisions of Code of Integrity prescribed for bidders as per **ITB Para 2.3.**

SUBMISSION AND OPENING OF BIDS

2.21 Submission of Technical Bid (Hardcopy)

2.21.1 In addition to online submission of the technical bid, the Bidders shall submit the requisite hardcopy documents like original PoA, DD against the bid security etc of the technical bid by post or by hand or drop in the box earmarked and placed in the office of the Procuring Entity within due date and time for submission as mentioned in the **BDS**. Bids so submitted shall enclose the original documents of the technical bid in sealed envelopes duly marked as "HARDCOPY OF THE TECHNICAL BID" along with the following details duly super scribed on it:

(i) name and complete address along with the mobile, telephone number and email address of the Bidder;

(ii) complete postal address of the Bid Inviting Entity;

(iii) specific identification mark / Tender Ref. No. and subject matter of procurement.

(iv) A warning 'not to open before the time and date for bid opening' as indicated in the Bidding Documents

2.21.2 If the envelope is not sealed and marked as required, the Procuring Entity will assume no responsibility about its consequences viz. misplacement or premature opening of the bid

2.22 Extension of Due Date for Submission of Bids

2.22.1 Bids must be submitted (online and hardcopy) within due date and time for submission of bid.

2.22.2 The date of submission and opening of bids shall not be extended except when–

(i) sufficient number of bids have not been received within the given time and the Purchase Committee of the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or

(ii) the Bidding Documents are required to be substantially modified because of discussions in pre-bid meeting or otherwise and the time for preparations of bids by the prospective bidders appears to be insufficient for which such extension is required.

2.22.3 In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with **ITB Para 2.10**, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended.

2.22.4 If the due date for submission of bids is not a working day, the bids shall be received and opened at the same time and hour on the next working day.

2.22.5 Bidder can withdraw or resubmit an online bid any time prior to the due date and time for submission of Bid (except details of online submission of Bid Security & Processing fee). In case of online resubmission of the bid, the latest submitted bid shall be available for evaluation.

2.23 Opening of Bids

2.23.1 Technical Bids submitted by the Bidders through the e-Procurement portal shall be opened online on the due date for opening of the bid as specified in the BDS. It shall be cross checked first to confirm whether all the bidders have also submitted the hardcopy of the technical bid within due date for submission. The bid of those bidders who fails to submit the hardcopy of the technical bid within the due date and time for submission of hardcopy as specified in the BDS shall be cancelled and excluded from further evaluation.

2.23.2 The Technical Bid of only those bidders who have submitted both hardcopy and online within due date and time shall be considered for evaluation by the Bid Evaluation Committee of the Procuring Entity.

EVALUATION AND COMPARISON OF BIDS

2.24 Confidentiality

2.24.1 Information relating to the evaluation of bids including finalization of the list of technically qualified bidders, price comparison and recommendation for award of contract, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is officially communicated to all Bidders.

2.24.2 Any effort by a Bidder to influence the officials of the Procuring Entity or its committee in the evaluation or contract award decisions may result in the rejection of its Bid.

2.24.3 Notwithstanding **ITB Para 2.24.2**, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the officials of the Procuring Entity on any matter related to the bidding process, it should do so in writing.

2.25 Preliminary Examination of Bids

2.25.1 The Bid Evaluation Committee duly constituted by the Procuring Entity shall conduct a preliminary scrutiny of the bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:

(i) That the bid is prepared in the prescribed manner and contains the documents and information as required.

(ii) the bid is valid for the period, specified in the Bidding Documents.

(iii) that the bid is accompanied by due Bid Security and Processing Fee.

(iv) That the bid is unconditional, and that the bidder has agreed to give the required performance security; and

(v) whether any other conditions specified in the Bidding Documents are fulfilled.

2.26 Clarification of Bids

2.26.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any bidder in writing for clarification by a specific date regarding its bid specifically therein that if the bidder does not comply or respond by that date his bid shall be liable to be rejected. The request of the Committee for clarification and the response of the bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further.

2.26.2 Any clarification submitted by a bidder about his bid that is not in response to a request by the Committee specifically shall not be considered.

2.26.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder qualified or an unresponsive submission, responsive shall be sought, offered, or permitted under any circumstances.

2.26.4 All communication generated as above shall be included in the record of the

procurement proceedings.

2.27 Immaterial Non-conformities in Bids

2.27.1 The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive.

2.27.2 The Bid Evaluation Committee may request the bidder to submit necessary information or documents which are **historical in nature** like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period. Failure of the bidder to comply with the request within the given time shall result in the rejection of its bid.

2.27.3 The Bid Evaluation Committee may rectify immaterial non-conformities or omissions based on the information or documentation received from the bidder under **ITB Para 2.27.2.**

2.28 Determination of Responsiveness

2.28.1 The Bid Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;

2.28.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where:

(a) "deviation" is a departure from the requirements specified in the Bidding Document;
(b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
(c) "omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

2.28.3 A "material deviation, reservation, or omission" is one that,

(a) If accepted, shall: -
  (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
  (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Procuring Entity or the obligation of the Bidder under the proposed contract; or
(b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids.

2.28.4 The Bid Evaluation Committee shall examine the technical aspects of the bid

to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission.

2.28.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;

2.28.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

2.29 Non-conformities, Errors, and Omissions

2.29.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any non-conformity in the Bid.

2.29.2 Provided that a bid is substantially responsive, the Bid Evaluation Committee may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial, non conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

2.30 Price and Purchase Preference

2.30.1 Price or purchase preference as per the rates and proportion of quantity notified in the Procurement Preference Policy, Assam, 2015 as amendment from time to time as notified by Govt. of Assam shall be accorded to firms located in the State of Assam as prescribed therein, or as may be notified by the State Government from time to time, subject to the production of valid registration certificate as prescribed in the said Policy.

2.30.2 The **Section IV - Qualification and Evaluation Criteria** defines the way such price or purchase preferences shall be accorded, provided the bidder submits valid registration certificate issued by respective entities for the goods required under **Section V - Schedule of Requirements.**

2.31 Evaluation and Comparison of Bids

2.31.1 The Evaluation Committee of the Procuring Entity for Evaluation of this Bid shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

2.31.2 The Price Bid of only those bidders who are technically responsive/ qualified shall be opened online for comparative evaluation on the date and time a **specified in BDS**.

2.31.3 Unless otherwise specified in "**Section IV: Evaluation and Qualification Criteria" and the BDS,** the evaluation shall be done for each item in the price schedule (BOQ) separately (item-wise). The responsive bidder offering lowest price for a particular items hall be declared L1 (lowest) bidder for that item. In case of tie, the bidder having highest average annual turnover in last three years shall be declared as the most preferred bidder.

2.31.4 The evaluation of a bid will exclude and not consider:

(i) IGST/SGST/CGST payable on the Goods/items quoted. GST, if payable, shall be paid at the applicable rate.

(ii) Any other component as specified in the BDS

2.31.5 If specified in the BDS, the price evaluation shall be done on total lifecycle cost of the Goods. In such case price shall include other cost components as defined therein.

2.31.6 The list of responsive and non-responsive bidder shall be published at the e-Procurement portal i.e., http://assamtenders.gov.in along with the reason for non-responsiveness.

2.32 Abnormally Low Bids

2.32.1 An Abnormally Low Bid is one where the Bid price in combination with other constituent elements of the Bid appears unreasonably low (exceeds the estimated price by more than 15% or is below the estimated price by more than 15%) to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

2.32.2 In the event of identification of a potentially Abnormally Low Bid, the Procuring Entity shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

2.32.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Bidder has failed to demonstrate its capability, to perform the Contract for the offered Bid Price, the Procuring Entity reserves the right to reject the Bid.

