

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

Tender Ref No: AMSC-IT0PROC/2/2025-IT LOG-AMSC-AMSCL/ECF No:635037 Dated: 01/04/2025

e-Tender Notice

FOR EMPANELMENT OF SERVICE PROVIDER FOR DESIGNING OUTDOOR BRANDING, ROAD-SHOWS, EXHIBITIONS, EVENT MANAGEMENT & MAINTAINING OF DIGITAL AND SOCIAL MEDIA HANDLE ETC.

e-Tenders in Two Bid System i.e. Technical Bid and Price Bid (BOQ to be uploaded) affixing court fee stamp of Rs 8.25 or IPO of Rs 10/- only, are invited by Assam Medical Services Corporation Limited from **reputed Service Provider/ Agency for Empanelment of service provider for Designing Outdoor Branding, Road-Shows, Exhibitions, Event Management & Maintaining of Digital and Social Media Handle etc.**

The complete e-tender documents may be obtained from the website <https://assamtenders.gov.in>. The participating bidders should have valid Digital Signature Certificate (DSC) and must register in the portal <https://assamtenders.gov.in>. The tender should be submitted online on the portal <https://assamtenders.gov.in> on or before the last date and time of submission of bid.

The Bidder shall also submit the proof for payment like non-refundable tender processing fee and EMD as detailed in the Tender document.

The original Court Fee Stamp/IPO along with the hardcopy of technical bid only should be submitted to the office of the Managing Director, Assam Medical Services Corporation Limited, Assam Central Drug Ware House Campus, Patherquery, Narengi, Guwahati, Assam-781026 on or before the last date and time of submission of the bid.

Important Dates of the Tender:

Sl. No.	Scheduled	Start date	Start Time	End Date	End Time
1	Publication of Tender	03/04/2025	6:00 P.M.		
2	Tender Download	03/04/2025	6:30 P.M.		
3	Last Date of submission of Prebid queries			08/04/2025	01:00 P.M.
4	Pre bid Meeting	09/04/2025	03:00 P.M.		
5	Tender Submission	18/04/2025	01:00 P.M.	23/04/2025	02:00 P.M.
6	Tender Opening	23/04/2025	04:30 P.M.		

-sd/-

Managing Director
Assam Medical Services Corporation Limited

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

**TENDER FOR EMPANELMENT OF SERVICE PROVIDER
FOR DESIGNING OUTDOOR BRANDING, ROAD-SHOWS,
EXHIBITIONS, EVENT MANAGEMENT & MAINTAINING
OF DIGITAL AND SOCIAL MEDIA HANDLE ETC.
(NATIONAL COMPETITIVE BIDDING)**

NOTICE INVITING TENDER (NATIONAL COMPETITIVE BIDDING)

Tender Ref No: AMSC-IT0PROC/2/2025-IT LOG-AMSC-AMSCL/ECF No:635037 Dated: 01/04/2025

Assam Medical Services Corporation LTD (**AMSCL**) invites online bids for Empanelment of service provider for Designing Outdoor Branding, Road-Shows, Exhibitions, Event Management & Maintaining of Digital and Social Media Handle etc. for a period of one (1) year (mutually extendable by another one (1) year) on as and when required basis.

Sl. No.	Key Events	Date, Time & Venue
1	Date of publication of Tender:	03/04/2025 at 6:00 P.M.
2	Availability of Tender Document	Website: https://assamtenders.gov.in/
3	Last date of submission of pre bid queries:	08/04/2025 up to 01:00 P.M.
4	Pre bid meeting Date & Time	09/04/2025 at 3:00 P.M.
5	Start Date & Time for online submission of Bid and Offline Submission on Hard Copies	18/04/2025 from 1:00 P.M.
6	End Date & Time for online submission of Bid and Offline Submission on Hard Copies	23/04/2025 up to 02:00 P.M.
7	Date & Time for opening of Technical Bid	23/04/2025 at 04:30 P.M.
8	Address for Communication	Office of the Managing Director, Assam Medical Services Corporation Limited, Assam. Address: Central Drug Ware House Campus, Patherquerry, Narengi, Guwahati, Assam-781026 Email id: md-amscl@assam.gov.in
10	Tender Processing fee	Rs 2000/- (Rupees Two Thousand only) through Online Payment Procedure available in https://assamtenders.gov.in/ .

