

**OFFICE OF THE PRINCIPAL CUM CHIEF SUPERINTENDENT::  
FAKHRUDDIN ALI AHMED MEDICAL COLLEGE & HOSPITAL  
BARPETA – 7810301, ASSAM**

Tender No: FAAMCH/Procurement of Equipment/258/2017/6747-E

Date: 15/12/2017

**TENDER NOTICE FOR PURCHASE OF EQUIPMENTS AT FAAMC, BARPETA**

Sealed tenders affixing court fee stamp of Rs 8.25 (Rupees Eight and Twenty Five only) are invited from recognized, registered and resourceful bidder for supply & Installation of equipments at Fakhruddin Ali Ahmed Medical College, Barpeta. Pre-bid Meeting will be held on 26<sup>th</sup> December 2017 and last date of receipt of tender bid is 10<sup>th</sup> January 2018 till 2 PM. Detail Tender notice can be downloaded from FAAMC Web link <http://faamcassam.co.in/>. All future updates (e.g. Last date extension notice etc.), if any in this connection, will be available at FAAMC website i.e. <http://faamcassam.co.in/> ).

Principal cum Chief Superintendent  
FAA Medical College & Hospital  
Barpeta

Cost of Form -2000/-



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## TENDER DOCUMENT



**Name of Work:- Supply and installation of equipments at FAA Medical College, Barpeta.**

**Financial Year: - 2017-18**

**Tender No.:-** FAAMCH/Procurement of Equipment/258/2017/6747-E      **Date:** 15/12/2017

**Serial Issue No. of Tender :-**

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

**Seal & Signature of the Officer**

**Bidding Document  
for  
“Supply and installation of equipments for  
FAAMCH, Barpeta”**

Tender FAAMCH/Procurement of Equipment/258/2017/6747-E      Date:  
15/12/2017

**Pre bidding meeting :- 26/12/2017**

Last Date of submission: 10/01/2018 (till 2PM)

Due for opening on: 10/01/2018 (at 3PM)



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

**Invitation for bids** (IFB, National Competitive Bidding), for supply & installation of equipments (Pre and Para Medical Courses) for opening of P.G. Courses at, FAA Medical College & Hospital, Barpeta, Assam, PIN- 781301.

**Tender No:** FAAMCH/Procurement of Equipment/258/2017/6747-E

Date: 15/12/2017

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

Sl No	Item	Specification/detail
1	Name of the work	<b>Supply &amp; installation of equipments at, FAA Medical College &amp; Hospital, Barpeta, Assam, PIN No. 781301</b>
2	Tender no/NIT no	Tender No: FAAMCH/Procurement of Equipment/258/2017/6747-E Date: 15/12/2017
3	Issue of Tender	Downloadable from FAAMC website <a href="http://www.faamcassam.co.in/">http://www.faamcassam.co.in/</a>
4	Tender cost & Processing fee	Rs 2000/- (Rs Two thousand only)
5	Duration of execution of contract	45 days
6	Earnest Money Deposit	2% of total value of cost (1% for SC/ST/OBC etc)
7	Approx value of work	
8	Method Tender submission	The method of bidding shall be a "2 Envelope Process". The financial bids of only the tenderers, who qualify in the Technical Bid, shall be opened. For details please see below
9	Receipt of tender	To submit into a designated drop box or by Registered Post on or before last date of tender submission Drop box is placed in FAA Medical College Barpeta (see below for detail) Address for postal submission: Principal cum Chief Jotigaon, Jania Road, Barpeta-7810301, Assam (Clearly superscribing the name of the work) Email and a working Mobile number of the tenderer must be mentioned in the back of the envelop – necessary communication with bidders will be performed exclusively by email (from <a href="http://www.faamcassam.co.in">http://www.faamcassam.co.in</a> ) only
10	Last Date of Tender submission	10/01/2017 till 2 PM
11	Scope of work	Supply and Installation of Equipments

12	Date & Time of opening tenders	10/01/2017 at 3 PM, in presence of all attending/willing tenderers or their authorized representatives (In case this day turns out to be a holiday or any unforeseen unavoidable difficulty arises, next possible and convenient working day will be taken up and all interested/ concerned parties will be intimated accordingly)
13	Eligibility criteria for participation	See below.

### **PRE BID MEETING DETAILS**

*All the interested eligible manufacture/suppliers /Accredited Dealers for supply and installation of equipments at Fakhruddin Ali Ahmed Medical College & Hospital, Barpeta have to attend the Pre-Bid meeting with their specification of mentioned equipments. After pre-bid meeting tender documents will be issued to the respective bidders.*