2.33 Right to Accept or Reject any or all Bids

2.33.1 The Procuring Entity reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract

award, without thereby incurring any liability to the Bidders for which the management of the Procuring Entity shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

AWARD OF CONTRACT

2.34 Award of Contract

2.34.1 Subject to **ITB 2.32.1**, the contract shall be award to the lowest responsive bidder for the tendered item(s) as determined in the manner specified in **ITB 2.31.**

2.34.2 Procuring Entity shall award the entire tendered quantity to L1 bidder unless otherwise mentioned in BDS.

2.34.3 In case of a tie between two or more bidders in the price bid for a particular item (or where more than one bidder is L1 for a particular item/seed verity), then the bidder having highest average annual turnover amongst them (all L1 bidders) shall be declared as most preferred bidder.

2.35 Notification of Award

2.35.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the price of the goods that the Procuring Entity will pay the Supplier in consideration of timely supply of contracted item(s) (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). In addition, the contracted rate quantity to be supplied by the contracted party shall also be specified. (Hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Qty")

2.35.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

2.35.3 Procurement Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with **ITB Para2. 34.1**, requests in writing the grounds on which its bid was not selected.

2.36 Performance Security

2.36.1 Within twenty-eight (28) days of the receipt of Purchase Order from the Procuring Entity, the successful Bidder, shall furnish the Performance Security in accordance with the GCC, using the

Performance Security Bank Guarantee Form as given in "**Section IX: Contract Forms**",

2.36.2 Failure of the successful Bidder to submit the above-mentioned Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive, provided it agrees to lowest evaluated bid price i.e., L1 price.

2.36.3 The validity of the performance security shall be for a period of **45 (Forty-five) days** beyond the date of completion of all contractual obligations including warranty and maintenance obligations, if any.

2.37 Signing of Contract

2.37.1 Promptly after notification of Award/ issue of Letter of Acceptance, the Procuring Entity shall send the successful Bidder the draft Contract Agreement.

2.37.2 The successful Bidder shall sign, date, and return the contract to the Procuring Entity within twenty-eight (28) days of receipt of the Letter of Acceptance.

2.38 Period of Contract

2.38.1 The contract shall remain valid for a period as specified in BDS. The contract price shall remain firm during the period of contract except for any price adjustments if authorized in the SCC.

2.38.2 The contract period may be extended further with mutual consent for another 1 year as per terms and conditions mentioned in APPR 2020.

SECTION III

3. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Para No.	Particulars
	A. General
ITB 2.1.1	Procuring Entity: Managing Director Assam Medical Services Corporation Limited (“Procuring Entity” is the Entity/Authority that issuing the tender/bidding document for procurement of goods and related services.)
ITB 2.7.2	Bidding Documents shall be available online at e-Procurement portal i.e., http://assamtenders.gov.in
	B. Bidding Documents
ITB 2.8.1	Contact details of the concerned official of Procuring Entity for the purpose of any clarification is: Office of the Managing Director Assam Medical Services Corporation Limited Central Drug Ware House Campus, Patharquary, Narengi, Guwahati, Assam-781026 Email id: md-amscl@assam.gov.in and proc.equipment.amscl@gmail.com Requests for clarification should be received by the Procuring Entity before date scheduled for Pre-Bid Meeting.
ITB 2.8.2	Response to the queries raised by the prospective bidders shall be published in the e-Procurement portal i.e., **http://assamtenders.gov.in** and there shall be no individual communication. The prospective bidders are expected to visit the portal on regular interval.
ITB 2.9.1	Pre-Bid Meeting shall be scheduled: Yes In case Pre-Bid Meeting is scheduled, name of contact person, venue, time and date for pre-bid meeting are specified as under: Contact Details (Phone / Mobile /E-mail):md-amscl@assam.gov.in and proc.equipment.amscl@gmail.com Address of Venue: Assam Medical Services Corporation Ltd., Central Drug Ware House Campus, Patharquary, Narengi, Guwahati, Assam-781026 Time and Date: 19.11.2024 at 04:30 PM
ITB 2.10.2	Amendments or modifications, if any, in the bidding document shall be published at e-Procurement portal i.e., **http://assamtenders.gov.in**.

	C. Preparation of Bids
ITB 2.11.1 (xv)	The Bidder shall submit the following additional documents in its Bid: [list any additional document not already listed in ITB 2.11.1 that must be submitted with the Bid]
ITB 2.12.3	**Where lifecycle cost of the Goods/Equipment shall be the basis of price comparison, then following paragraphs may be retained with required modification:** *The bidder shall quote for following cost components separately to determine lifecycle cost of the Goods/Equipment as part of the price bid in addition to BoQ, and which shall be considered for price evaluation and comparison:* *a) Cost of AMC/CMC* *b) Cost of Consumables/Chemicals/Reagents (to determine lifecycle cost of equipment)* *c) Cost of Spares* *d) Cost of Turnkey Elements (Civil, Electrical or PH Work required for installation and operationalization of the Equipment)* *Unlike BoQ this additional information shall be uploaded in the e-Procurement portal in ".pdf" format separately as part of Price Bid. The format for this shall be given in "Section-V: Bid Forms"*
ITB 2.13.1	The written confirmation of authorization to sign on behalf of the Bidder shall consist of:

Constitution of the Bidder	**Signatory**	**Documentation**
Proprietorship	Proprietor	Proprietor/ Authorised signatory on behalf of the bidder
Partnership Firm	Any one of the Partner duly authorized by the partnership (Partners)	Declaration of Authorised Signatory
Company	Employee authorised as signatory vide duly executed Power of Attorney Director or Key Officials (CEO, CFO & Company Secretary) duly authorised vide Board Resolution.	Original Power of Attorney Document Certified copy Board Resolution
Society/Trust	Employee authorised as signatory vide duly executed Power of Attorney	Original Power of Attorney Document Certified copy EB

		Trustee/Office Bearer	Resolution

Format for Power of Attorney document given in “Section-V: Bid Form”

ITB 2.13.2	a) Due Date & Time for submission of online Bids (Technical & Price): 30/11/2024 at 02:00 PM b) Due date & Time for submission of the Hardcopy of only the technical bid in the office of the Procuring Entity. 30/11/2024 at 02:00 PM
ITB 2.14.2	**Example:** **Situation-I:** If there is only a single Schedule of Item(s): a) The bidder must bid for all the items under that Schedule, or b) The bidder has the choice of bidding for one or more items. **Situation-II**: If there are more than one schedule of items a) Bidder has the choice of bidding for one or more schedules of its choice. b) Bidder must bid for all the items under any Schedule it chooses to bid. **Procuring Entity must design this clause as per the nature of goods and their usages and accordingly define the price evaluation mechanism i.e., item-wise, or schedule-wise.**
ITB 2.18.1	The bid validity period shall be 180 days.
ITB 2.19.1	Bid Processing Fee shall be for Rs. 2 , 0 0 0 (Rupees Two Thousand Only) Processing Fee, if paid in form of Demand Draft or Bankers Cheque, shall be in favour of the Managing Director payable at Guwahati issued by any scheduled bank in India. Deposit through digital mode is “permitted” ASSAM MEDICAL SERVICES CORPORATION LTD Account No.: 50100516234601 IFSC Code: HDFC0009584 Bank Name: HDFC BANK LTD Branch address: HDFC Bank Ltd., Kushan Plaza, Opposite Tea Auction Center, Ganeshguri, Guwahati-781006