1. INSTRUCTIONS TO BIDDERS

A. Introduction

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

B. Objective

Assam Medical Services Corporation intends to empanel service provider for Designing Outdoor Branding, Road-Shows, Exhibitions, Event Management & Maintaining of Digital and Social Media Handle etc. for a period of one (1) year (mutually extendable by another one (1) year) on as and when required basis.

The detail scope of work for the events will be define in the limited tender.

The summary of scope of work is as follows:

- i) **Road Shows:** Series of presentations or meetings held in different locations. National AYUSH Mission, Assam organized different outdoor activities to promote Ayush through the state. The empaneled vendor will have to arrange such events from time to time.
- ii) **Exhibitions:** The National AYUSH Mission, Assam participates in different exhibitions by providing stalls with the printing of different IEC activities on PVD made boards, Designing of facias, Digital display of IEC activities. All items have to be provided by the selected vendors including designing and printing.
- iii) **Event Management:** The National AYUSH Mission, Assam organizes events like Regional Review Meeting with the participations of Hon'ble Health Ministers and other dignitaries from NE states, All Assam Yoga Competition, World Ayurveda Day, World Homoeopathy Day, Naturopathy Day. etc. from time to time. The Scope of work for Event Management includes Selection of

venue, branding at the venue and city branding if required, arrangement of accommodation for the guests, arrangement of vehicles, foods, designing and decoration etc.

iv) Maintaining of Digital & Social Media Handle:

- 1) Management of the various social media pages/accounts/handles under the National Ayush Mission, Assam and create new ones whenever necessary and constantly update the content and regularly monitor the comments and reactions.
 - 2) Ensure regular social media update.
 - 3) Plan and execute paid digital campaigns to grow follower base or boost posts for wider reach on social media, as & when required and specifically asked by National Ayush Mission, Assam. Expenses for the same will be paid extra as applicable and approved by National Ayush Mission, Assam.
 - 4) Plan and execute Influencer Campaign on social media, as & when required and specifically asked by National Ayush Mission, Assam. Expenses for the same will be paid extra as applicable and approved by National Ayush Mission, Assam.
 - 5) Social media Live coverage on Facebook, Instagram and YouTube, as and when required.
- v) Note: Cost of all the Air-condition/ Screen-time hiring, logistical expenses for the Media/ Influencers/ Icons/ Celebrities etc. if any, shall be reimbursed to the selected agency upon production of prior approval by National Ayush Mission, Assam and original bills. Reimbursement for fees charged by performing Celebrity artists will be at actual.

C. General Instructions

- i. The bidders are instructed to read the complete bid document beforehand carefully and then prepare and submit the bid in advance to avoid any bottlenecks, whatsoever, in the last minute of submission.
- ii. It is expected from all bidders that they will ensure that documents to be used in bid submission are processed through reliable and responsible person/official. The person/official who shall be authorized by the bidder to submit the bid using the digital signature is a person of integrity to ensure that the confidentiality of your bid submissions including rates is maintained till the time the bid is opened.
- iii. Bidders not fulfilling the eligibility criteria as set out in the bid document should abstain from participating in the bidding process, as their bid shall be rejected and not considered for further

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

D. Earnest Money Deposit (EMD)

- i. EMD shall be @ Rs 60,000/- (Rupees Sixty Thousand only). Without minimum EMD, a bid will not be considered at all. STARTUPS registered in Assam and has obtained My Assam STARTUP ID (MASI) only will get 50% exemption from payment of Earnest Money.
- ii. Online Payment Procedure as follows:
 - a) A Bidder shall login to <https://assamtenders.gov.in> using his/her login ID and password.
 - b) Bidder shall initiate payment of pre-defined TENDER Processing Fees / Bid Security/EMD for that TENDER by selecting "Pay Online" option and choose payment option as SBI Bank.
 - c) After accepting the Terms & conditions, system will redirect to

State Bank Multi Option Payment System (SBMOPS) to choose mode of online payment from either Internet Banking or NEFT/RTGS.

i. Internet banking from any Banks listed at (SBMopS):

Step 1: After selecting the desired Bank for online fund transfer under Net Banking section at SBMOPS on e-Procurement portal, bidder shall be redirected to the login page of the selected Bank to complete the payment procedure.