## **Terms and Conditions in Brief:**

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

- **Annual Maintenance Contract upto 5 years from date of installation, after expiry of initial warranty period**
  - **Comprehensive Maintenance Contract upto 5 years from date of installation, after expiry of initial warranty period**
21. For each and every equipment, bidder shall quote separately for Annual Maintenance Contract (AMC) till 5 (five) years after the expiry of the initial warranty period. Details like cost of labour, spare parts (if applicable), any taxation to be incurred (e.g. GST) etc. must be quoted separately.
  22. For each and every equipment, bidder shall quote separately for Extended Warranty Period (EWP) till 5 (five) years after the expiry of the initial warranty period. Details like cost of labour, spare parts (if applicable), any taxation to be incurred (e.g. GST) etc. must be quoted separately.
  23. Bidder shall also have to quote Comprehensive Maintenance Contract (CMC) for 5 (five) years after the expiry of the initial warranty period. Details like cost of labour, spare parts (if applicable), any taxation to be incurred (e.g. GST) etc. must be quoted separately.
  24. Out of EWP, AMC, CMC and no maintenance contract, authority will opt for the most beneficial (for FAAMC) **one** in terms of cost, local necessity and **end users opinion** for any given particular equipment and the quoted cost will be added to the bid price during evaluation and preparation of the comparative statement.
  25. Supply order may be issued to the winning bidder for one time full list of equipment or part (multiple orders to same supplier within the validity period of quoted price) depending on schedule of installment from funding agency
  26. Bid from accredited dealers without **proper, up to date and valid authorization in original from the manufacturers** shall be treated as non-responsive and shall be rejected. No correspondence shall be applicable/ entertained.
  27. The prices must be quoted in **Indian Rupees** for **both indigenous and imported make**. Bids, where prices are quoted in any other way shall be treated as non- responsive and will be rejected.
  28. The bidder must submit the following documents as adjunct to (in addition to) others mentioned elsewhere
    - Valid GST clearance certificate up to **December 2015**.
    - **Notary Copy of Fraud & Corruption document** has to be submitted.
    - Last 3(three) years Turn Over should be **minimum Rs. 2.00 ( Two) Crores each year successively** and Statement for the last 3 financial years i.e. **2014-15, 2015-16 and 2016-17** in the specified format ( Annexure 4) **certified by Chartered Accountant**.
    - A bidder has to submit statement **of account, profit and loss or the year 2014-15, 2015-16 and 2016-17**.
    - Bidders should have an **experience to complete similar nature of works in last three years**, a single or two work/supply order which value is **minimum Rs. 30 lacks** has to be submitted as proof along with the bid. This must be in the name of the current bidder solely – not partnership or any similar arrangement.
  29. All the undertaking should be in the **companies/ Bidder letterhead**.
  30. Warranty period of the equipment compulsorily should be **2(two)years** - so that **AMC/CMC/Extended warranty** (whichever is chosen by authority) can become active from **3<sup>rd</sup> years onward** (till 5<sup>th</sup> year)
  31. Quality of equipments: Following rules will clarify whatever is mentioned in the tender document
  32. Considering the fact that FAAMCH, Barpeta is a purely research laboratory, only international quality equipments with internationally accepted competency certification (for each and every equipments without exception) is mandatory and all other

equipments will be rejected. Known low quality items as per experience of end users (within the tender examination committee) or other experts will be rejected

- ISO, CE, FDA and other similar quality certificates (only international certification is acceptable, without any exception) must be submitted in support of the quoted products – a **compulsory necessity**.
  - Only user friendly international quality (internationally certified as above) items will be accepted. Difficult to operate items, will be rejected without any hesitation – decision of tender examination committee (which will include end users) will be final – no correspondence entertained.
  - **Bidders with complains from different end users (in Govt and Private sectors)as regards timely delivery, quality, delay in supply of reagents, after sale service will be rejected.**
  - The decision of bid examination committee (which will include many end-users of these equipments) regarding acceptability or rejection of equipments/ items under bid, will be final. No correspondence or debate will be allowed or entertained.
34. It is a prerogative of the tender examination committee (or authority of FAAMC on a later date) to decide to contact other end users in any government or private set up for verification of any bidder's undertaking/claim (written or verbal) regarding issues like quality equipments, timely supply of it or after sale service or on any other related issue. If the claim is found to be false (in any aspect), equipment & whole tender or supply order shall be liable to be rejected for submission of false statement/document. Due legal action will be explored,
35. All documents as mentioned in the tender document must be submitted in order and strictly as per requirement along with the bid documents. No exception is allowed. If somebody tries to add documents later (e.g. not providing initially, but submitting during the tender opening) it will not be permitted under any circumstances.
36. If any **falsification or forged document** is detected during tender examination or anytime later (all documents will be examined by experts for detection of forgery etc), whole tender (or supply order as the case may be) will be rejected immediately and necessary legal procedure will be initiated as per Govt rules and regulations.
37. If felt necessary by the tender examination committee, bidders may be called up anytime, for presentation (power point format), – hence the bidders are asked to remain ready with technical staff/engineer for presentation (technical aspects) of their bid items.
38. **Mandatory accessories** (in the form of add on electrical apparatus like stabilizers, Air conditioners, UPS, consumable and reagents etc - as indicated categorically and objectively wherever applicable in the specification section – i.e. Annexure XV) must be provided and installed at the appropriate sites within the lab – All costs of which are to be covered within the quoted price amount. Noncompliance will be considered nonresponsive bid and will be liable to rejection.