<table>
<tr><td>ITB 2.20.1</td><td>
<table>
<tr><th>Sl. No</th><th>Description of Items</th><th>Estimated Qty of Procurement</th><th>Delivery Period</th><th>Bid Security (In Rupees)</th></tr>
<tr><td>1</td><td>Refrigerated Centrifuge with UPS</td><td>1</td><td>60 Days</td><td>Rs. 14,000.00</td></tr>
<tr><td>2</td><td>Double Door Medical Refrigerator 2 to 20°C (450L or more)</td><td>1</td><td>60 Days</td><td>Rs. 2,000.00</td></tr>
<tr><td>3</td><td>Tabletop Autoclave</td><td>3</td><td>60 Days</td><td>Rs. 7,200.00</td></tr>
<tr><td colspan="4">Total</td><td>Rs. 23,200.00</td></tr>
</table>
</td></tr>
<tr><td>ITB 2.20.4 (iii)</td><td>Bid Security deposit through digital mode is “permitted”
Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
ASSAM MEDICAL SERVICES CORPORATION LTD
Account No.: 50100516234601
IFSC Code: HDFC0009584
Bank Name: HDFC BANK LTD
Branch address: HDFC Bank Ltd., Kushan Plaza, Opposite Tea Auction Center, Ganeshguri, Guwahati-781006</td></tr>
<tr><td>ITB 2.20.9</td><td>Not Applicable</td></tr>
<tr><td>ITB 2.20.11</td><td>The Bid Security “shall not be” adjusted with the amount of performance security required from him.
The Bid Security of successful bidder shall be refunded upon submission of the full amount of performance security by the successful bidder.</td></tr>
<tr><td>ITB 2.21.1</td><td>a) Due Date & Time for submission of online Bids (Technical & Price):
30/11/2024 at 02:00 PM
b) Due Date & Time for submission of the hardcopy of only the technical bid in the office of Bid Inviting Entity.
30/11/2024 at 02:00 PM</td></tr>
<tr><td>ITB 2.23.1</td><td>Due Date & Time for opening of the Bid: 30/11/2024 at 04:30 PM</td></tr>
<tr><td>ITB 2.31.3</td><td>Item-wise
The Procuring Entity shall mention here whether the price evaluation shall be done item-wise or schedule-wise, depending upon the nature of goods and its usages.</td></tr>
<tr><td>ITB 2.31.4(ii)</td><td>Not Applicable</td></tr>
</table>

ITB 2.31.5	Not to be considered
ITB 2.37.1	Contract shall be for a period of one (01) Year from the date of its signing.

SECTION IV

4. Evaluation and Qualification Criteria[1]

4.1. Evaluation Criteria & Methodologies

4.1.1 Evaluation Criteria

(i) The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the TEC shall determine the Most Advantageous Bid for Item/ Schedule. This is the Bid that meets the Qualification Criteria and has been determined to be:

a) substantially responsive to the bidding document, and

b) the lowest evaluated cost for the item(s) or the Schedule, as the case may be, as per **ITB 2.31**.

(ii) The determination of bidder quoting lowest evaluated cost shall be based on the comparison of evaluated bid price carried out on "Delivery Duty Paid (DDP) consignee site basis", quoted by substantially responsive bidders.

(iii) The evaluation of a Bid to determine lowest evaluated bidder may consider, in addition to the Bid Price as quoted in the price bid procurement preference policy as given below.

4.1.2 Purchase and Price Preferences

(i) In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government of Assam has notified a "Procurement Preference Policy, Assam 2015 (including its amendment from time to time) in respect of procurement of goods and services produced and provided by Micro and Small Enterprises, by its Departments, State Public Sector Undertakings, and its aided Institutions.

(ii) The **Price Preference** shall be accorded to the MSEs within the State of Assam who are currently registered with District Industries & Commerce Centre (DI&CC), Govt. of Assam as per the said Policy.

4.1.3 Lifecycle Cost

[1]This Section contains all the criteria that the Procuring Entity shall use to evaluate a bid and qualify the Bidders in accordance with ITB 34, 35 and 36, no other factors, methods or criteria shall be used.

Where lifecycle cost shall be the basis for price comparison then the additional cost components (e.g., Maintenance, Consumables, Spares, etc.,) shall be determined using present value method with an annual discounting rate of 10%.

4.1.4 Alternative Bids

Not Allowed

4.2 Qualification Criteria

4.2.1 Required Minimum Experience

(i) The Bidder (if not the manufacturer of the goods offered) should have experience of supplying goods of similar in nature, it is bidding for, to different government departments/undertaking/entities of quantity as specified below during last three financial years ending on 31st March of the previous financial year.

Sl. No.	Name of the Goods	Brief Description of the Goods	Minimum Quantity of supply required during last three financial years
1	Refrigerated Centrifuge with UPS	As per Clause 5.4	3
2	Double Door Medical Refrigerator 2 to 20°C (450L or more)		3
3	Tabletop Autoclave		9

(ii) The Manufacturer of the quoted goods should have valid manufacturing license and an experience of manufacturing and supplying of at least for three financial years ending on 31st March of the previous financial year.

(iii) Against the clause for experience in supply of similar items, tender committee decided to include the following items as similar to the tendered items:

A. For Refrigerated Centrifuge with UPS, Any type of Centrifuge

B. For Double Door Medical Refrigerator 2 to 20°C (450L or more), Any type of Refrigerator

C. For Tabletop Autoclave, Any type of Autoclave or Sterilizer

4.2.2 Financial Standing

i. **For Refrigerated Centrifuge with UPS**- The bidder (authorized dealer/ distributor) should have average Annual Turnover of 100% of the estimated value of procurement (i.e **Rs. 7.00 Lakhs**) in last three financial years and the OEM from whom the products would be sourced should have average Annual Turnover of **Rs. 20 Crore** in last three financial years. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant /Cost Accountant indicating

the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria. The bidder should have a positive Net Worth for last three financial years.

ii. **For Double Door Medical Refrigerator 2 to 20°C (450L or more)**- The bidder (authorized dealer/ distributor) should have average Annual Turnover of 100% of the estimated value of procurement (i.e **Rs. 1.00 Lakhs**) in last three financial years and the OEM from whom the products would be sourced should have average Annual Turnover of **Rs. 20 Crore** in last three financial years. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant /Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria. The bidder should have a positive Net Worth for last three financial years.

iii. **For Tabletop Autoclave**- The bidder (authorized dealer/ distributor) should have average Annual Turnover of 100% of the estimated value of procurement (i.e **Rs. 1.20 Lakhs**) in last three financial years and the OEM from whom the products would be sourced should have average Annual Turnover of **Rs. 20 Crore** in last three financial years. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant /Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria. The bidder should have a positive Net Worth for last three financial years.

SECTION V

5. Schedule of Requirements

5.1 Details of Requirement

S. No	Name of the Item	Brief Description	Estimated Quantity[2]	Delivery Period	Warranty	Bid Security (In Rs)
1	Refrigerated Centrifuge with UPS	As per Clause 5.4	1	60 Days	03 Years	Rs. 14,000.00
2	Double Door Medical Refrigerator		1	60 Days	03 Years	Rs. 2,000.00

	2 to 20°C (450L or more)					
3	Tabletop Autoclave		3	60 Days	03 Years	Rs. 7,200.00
Total						Rs. 23,200.00

Note:

(i) The quantity indicated in the bid for rate contract will be tentative only and there will be no minimum guarantee of quantity to be ordered. The quantity indicated may increase up to 100%.

5.2. Place of Delivery & Quantity

S. No	Place of Delivery	Quantity	Timeline for Delivery	Remarks
1	The items shall be delivered at the DDWH in different districts of Assam as per the list furnished along with the order or according to instructions given separately with reference to the order.	As per Clause 5.1	60 Days	

[2] The Actual quantity may vary from the estimated quantity as per the prevailing situation at the time of actual procurement.