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

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

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

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

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

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

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

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

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

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

E. Bid Validity

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

2. ELIGIBILITY CRITERIA

A. Constitution of the Bidder

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

B. Turnover Criterion

- i. Average Annual Turnover of the bidder in the last three financial years i.e. 2021-22, 2022-23 & 2023-24 shall not be less than Rs.30 Lakhs & the average annual turnover certificate should be certified by CA with UDIN.
- ii. Explanatory Note: In case of merger/amalgamation/transfer of business/transfer of assets etc. of a bidding firm affects the bid condition relating to Turnover in preceding years, the eligibility of a bidder in this regard shall be ascertained by the Tender Committee on the basis of the relevant statutory documents submitted along with the bid and the decision of the Tender Committee shall be final and binding.

C. Work Experience

- i. The Bidder should have executed annual volume of Services of Rs.30,00,000/- during any one of the last 3 (three) financial years.
- ii. The Bidder should have experience as service provider in the provision of at least two similar service contracts of value not less than Rs.15,00,000/- during 3 (three) financial years in public

sector including Government / Semi-Government Agencies, Public Sector Undertakings, Urban Local Bodies etc.

- iii. The Bidder must be a business entity in existence for more than for 3 (three) financial years (i.e FY 2021-22, FY 2022-23 & FY 2023-24).

D. Debarment and Blacklisting

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

E. Registration

- i. The Bidder should have registration with appropriate authorities as constitution of the bidding firm/ company such as Certificate of Incorporation, including Income Tax and GST Authorities.

3. PREPARATION AND SUBMISSION OF BID

A. Techno-commercial Bid

- i. Bidders are required to submit online bid through e-Tender portal <https://assamtenders.gov.in>.
- ii. EMD shall be @ Rs 60,000/-. Without EMD, a bid will not be considered at all. In case of EMD, Online Payment Procedure is to be followed as mentioned above.
- iii. Documentary evidence regarding constitution of the bidding firm such as Certificate of Incorporation, Memorandum& Articles of Association, Partnership Deed etc. with details like Name, Address, Telephone Number, E-mail Address of the firm with names of the Managing Director / Partners / Proprietor.
- iv. Attested photocopy of Copy of the Contract for providing similar service in last three financial years in public sector including Government / Semi-Government Agencies, Public Sector Undertakings, Urban Local Bodies etc.
- v. Attested photocopy Power of Attorney, Resolution of Board, etc., authorizing an officer of the bidding firm to submit the bid on their behalf should be enclosed along with the Bid. Such power of attorney holder is only authorized to sign and submit the bid documents.

- vi. Authorization Letter nominating an officer of the Bidder to transact the business with AMSCL, ASSAM, if the officer is different from the above Para, shall also be enclosed.
- vii. Undertaking in the form at **Annexure- I, Annexure- II & Annexure- III.**
- viii. Annual Turnover Certificate in last 3 (three) financial years i.e., 2021-22, 2022-23 & 2023-24 in the format as given in **Annexure-IV** and duly certified by the Auditor/Chartered Accountant. Attested copies of audited “Profit & Loss Statement” and “Balance Sheet” must be submitted along with the Annual Turnover Certificate as issued by the Auditor/Chartered Accountant for the corresponding period.
- ix. Copy of the GST Registration Certificate and PAN Card shall be submitted along with the bid.
- x. Undertaking on fraud and corruption in the format at **Annexure-VI.**
- xi. The Stamp Paper should be minimum Rs.100/-.
- xii. The Tender document serially numbered sealed and signed by the Bidder or by duly authorized power of attorney holder in all pages with office seal.
- xiii. A Checklist (**Annexure-VII**) for the list of documents enclosed with their page number. The documents should be serially arranged as per this **Annexure-VII** and should be securely tied or bound.