5.3. Packing & Labeling Requirements

Govt of Assam Supply

5.4 Technical Specification and Quality Standard for "Equipment for Intermediate Reference Laboratory (IRL) under National TB Elimination Programme (NTEP)"

Sl. No.	Technical Specifications	Technical Specifications quoted by Bidder	Deviation (If Any)	If YES: How the quoted specifications is superior or inferior to the quoted specifications

1	**Item Name: - Refrigerated Centrifuge with UPS** Description of function and use: The centrifuge will be used in a TB laboratory to spin down mycobacteria in liquefied, decontaminated materials. The compartments containing the centrifuge tubes (buckets) need to be absolutely aerosol tight and closed by transparent lids. At least 3000 G will be required for efficient sedimentation within 20 minutes of centrifugation. The centrifuge should be a desk/bench-top one. Main specifications: -Metal housing, chamber stainless steel. -Cooling capacity at maximum speed at +4°C. -Standby cooling. -Induction motor, brushless drive. -Rotor with swing-out buckets, at least four positions. -Rotor buckets with aerosol-tight, transparent, clipping lids. -Inserts for buckets adapted to 50 ml centrifuge tubes, conical. -Capacity: about 16 or more × 50 ml. -Maximum revolutions per minute: Minimum 3000 rpm, corresponding to a radius of approximately 15 cm. -Relative centrifugal force (rcf): Minimum 3000 G. -Noise level at maximum speed: not more than 60 dbA. -Programmable for all parameters (switchable between rpm and rcf) of a run; large display. -Soft start and different acceleration levels (1–9); different braking levels (1–9) and brake force cut-off. -Input and recall of programs; at least 20 storage positions. -LCD display (protected against splash of liquids) for indication of run time, speed (rpm) or rcf (after entering centrifugation radius) –switchable, actual temperature, time left to finish run. -Imbalance switch-off. -Motor overheating protection. -Chamber overheating protection. -Rotor recognition for appropriate over-speed protection. -Safety lock of lid during run and as long as the rotor is moving. -Possibility of mechanical opening of lid if there is current blackout.			

	Electricity requirements: Supply voltage: 230 ± 10 V, AC, 50/60 Hz. Certification: ISO 9001 from NABCB accredited agency or its global counter part. Product should be EUCE (Notified body) approved/USFDA registered/BIS Documentation: One certificate from Govt. authorized lab stating that the centrifuge has been calibrated at the factory should be supplied at the time of installation of machine. Operation, maintenance and installation: Operation and maintenance manual: Bidder must supply at least one set of operation, maintenance and service manuals, written in English at the time of installation. To be supplied with suitable UPS for 30 minutes backup of machine To be supplied with 3 years warranty.			

2	**Item Name: - Double Door Medical Refrigerator 2 to 20°C (450L or more)** **Technical Specifications:** Double door vertical, capacity 450L (gross) or more, frost free, CFC free. Capacity: 450L or more Cabinet Type: Double door Upright Temperature Range: 2 to 20°C Refrigerant: Non HCFC Material: plastic coated galvanized steel Shelves: At least 4 shelves External Dimensions: Not more than 1220X642X1885 mm **Features:** • Automatic magnetic sealed door to ensure and improves the refrigeration performance and working consistency. • Built-in mechanical lock to ensure safety of stored items. • LED lamp power switch together with control panel and Adjustable shelves • Temperature Stability ± 1.5 °C • Temperature Accuracy 0.1 °C • Alarm Mode: Buzzer and flashing lights, Power failure alarm, Doors open alarm, High and Low temperature alarm. • Record Displays Date, Time, Min and Max Temperature. • Controller displays real-time temperature and alarm codes for easy use. • Wide double layer window for easy observation. • Warranty 3 Years			

3	**Item Name: - Tabletop Autoclave** **Technical Specifications:** • Sterilizer chamber capacity in L (usable volume): 20 - 25 litres • Type of cycle processes available: N- process • Sterilizer Chamber Type: Circular • Steriliser chamber material: SS 316 or better grade steel • Working Pressure of Chamber: 2.2 bar or better • Design Pressure of Chamber: 3.8 bar or better • Type of Sterilizer Chamber Door: Radially Opening Door • Sterilizer Chamber door Operation: Manual • Door sealing: By elastomeric rubber gasket suitable to withstand temperature upto 140 degree C & pressure upto 20-30 psi. • Sterilising Cycle Processes available: 121 degree C • Power Source: 220 Volt, 50 Hz AC electric supply • Number of Trays in steriliser chamber: 1 • Steriliser Loading Type: Top Loading • Audio- visual Alarm facility available for notifying: Temperature sensor failure, Pressure sensor failure, Phase time out, Door improperly closed, Power failure (no alarm if duration of power failure < 10 sec), Safety device malfunctioning, Low water level. • Comprehensive Warranty: 3 years. Quality and Certifications • Certifications: CE/BIS/USFDA			

5.5 Delivery Conditions

5.5.1 The contracted Bidder(s) (i.e., Supplier) shall supply total ordered quantity by the Procuring Entity in each purchase order within the period stipulated. However, it may be clearly understood that after expiry of validity of the contract, no supply will be permitted to the Supplier even if the total allocated quantity is not supplied by the Supplier for any reason. The Supplier will not have any claim whatsoever in this regard after expiry of the contract.

5.5.2 Timely delivery shall be considered as the essence of the purchase order. The supply must be made based on confirmed order. A period allowed for completion of supply against each Purchase Order (PO) which will commence from the date of issue of respective PO.

5.5.3 The Procuring shall place the Purchase Order any time during the currency of the contract.

5.6.4 **Notification of Dispatch**: Regarding each consignment shall be made to the procuring Entity by the Supplier, immediately on dispatch indicating full details of quantity of material so that the management may plan for storing and distribution of supplies.

5.6 Item-wise Warranty and Maintenance Requirement

S. No	Name of the Goods	Warranty Period	CMC/AMC (Post Warranty)
1	Refrigerated Centrifuge with UPS	03 Years	
2	Double Door Medical Refrigerator 2 to 20°C (450L or more)	03 Years	
3	Tabletop Autoclave	03 Years	

5.7 Design for Labeling/Printing on the Packaging

Govt of Assam Supply

6 Bidding Forms

6.1 Letter of Bid[3]

FORM-B1

Letter of Bid

Date: **[insert date (as day, month, and year) of Bid Submission]**

Tender Ref. No.: **[*insert number of bidding process*]**

To: The Managing Director
Assam Medical Services Corporation Limited
Central Drug Ware House Campus, Patharquary, Narengi, Guwahati, Assam-781026

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with **ITB 10** of Instructions to Bidders

(b) We meet the eligibility and qualification criteria as set out in this Bidding Document;

(c) We have no Conflict of Interest in accordance with ITB**4**.

(d) We have submitted the required bid security and bid processing fee as per **ITB 2.19 & 2.20.**

(e) We offer to supply following tendered item(s) in conformity with all terms and conditions as specified in the Bidding Documents including the quantity, quality standard and delivery conditions, etc., as specified in the "**Section-V: Schedule of Requirements**":

S. No	Name of the Item(s)	Make and Model of the item	Bid Security Deposited	Remarks
1				
2				
3				
4				

[3]*The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and address.*

(f) We have submitted both technical and price bid for above mentioned items and our bid shall be valid for a period of 180 days beyond the bid submission deadline in accordance with the Bidding Documents (ITB 2.18.1), and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(g) If our bid is accepted, we commit to obtain a performance security in accordance with the ITB 2.35 of Bidding Documents.

(h) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 2.4.3(v);

(i) We, along with any of our, suppliers, producer, or grower, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous Body, Authority by whatever name called under them;

(j) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in ITB Para 2.3 of the Bidding Documents;

(k) We hereby certify that we are neither associated nor has been associated directly or indirectly with any personnel/official or any other entity that has prepared the specifications and other documents for the subject matter of procurement;

(l) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;

(m) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;

(n) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

(o) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(p) We understand that you are not bound to accept the lowest evaluated bid or

any other bid that you may receive.