4. EVALUATION, SELECTION & ACCEPTANCE OF TENDER

A. Bid Opening

- i. Procuring Entity will open all the bids received online within due date of submission as mentioned in the NIB or as extended by the TIA.
- ii. All bidders (or their authorized representatives) are entitled to be present on the date and time of opening of Bid submitted by them.

B. Technical Evaluation.

- i. The tender shall be evaluated by an Evaluation Committee to be constituted for the purpose.

- ii. Bids will be evaluated with reference to technical parameters to determine the technically qualified bidders. Technically qualified bidders will be empaneled under AMSCL.
- iii. The work will be allotted on need basis after taking price quotations from the empaneled firms. The bidder quoting the lowest price shall be ranked as L1 bidder of that item and work will be allotted accordingly. Limited tender will be floated for the purpose.
- iv. Any effort by any bidder to influence the evaluation process may result in the rejection of its bid.

C. Right to Reject Tender

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

D. Conditional Bid

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

5. Agreement:

- i. The successful bidder shall execute an agreement in the format at **Annexure-VIII** on a non-judicial stamp paper of the value of Rs. 100 (stamp duty to be paid by the bidder) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted for empanelment.

6. TERMS & CONDITIONS

A. General Issues of the Contract

- i. The service agreement with the Service Provider shall be for a period of 1 year from the date of signing.
- ii. AMSCL/Client may extend the period of empanelment for another one (1) year subject to the consent of the Service Provider with similar terms and conditions, if required, without any cost implication.
- iii. The Agency will be abided by the details furnished by it along with the proposal or at a subsequent stage. In case, any of such documents furnished or declaration made by the Agency is found

to be false at a later stage, it would be deemed to be a breach of contract making it liable for legal action besides termination of the contract and forfeiture of performance security.

- iv. AMSCL/Client reserves the right to terminate the Contract at any time before its expiry (premature termination) if the service is found to be unsatisfactory in the manner as specified in the termination clause.
- v. The Client/AMSCL shall not be responsible for any financial loss or any injury to any person deployed by the Agency in the course of their performing the functions/duties, or for payment towards any compensation.

B. Payment, Penalty and Dispute Resolution

- i. No advanced payment will be made to the Service Provider.
- ii. Bill in triplicate to be submitted in AMSCL office on Monthly basis along with following documents.
 - Copy of the work order.
 - Proof of Service Delivered.
- iii. Penalty will be deducted from the monthly bill amount, if any.
- iv. The Client/ AMSCL reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- v. In the event of any dispute arising in the interpretation of the clauses of the contract effort shall be made to resolve through mutual discussion/consultation between the Management and the Agency.
- vi. All legal disputes arising under this contract between the parties will be subjected to resolve under jurisdiction of Guwahati Court or High Court of Assam.

C. Termination

- i. The contract can be terminated at any point of time prior to its completion by either of the parties with 60 days of notice period without assigning any reason thereof.
- ii. The Client may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including

carrying out the services, provided that such notice of suspension:

- a. Shall specify the nature of failure, and
 - b. Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- iii. The Authority after giving 60 days' clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (a) to (b), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.
- a. If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Government have subsequently approve in writing.
 - b. If the service provider becomes insolvent or bankrupt.
 - c. If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
 - d. If, in the judgment of the Government, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

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

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

E. Non-communication of Blacklisting or Debarment

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

F. Agreement:

- i. The successful bidder shall execute an agreement in the format at **Annexure-IX** on a non-judicial stamp paper of the value of Rs. 100 (stamp duty to be paid by the bidder) within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

G. Security Deposit:

- i. The agency within 15 working days from date of receipt of the order shall submit Security Deposit of @5% of order value in the form of either:
 - a) irrevocable Bank Guarantee from any Indian Schedule Bank in favour of “ASSAM MEDICAL SERVICES CORPORATION LTD”. Bank Guarantee confirmation to be sent through SFMS to HDFC Bank (IFSC: HDFC0000264, Currency Chest Building, Subham Build well Compound, Guwahati - 781005) (Such Bank Guarantee shall be valid for Service period + 2 months from the date of Order)
 - b) Deposit through online mode (A/C no. 50100516234601, HDFC Bank, HDFC0009584)
 - c) Fixed Deposit from any Indian Schedule Bank with lien marked in favour of “ASSAM MEDICAL SERVICES CORPORATION LTD”
- ii. If the agency fails to execute the order or fails to perform the contract, the said Performance Security submitted will be encashed and the amount will be forfeited as per agreement, in addition to other penal actions.