Name of the Bidder _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder _____

Title of the person signing the Bid _____

Signature of the person named above _____

6.2 Bidder Information Form

FORM-B2

Bidder Information

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month, and year) of Bid Submission*]

Tender Ref. No.: *[insert number of bidding process]*

1. Bidder's Name *[insert Bidder's legal name]*
2. Bidder's year of registration/incorporation: *[insert Bidder's year of registration]*
3. Bidder's Address: *[insert Bidder's legal address]*
4. Activities Undertaken by the Bidder:
5. Bidder's Authorized Representative Information
   a) Name: *[insert Authorized Representative's name]*
   b) Address: *[insert Authorized Representative's Address]*
   c) Telephone/Fax numbers: *[insert telephone/fax numbers]*
   d) Email Address: *[insert Authorized Representative's email address]*
6. Details of the Manufacturer and the Production/Processing facility from where the offered goods/item(s) have been produced and processed.

S. No	Name of the Goods/Item(s) offered	Name of the Manufacturer	Details of the Production Facility	Details of the Manufacturing License
1				
2				
3				
4				
5				
6				
7				

7. Years of experience in similar line of activity.

8. List of clients in Govt/Public Sector to whom supply has been done in last three years
9. Details of the Bank Account: (i) Name of the Bank: (ii) Type of Account (iii) Account Number: (iv) IFSC:

Signature of the Bidder/ Authorised Signatory
(Name, Address & Designation)

6.3 Bank Guarantee Format for Bid Security

FORMAT-B3

Bank Guarantee (Bid Security)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: Managing Director

Assam Medical Services Corporation Limited

Central Drug Ware House Campus, Patharquary, Narengi, Guwahati, Assam-781026

Tender Ref. No.: *[To insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder,]* (hereinafter called "the Applicant") will submit to the Beneficiary its bid (hereinafter called "the Bid") for supply of <broad description of the goods>under Tender Ref. No
…..... (“Bidding Document”).

Furthermore, we understand that, according to the Beneficiary’s conditions, bids must be supported by a Bid Security.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (__) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant,
(i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to

Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire:(a) if the Applicant is the successful bidder, upon Our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of

(i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii)twenty-eight days after the end of the Bid Validity Period.

BG confirmation can also be sought by sending email to (Bank Official email id)

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____

[Signature(s)]

Note:

(i) All italicized text is for use in preparing this form and shall be deleted from the final product

6.4 Manufacturer's Letter of Authorization[4]

FORM-B4

Manufacturer's Authorisation Letter

Date: *[insert date (as day, month, and year) of Bid Submission]*
Tender Ref. No.: *[insert number of bidding process]*

To: The Managing Director
Assam Medical Services Corporation Limited
Central Drug Ware House Campus, Patharquary, Narengi, Guwahati, Assam-781026

WHEREAS

We *[insert complete name & address],* who are manufacturer of *following items*, do hereby authorize *[insert complete name of Bidder]* to submit a bid, the purpose of which is to provide the following item(s), produced/manufactured by us, and to subsequently negotiate and sign the Contract.

S. No	Name of the Item(s)	Quality Certifications	Details of the Mfg. License	Details of Production Facility
1				
2				
3				
4				

We have been manufacturing product(s) of similar in nature as stated above since last three financial years ending on 31st March of the previous financial year.

We shall stand guarantor with respect to the quality and genuineness for the goods manufactured or produced by us and supplied by <*insert the name of the bidder*> to <insert name of the procuring entity>, on the award of the contract.

We also stand guaranteed to fulfill the warranty and maintenance obligations with respect to the goods manufactured by us as per the bid terms and conditions either directly or through our authorized representatives.

Authorization confirmation can also be sought by sending email to _____ (MAF Official email id)

[4]*[The Bidder (if not the manufacturer of the goods offered) shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer of the Goods offer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]*

Signed: *[insert signature(s) of authorized representative(s) of the Producer]*

Name: *[insert complete name(s) of authorized representative(s) of the Producer]*

Designation: *[Designation]*

Dated on_____day of_____,*[insert date of signing]*

6.5 Details of Supply to Government Department/ PSU

FORM- B5

Details of Supply to Government Department/PSU During Last Three Financial Years ending on 31st March of the previous financial year

Name of the Bidder: _____

Tender Reference No._____

Name of the Client in Public Sector	Order No. and Date	Description of the Goods Supplied	Value of Order	Quantity	Reason for delay in delivery, if any.
1	2	3	4	5	6

Signature

(Bidder/ Authorised Representatives)

The Bidder shall also furnish the following documents in connection with their past performance:

(i) **Copy of Purchase Orders/ Contract Agreement with Completion Certificate In case the Completion Certificate or documentary evidence (Client's certificate) confirming satisfactory completion of the contract is unavailable, the bidder may submit proof of payment received.**

6.6 Financial Strength of the Bidder

FORM-B6-A

Certificate on Financial Strength

(On the letterhead of Chartered Accountant/Statutory Auditor)

We/I have verified the Audited Financial Statement of Accounts and other documents of…….. having registered office at ……. pertaining to the financial year ending on 31st March of the previous financial year Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in INR Lakhs)

Financial Information	**Financial Year**			**Average**
	Audited	Audited	Audited	
Total Turnover				
Turnover from Similar Business[5]				
Net worth				

I/We also certify that the Bidder is in similar business for more than three years as on due date of submission of bid.

Date: Signature and seal of the CA firm

Place:

UDIN :……..

Note:

a) *The bidder must furnish audited financial statements for the above-mentioned financial years.*

b) *Similar business/activity shall include ……*

6.6 Financial Strength of the Manufacturer/OEM

FORM-B6-B

Certificate on Financial Strength

(On the letterhead of Chartered Accountant/Statutory Auditor)

We/I have verified the Audited Financial Statement of Accounts and other documents of…….. having registered office at ……. pertaining to the financial year ending on 31st March of the previous financial year Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(*Amount in INR Lakhs)*

Financial Information	**Financial Year**			**Average**
	Audited	Audited	Audited	
Total Turnover				
Turnover from Similar Business[5]				
Net worth				

I/We also certify that the Bidder is in similar business for more than three years as on due date of submission of bid.

Date: Signature and seal of the CA firm

Place:

UDIN :……..

Note:

c) *The Manufacturer/OEM must furnish audited financial statements for the above-mentioned financial years.*

d) *Similar business/activity shall include ……*

6.7. Power of Attorney for Signing of Bid

FORM-B7-A-Bidder

Format for Power of Attorney for Signing of Application
(On a Stamp Paper of Rs 100/-)

Power of Attorney

We,.....[*name and address of the registered office*] do hereby constitute, appoint and authorize Mr. / Ms. ….....(*name and residential address*) who is presently employed with us and holding the position of ……as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for supply of [insert brief description of the goods] including signing and submission of all documents and providing information to the Client (i.e. [*insert name of the Bid Inviting Entity*]) and its officials or representatives , representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____day of _____200_

For _____
(Signature)
(Name, Designation and Address)

Accepted
_____(Signature)
(Name, Title and Address of the Attorney)

Date: _____

Note:

i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure*.
ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*
iii. *In case the Application is executed outside India, the Applicant must get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.*

6.8. Power of Attorney for Signing of Bid

FORM-B7-B-OEM

Format for Power of Attorney for Signing of Application
(On a Stamp Paper of Rs 100/-)

Power of Attorney

We,.....[*name and address of the registered office*] do hereby constitute, appoint and authorize Mr. / Ms. ….....(*name and residential address*) who is presently employed with us and holding the position of ……as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for supply of [insert brief description of the goods] including signing and submission of all documents and providing information to the Client (i.e. [*insert name of the Bid Inviting Entity*]) and its officials or representatives , representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____day of _____200_

For _____
(Signature)
(Name, Designation and Address)

Accepted
_____(Signature)
(Name, Title and Address of the Attorney)

Date: _____

Note:

i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure*.

ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

iii. *In case the Application is executed outside India, the Applicant must get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.*

6.9. Undertaking by the Bidder

FORM-B8-A

Affidavit

(*To be submitted on non-judicial stamp paper of minimum Rs 50/- duly certified by Notary*)

We, M/s. …… (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

(i) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process, either individually or as member of a consortium as on the_____ (Date of Signing of Bidder).

(ii) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason;

(iii) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three years* preceding the commencement of the procurement process.

(iv) There is no conflict of interest in submitting this Bid.

(v) We shall abide by the clauses/ conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No.[*insert number &date*]for supply of [*insert the name of the Goods/subject matter of the Tender*], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Signature of the Bidder/Authorized Representatives

Name of the Bidder/Authorised Representatives

6.10. Undertaking by the OEM

FORM-B8-B

Affidavit

(*To be submitted on non-judicial stamp paper of minimum Rs 50/- duly certified by Notary*)

We, M/s. …… (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

(vi) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process, either individually or as member of a consortium as on the_____ (Date of Signing of Bidder).

(vii) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason;

(viii) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three years* preceding the commencement of the procurement process.

(ix) There is no conflict of interest in submitting this Bid.

(x) We shall abide by the clauses/ conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No.[*insert number &date*]for supply of [*insert the name of the Goods/subject matter of the Tender*], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Signature of the Bidder/Authorized Representatives

Name of the Bidder/Authorised Representatives

6.11. Price Bid/ BoQ

FORM-B9

PRICE BID[6]

(*To be submitted online only)*

S. No	Name of the Item	Description / Specification	Total Quantity	Unit Price [7] (Rs)	GST		Total Unit Price (Rs)
					Rate (%)	Amt (Rs)	
	1	2	3	4	5	6=5 x4	7=3+6
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							

Note:

(i) ***The quoted price shall be on FOR destination basis.***

(ii) ***GST, as applicable shall be paid separately on actuals.***

(iii) ***Price Bid (BoQ) format shall download from e-Procurement Portal in "xls" file and submitted online. Other price information, if required to be submitted as per the bidding document, shall be submitted online in the given format in "pdf" file and which shall form part of the price bid.***

[6] This is for reference only. The BoQ is available in the e-Procurement portal for download.

6.10 Checklist of Documents Submitted along with Technical Bid

FORM-B10

CHECKLIST

S.No	Description of the Document	Page		Remarks
		From	To	
1	Court Fee Stamp/IPO			
2	Bid Processing Fee			
3	Bid Security			
4	"Letter of Bid" as per Form provided in Section VI – Bidding Forms(Form-B1)			
5	"Bidder Information Form" provided in Section VI: Bidding Forms(Form- B2)			
6	Manufacturer's Authorization Letter, in case the bidder is not the Manufacturer of the quoted item(s), as per Form given in Section VI:Bidding Forms (Form-B4)			
7	Details of supply to Government Departments/PSU (for a period of last three years) as per format given in Section VI: Bidding Forms along withsupporting documents (Form-B5)			
8	"Certificate on Financial Strength" of the Bidder as per format given inSection VI: Bidding Forms (Form-B6-A/B6-B)			
9	Duly Executed "Power of Attorney "for the Authorised Signatory of theBid as per format given in Section VI: Bidding Forms (Form-B7)			
10	"Undertakings by the Bidder" as per format given in Section VI: BiddingForms (Form-B8)			
	Technical Cum Compliance Specification Sheet as per schedule ofrequirement and Catalogue/Datasheet of the product			
12	Valid "Registration Certificate" issued by District Industries & Commerce Centre (DI&CC), Govt. of Assam; in case bidder seeks to avail exemption from submission of bid security (in accordance with ITBPara 2.20.2) and/or price and purchase preferences for the goods requiredunder Section V: Schedule of Requirements, in accordance with ITB Para2.34.			
13	Documents establishing the compliance to the required quality standards of the product offered and of the process followed by the manufacturer inaccordance with ITB Para 2.16 and Section-V: Schedule of Requirements (Para 5.5)			
14	Bidder's Certificate of Incorporation/ Registration, Article and Memorandum of Association or any such registration document			
15	Self-attested copy of PAN;			
16	Self-attested copy of GST Registration Certificate.			

17	The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year i.e. 2020-21, 2021-22, 2022-23 or 2021-22, 2022-23, 2023-24), should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant /Cost Accountant indicating the turnover			

	details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3- year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. Additionaldocuments, if any, as mentioned in BDS.			
18	Price Bid as BOQ (as e.g. set in Form-B9) to be uploaded online only.Hardcopy of the same will not be accepted.			
19	Checklist of Documents" submitted along with the Bid in the Format(Form-B10) as given in Section VI: Bidding Forms			
20	Any Other documents required as per ten der terms & conditions			

SECTION-VII

7. General Conditions of Contract

7.1 Definitions

The following words and expressions shall have the meanings hereby assigned to them:

(a) “BIE/TIE” means Bid/Tender Inviting Entity i.e., the Entity that issues the Bidding Document inviting Bid.

(b) BIA/TIA” means the Bid/Tender Inviting Authority/ Procuring Entities.

(c) “Contract” means the Contract Agreement entered between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

(e) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(f) “Day” means calendar day.

(g) “Completion” means the fulfillment of all obligations by the Supplier in accordance with the terms and conditions set forth in the Contract.

(h) “GCC” means the General Conditions of Contract.

(i) Goods, as defined in the Assam Public Procurement Act, 2017 and related Procurement Rules, may include all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of goods of the value of services or works or both does not exceed that of the goods themselves.

(j) “Purchaser” means the entity purchasing the Goods, **as specified in the**

SCC.

(k) "SCC" means the Special Conditions of Contract.

(l) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(m) "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(n) "The Project Site," where applicable, means **the place named in the SCC**."

7.2 Contract Documents

7.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

7.3 Code of Integrity

7.3.1 The Procuring Entity and all its officers or employees, whether involved in the procurement process or otherwise, or Bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

7.3.2 Govt. of Assam prescribes to the Procuring Entity and Bidders to uphold the Code of Integrity, which prohibits their officers or employees or a person participating in a procurement process the following:

(i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

(ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

(iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

(v) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;

(vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(vii) any obstruction of any investigation or audit of a procurement process;

(viii) making false declaration or providing false information for participation in –

a) tender process or to secure a contract;

b) disclosure of Conflict of Interest;

c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity

7.3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the Purchaser after giving a reasonable opportunity of being heard, may take appropriate measures including:

(i) calling off of pre-contract negotiations and forfeiture or encashment of bid security;

(ii) forfeiture or encashment of any other security or bond relating to procurement;

(iii) recovery of payments made by the Purchaser along with interest thereon at bank rate;

(iv) cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity/Purchaser;

(v) debarment of the bidder from participation in any future procurements from any of any Procuring Entity for a period not exceeding three years

(vi) exclusion of the bidder from the procurement process;

7.4. Interpretation

7.4.1 If the context so requires it, singular means plural and vice versa.

7.4.2 Incoterms

(i) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(ii) The term DDP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms **as specified in the SCC** and published by the International Chamber of Commerce in Paris, France**.**

7.4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral of the parties with respect there to made prior to the date of Contract.

7.4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

7.4.5 Non-waiver

(i) Subject to GCC Sub-Clause 7.4.5(ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(ii) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

7.4.6 Severability

(i) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

7.5 Language

7.5.1 Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-certified accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

7.5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

7.6. Joint Venture or Consortium

7.6.1. If the Supplier is a joint venture, or consortium, all the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or, consortium, shall not be altered without the prior consent of the Purchaser.