H. Force Majeure

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

I. Fraud& Corruption:

- i. The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices:
 - a) “Corrupt Practice” means offering, giving, receiving, or soliciting directly or indirectly, anything of value to influence the action of an official in the procurement process or in contract execution.
 - b) “Fraudulent Practice” means misrepresentation or omission

- of facts in execution of contract.
- c) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive level.
 - d) “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
- ii. During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practices are detected at any subsequent stage or during execution of the contract, the TENDER Inviting Authority will reserve the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

J. Arbitration

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

UNDERTAKING
(IN NON-JUDICIAL STAMP PAPER ONLY)

To

The Managing Director,
AMSCL,
Assam

TENDER No. _____

Sir,

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

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

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

contract by us.

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

- 19) We confirm that we fully agree to the terms and conditions as specified under the TENDER Document, including amendment/ corrigendum if any.
- 20) We confirm that the hard copies of Bid Documents submitted are completely identical to the online submission, without any deviation whatsoever.
- 21) We have provided details, in accordance with the instructions and in the form required under the TENDER.

Yours Faithfully,

[Signature and Details of the Applicant/Authorized Representative]

Name of the Authorized Signatory:

Designation:

Contact Details: Mobile: Email:

UNDERTAKING

(IN NON-JUDICIAL STAMP PAPER ONLY)

To

The Managing Director,
AMSCL,
Assam

TENDER No. _____

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

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

DECLARATION

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

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

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

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

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

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

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

Date :

Seal :

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

DETAILS OF INCOME TAX RETURN

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

For FY 2021-22:

For FY 2022-23:

For FY 2023-24:

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM:

Email id :

Contact No :

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

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

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

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

CHECK LIST

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

Sl.	Cover A		YES	No	PAGE No.
1	Court Fee Stamp/IPO affixed	Hardcopy of these documents only should be submitted to the Managing Director, Assam Medical Services Corporation Limited, Assam Central Drug Ware House Campus, Patherquary, Narengi, Guwahati, Assam-781026 on or before the last date and time of submission of the Proposal. The scanned copy of the same should also be uploaded in the portal https://assamtenders.gov.in			
2	Tender Processing fee and EMD (online only) details to be enclosed with the hard copy of the technical bid				
3	Documentary evidence for the Constitution of the company				
4	Attested photocopy of Copy of similar Contracts in last three financial year				
5	The Power of Attorney, Resolution of Board etc. & Authorization Letter (where applicable)				
6	Undertaking as per Annexure-I				
7	Undertaking as per Annexure-II				
8	Undertaking as per Annexure-III				
9	Annual Turnover Statement for last 3 years as per Annexure-IV & Financial Statements (FY 2021-22, 2022-23 & 2023-24) certified by CA with UDIN along with Profit & loss certificate & balance sheet of those correspondence year				
10	Income Tax return details as Annexure -V (in NON-JUDICIAL stamp paper only) for FY 2021-22, 2022-23 & 2023-24 (with details of acknowledgement (ITR-V) of the correspondence year)				
11	Copy of Permanent Account Number & GST Registration				

Sl.	Cover A	YES	No	PAGE No.
12	Undertaking on Fraud & Corruption as per Annexure VI (in NON-JUDICIAL stamp paper only)			
13	Signature & seal on all pages of the Tender Document			

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

(DRAFT AGREEMENT)

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Service Provider:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed: _____

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

In the presence of _____

For and on behalf of the supplier

Signed: _____

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

In the presence of _____

***** XXX *****