7.7. Eligibility

7.7.1 The Supplier and its Subcontractors shall have the nationality of any country with which India has not banned trade relations.

7.7.2 All Goods to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied

7.8. Notice

7.8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the **address specified in the SCC.** The term “in writing” means communicated in written form with proof of receipt.

7.8.2 A notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.

7.9. Law Governing Contract

7.9.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India.

7.10. Settlement of Dispute

7.10.1 The Purchaser and the Supplier shall make every effort to resolve amicably any disagreement or dispute arising between them under or in connection with the Contract.

7.10.2 Dispute Redress Mechanism: 2-tier (Procuring Entity Level Dispute Redress Committee headed by the Managing Director or State Redress Committee).

7.10.3 If, the dispute is not settled through dispute settlement mechanism and if after sixty (60) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration wherever applicable, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

7.10.4 Not withstanding any reference to arbitration herein,

(i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(ii) the Purchaser shall not be required to pay the Supplier any monies to the Supplier in respect of the matter related to the arbitration unless otherwise agreed.

7.11. Inspection and Audit by Govt. of Assam

7.11.1 The Supplier shall keep accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

7.11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Govt. of Assam and/or persons appointed by the Govt. of Assam to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Govt. of Assam, if requested. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 2.3 [Code of Integrity], which provides, inter alia, that acts intended to materially impede the exercise of the Govt. of Assam's inspection and audit rights provided for under this Sub-Clause 2.11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Govt. of Assam's prevailing sanctions procedures)

7.12. Scope of Supply

7.12.1 The Goods to be supplied shall be as specified in the Schedule of Requirements.

7.13. Delivery & Document

7.13.1 Subject to GCC Sub-Clause 7.33.1, the Delivery of the Goods shall be in accordance with the Delivery Schedule specified in the "Schedule of Requirements". The details of documents to be furnished by the Supplier are specified in the SCC.

7.14. Supplier's Responsibility

7.14.1 The Supplier shall supply all the Goods in accordance with **"Section-5: Schedule of Requirement"** and in conformity with GCC Clause 7.12&7.13. The Supplier shall arrange all applicable clearances from the concerned statutory authorities in relation to the supply of seed under the contract.

7.15. Contract Price

7.15.1 The contracted price at which the Supplier charge for the Goods supplied shall not vary from the prices quoted by the Supplier in its bid (remain firm), except for any price adjustments authorized in the **SCC.**

7.16. Terms of Payment

7.16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

7.16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered by the documents submitted pursuant to **GCC Clause 13** and upon fulfillment of all other obligations stipulated in the Contract.

7.16.3 Payments shall be made by the Purchaser, after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it subject to the liquidated damage for delayed supply as mentioned in **Para 7.23** below.

7.16.4 On completion of supply of ordered quantities, invoices with challan copies supported by stock entry along with installation reports (certified by the Head of the Health Institution) and warranty certificates should be submitted, addressed to the Tender Inviting Authority.

7.16.5 E-Way bill to be submitted.

7.16.6 The payments shall be made to the Supplier under this Contract in Indian Rupees only.

7.17. Taxes & Duties

7.17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc.,

incurred until delivery of the contracted Goods to the Purchaser.

7.18. Performance Security

7.18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the purchase order, whichever is earlier, provide a performance security for the performance of the Contract of the amount specified in the SCC.

7.18.2 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.

7.18.3 The Performance Security, if required, shall be denominated in Indian Rupees and shall be in one of the formats stipulated by the Purchaser in the **SCC**.

7.18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than forty-five (45) days following the date of Completion of the Supplier's performance obligations under the Contract, unless specified otherwise in the **SCC.**

7.19. Packaging & Documents

7.19.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

7.19.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

7.20. Inspection & Testing

7.20.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods as are specified in the **SCC.**

7.20.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in India as specified in the **SCC.** Subject to GCC Sub-Clause 7.20.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

7.20.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 7.20.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

7.20.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

7.20.5 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

7.20.6 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 7.20.4.

7.20.7 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 7.20.5, shall release the Supplier from any warranties or other obligations under the Contract.

7.21 Confidential Information

7.21.1 Any information derived or otherwise communicated by the Purchaser to the Supplier in connection with the contract shall be kept / treated as secret and shall not without written consent of the Purchaser be published or disclosed to any third party or made use of by the Supplier except for the purpose of execution of the contract.

7.21.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality like that imposed on the Supplier under GCC Clause 7.35.

7.21.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

7.21.3 The obligation of a party under GCC Sub-Clauses 7.21.1 and 7.21.2 above, however, shall not apply to information that:

(i) the Purchaser or Supplier need to share with the such institution(s) participating in the financing of the Contract;

(ii) now or hereafter enters the public domain through no fault of that party;

(iii) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(iv) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

7.21.4 The above provisions of GCC Clause 7.21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

7.21.5 The provisions of GCC Clause 7.21 shall survive completion or termination for whatever reason, of the Contract.

7.22 Sub-contracting

7.22.1 The Supplier shall not sublet or assign the contract or any part of it to the third party without obtaining the written consent / permission from the Purchaser in advance.

7.23 Liquidated Damages for Delay & Non-supply

7.23.1 The Supplier must start supply of goods and incidental services as per the date mentioned in the order and must complete the order within the stipulated period from the date of issue of Purchase Order.

7.23.2 Except as provided under GCC clause 7.26, if the delivery of supply is delayed or not executed by the Supplier beyond stipulated date, then Purchaser shall have the right to exercise the following options:

(a) To treat the default as breach of contract and to terminate the contract forthwith forfeiting security deposit and taking other action against the Supplier within the provisions of contract.

(b) Purchaser reserves the right to accept the material after imposing the penalty **@1%** of the value of the Purchase Order for every week and part thereof the period of delay from the delivery period subject to maximum of 10% of the total value of material delayed.

(c) Purchaser shall have the right to purchase the material in full or part thereof, at the risk and cost of the Supplier in case Supplier fails to supply the allocated or indented quantity within the specified time.

7.24 Limitation of Liability

7.24.1 Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of replacing the substandard Goods supplied, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

7.25 Change in Laws & Regulations

7.25.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with **GCC Clause 7.15.**

7.26 Force Majeure

7.26.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

7.26.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier.

Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

7.26.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7.27. Extension of Time

7.27.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods pursuant to GCC Clause 7.14, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

7.27.2 Except in case of Force Majeure, as provided under GCC Clause 7.26, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 7.23, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 7.27.1.

7.28. Termination

7.28.1 Termination for Default

(a) The Purchaser without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

i) if the Supplier fails to deliver any or all the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause7.27.

ii) if the Supplier fails to perform any other obligation under the Contract; or

iii) if the Supplier, in the judgment of the Purchaser has engaged in breach of Code of Integrity, as defined in GCC Clause 7.3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part,

pursuant to GCC Clause 7.28.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods like those undelivered, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods procured by the Purchaser. However, the Supplier shall continue performance of the Contract to the extent not terminated.

7.28.2 Termination for Insolvency.

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

7.28.3 Termination for Convenience.

a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of terminations hall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

7.29. Warranty

7.29.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

7.29.2 Subject to GCC Sub-Clause 7.32.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the state.

7.29.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the

SCC.

7.29.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

7.29.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

7.29.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

7.30. Transportation and incidental Service

7.30.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

7.30.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(i) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(ii) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(iii) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(iv) performance or supervision or maintenance and/or repair of the supplied Goods, for a period agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;

(v) and training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

7.32.1. Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

7.31. Insurance

7.33.1. Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

7.32. Specifications & Standards

7.32.1 Technical Specifications & Drawings:

(a) The Goods and related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in "**Section VI, Schedule of Requirements**" and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 7.34.

7.33. Copyright

7.33.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser/Authority directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

7.34. Change of Order & Contract Amendment

7.34.1 The Purchaser may at any time order the Supplier through notice in accordance to GCC Clause 7.8, to make changes within the general scope of the Contract in any one or more of the following:

(i) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(ii) the method of shipment or packing;

(iii) the place of delivery; and

(iv) the related services to be provided by the Supplier.

7.34.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

7.34.3 Prices to be charged by the Supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

7.34.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

7.35. Patent Indemnity

7.35.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 7.35.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

7.35.2 The installation of the Goods by the Supplier or the use of the Goods at the Purchaser's Site; and the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

7.35.3 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 7.35.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

7.35.4 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after

receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

7.35.5 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

7.35.6 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature ,including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

7.36. Assignment

7.20.8 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other part

SECTION VIII

8 Special Conditions of Contract[8]

GCC Clause	Particulars
GCC 7.1.1(h)	The Purchaser is: Managing Director Assam Medical Services Corporation Limited On behalf of Govt. of Assam.
GCC 7.1.1 (l)	The Project Site(s)/Destination(s)/Delivery Locations are as Specified in **"Section-VI: Schedule of Requirement".**
GCC 7.4.2 (ii)	The version edition of Incoterms shall be ***2010***
GCC 7.8.1	For **notices**, the Purchaser's address shall be: Office of the Managing Director Assam Medical Services Corporation Limited Central Drug Ware House Campus, Patharquary, Narengi, Guwahati, Assam-781026 For **notices**, the Supplier's address shall be: As per Contract

[8]Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC).Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

GCC 7.10.3	The rules of procedure for arbitration proceedings pursuant to GCC Clause 7.10.3 shall be as follows: i) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996. ii) If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act1996. iii) The venue of Arbitration shall be Guwahati and the language of the arbitration proceedings and that of all councils and communications between the parties shall be in English. iv) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. v) The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings. vi) If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined.

GCC 7.13.1	Details of Documents to be furnished by the Supplier are: (i) One original and two copies of the valid invoice in name of Purchaser, indicating the Contract number, Goods description, quantity, unit price, and total amount being claimed. (ii) Acknowledgement of receipt from designated officials/ representatives of Purchaser matching with the details of the bill. (iii) Document establishing the source of procurement to the satisfaction of the Purchaser. (iv) Details of the delayed supply, if any. (v) Any other documents may be specified by the Purchaser as per the nature of the goods.
GCC 7.15.1	The prices charged for the Goods supplied and the related Services performed shall remain firm during the performance of the contract.
GCC 7.16.1	Payment schedule against valid invoice shall be as below: (i) 90% payment will be released within 30 days from date of receipt of material along with invoices subject to satisfactory test reports and fulfilling other requirements. The balance 10% payment will be released after successful completion of supply, installation and training, as applicable (i.e., issue of Final Acceptance/performance Certificate). (ii) On completion of supply of ordered quantities, invoices with challan copies supported by stock entry along with installation reports (certified by the Head of the Health Institution) and warranty certificates should be submitted, addressed to the Tender Inviting Authority. (iii) E Way Bills to be submitted. (iv) No other expenditures shall be permitted in the invoice except of effect of any change in taxes or levies as imposed by either State Govt. or Central Govt. or by local body/ authority. The Supplier shall make payment of the difference of amount due to change in taxes and duties. (v) Payment hall be made by electronic clearing systems (ECS) to the Supplier's nominated bank account.
GCC 7.18.1	(i) The Performance Security shall be for an amount of 5% of the contract value, valid up to 45 days beyond the contract period.
GCC 7.18.3	(i) The performance security shall be in the form of a bank guarantee and the named beneficiary shall be Managing Director, AMSCL. The bank guarantee shall be issued by a Scheduled Bank in India and in the format provided in the Bidding Documents.

GCC 7.18.4	(i) The Performance Security will be discharged and returned to the Supplier not later than 45 days following the date of completion of the Supplier's performance obligations, under the contract.
GCC 7.20.1	All tests and/or inspections of the Goods shall be borne by bidder.
GCC 7.20.2	To be decided at later stage
GCC 7.29.3	Warranty: 03 Years after the successful installation and commissioning at consignee site.
GCC 7.29.5	Upon receipt of such notice, the Supplier within 72 Hours**,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser
GCC 7.29.6	If having been notified, the Supplier fails to remedy the defect within 72 hours, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
GCC 7.30.1	Price shall be all inclusive up to the Point of Delivery i.e. F.O.R destination.
GCC 7.30.2	Not Applicable

Note:

- ***SCC as given above is just an illustration the Procuring Entity may customize the contents as per the nature of the goods.***

SECTION – IX

9. Contract Form

9.1 Draft Agreement Form

Agreement

1. *[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

2. *Agreement Form (sealed and signed) has to be submitted by both the selected bidder as well as Manufacturer and it would be considered as tripartite agreement.*

THIS AGREEMENT made

the *[insert: **number]*** day of *[insert: **month**]*, *[insert: **year**]*.
BETWEEN

(1) *Managing Director*, AMSCL *an agency under Department of the Health and Family welfare, Government of Assam}, or Procuring Entity incorporated under the laws of Govt. of India* and having its principal place of business at Central Drug Ware House Campus, Patharquary, Narengi, Guwahati, Assam-781026 (hereinafter called "the Purchaser"), of the one part, and

(2) *[insert name of Supplier]*, a company incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part:

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

   (a) the Letter of Acceptance

   (b) the Letter of Bid

   (c) the Addenda Nos.____(if any)

(d) Special Conditions of Contract

(e) General Conditions of Contract

(f) the Specification (including Schedule of Requirements and Technical Specifications)

(g) the completed Schedules (including Price Schedule)

(h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the

Purchaser Signed: *[insert*

signature]

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness*

For and on behalf of the Manufacturer/OEM

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness*

9.2 Letter of Acceptance

Letter of Acceptance

[on letterhead of the Procuring Entity]

. . . . . ***date***. . . . . .

To: ***[insert name and address of the Supplier]***

Subject: ***Award of Contract***

This is to notify that your Bid dated_____[insert *date of bid submitted by the bidder]* for the execution of_____*[insert brief description of Goods and related services]* against Bid Invitation Ref.No._____ _____*(Insert Tender Ref. No.]* is hereby accepted by us for the Contract Amount of Rs._*[insert amount in numbers and words]*, as corrected and modified in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security in accordance with the Conditions of Contract and sign the contract within 28 days from issue of this letter. The format for Performance Bank Guarantee is given in "**Section-IX: Contract Forms**" of this Bidding Documents.

Authorized Signature:
.....

Name and Designation of Signatory:
.....

Name of Purchaser:
.....

9.3 Bank Guarantee Format for Performance Security

Bank Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Beneficiary: THE MANAGING DIRECTOR
ASSAM MEDICAL SERVICES CORPORATION LIMITED
Central Drug Ware House Campus, Patharquary, Narengi, Guwahati, Assam-781026

Date: _ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that the bid submitted by *[insert name of Supplier]* (hereinafter called "the Applicant") in response to the Tender *[insert reference no & date]* has been accepted by [*Insert name of the Procuring Entity]* (hereinafter called ”the Beneficiary”) vide [*insert letter No. & Date]* and the Applicant has to enter in to a contract with the Beneficiary, for the supply of _ *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of*[insert amount in figures]* ()*[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

BG confirmation can also be sought by sending email to _____ (Bank Official email id)

This guarantee shall expire, no later than the …. Day of ……, 2…, and any demand for payment under it must be received by us at this office indicated above on or before

that date.

_____

[signature(s)]

Note:

a) *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance.*

b) *Insert the date twenty-eight days after the expected completion dates described in GC Clause 7.18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one- time extension of this guarantee for a period not to exceed [six months] [one year],in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product