Sd/-  
Principal cum Chief Superintendent  
FAA Medical College & Hospital  
Barpetar, Assam.



## Table of Contents

BIDDING DOCUMENT FOR SUPPLY AND INSTALLATION OF EQUIPMENT ON  
TURNKEY BASIS AT MOLECULAR BIOLOGY LABORATORY SECTION OF THE  
MULTIDISCIPLINARY RESEARCH UNIT AT, FAA MEDICAL COLLEGE (MRU-FAAMC),  
BARPETA

Terms and Conditions ..... 7  
(*Schedule one*)

Items/Equipments.....19  
(*Schedule two*)

Technical Statement..... 22  
(*Schedule Three*)

Forms..... 23  
(*Schedule four*)

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## **Schedule One (TERMS AND CONDITIONS)**

1. This Invitation for Bids (National Competitive Bidding) is open to all eligible manufacturer and/or their accredited dealers. **Bid must be made for all equipments mentioned in this IFB (Schedule 2;Part I), otherwise will be considered non responsive/ incomplete and rejected out rightly.**
2. Bid must reach the office of the Principal cum Chief Superintendent, FAA Medical College & Hospital, Barpeta, Assam, PIN 781301, as in the date and time as stipulated in this Tender call or Invitation for Bid (IFB). A late Bid will not be accepted under any circumstances and for reasons whatsoever.
3. All Bids duly sealed must be addressed to the Principal cum Chief Superintendent, F.A.A. Medical College & Hospital, Barpeta, Assam, PIN 781301 and Tender Number, with Tender Name should be superscribed prominently in the covering envelope along with full name and address of the Bidder. Active contact number and email should also be legible below the address.
4. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Governor of Assam, herein after referred to as “the Purchaser” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
5. It is the responsibility of the Bidder to ensure that their Bid, whether sent by post or by courier or by person are dropped in the Tender Box in the office of the Principal cum Chief Superintendent, FAA Medical College & Hospital, Barpeta, Assam, PIN 781301 within the stipulated date and time as mentioned in the IFB. The Principal cum Chief Superintendent, FAA Medical College & Hospital, Barpeta, Assam, will not undertake any responsibility whatsoever for postal delay in process of submission of Bids.
6. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in the rejection of its bid.
7. Bidders shall submit their bids in two parts as under:
  - a) Technical bids, in triplicate, consisting of technical details bringing out clearly in a separate sheet, the deviations in specifications if any from that of ‘Technical Specifications’ and also clause-by-clause compliance of specifications along with the commercial terms and conditions and bid security.
  - b) Price bids showing only item wise prices in a separate sealed cover inside the main cover.
  - c) It may be noted that when the main cover is opened on the date and time scheduled for Bid opening, only the technical bids will be opened and read out in public.
  - d) Bidders whose technical bids are found substantially responsive will be informed of the date and time of opening of their price bids. Price bids of others will be returned to them unopened before opening the price bids of others. The Bids should be duly marked and sealed, as “Original”, “Duplicate” and “Triplicate”. The sealed bids viz. Original, Duplicate and Triplicate of Technical

and Price Bids as mentioned above should be put together finally in a big envelope, which should be sealed as per the clause 3 above.

8. It may be noted that Technical bids will be opened and read out in presence of bidders or their authorized representative if they desire to remain present on the date and time scheduled for Bid opening,

9. The original, duplicate and triplicate copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. The person or persons signing the bid shall initial all pages of the bid, except for un-laminated printed literature.

10. In the event of any discrepancy between original, duplicate and triplicate bids, the original shall govern.

11. The bidder shall complete the bid forms and the appropriate price schedule (Annexure-II and Annexure-III) furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

12. For comparison of bids, the purchaser will grant a margin of preference to goods in accordance with the Govt. standing procedures, provided the bidder shall have established to the satisfaction of the purchaser that the goods are eligible for price/purchase preference.

13. However, the quantum of price/purchase preference to be allowed shall be determined by the purchaser on the merits of individual cases based on the prevailing Government policy as per the Assam Preferential Store Purchase Act and his decision shall be final and binding and the purchaser and/or the Government of Assam shall entertain no representations on this ground.

14. To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

15. Preliminary examination: The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the document have been properly signed, whether the bid validity is as required and whether the bids are generally in order.

**16. Bid from accredited dealers without proper authorization from the manufacturers shall be treated as non-responsive and shall be rejected.**

17. The bid shall remain valid for 365 (three hundred and sixty five) days after date of bid opening. The Purchaser shall reject a bid valid for a shorter period. In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of tender validity. The request and the responses thereto shall be made in writing. The EMD (bid security) provided under clause 19 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

18. The contract should be completed **within 45 days** from the issue of formal supply order.

19. **The bidder must furnish EMD i.e. Earnest Money Deposit (bid security) as per the schedule of requirement unless otherwise exempted under Govt. Orders/Rules in force.**

20. **The EMD** (bid security) shall be demonstrated in the Indian Rupees and shall be in one of the following forms:

a) Bank Draft or Banker's Cheque in favour of Principal cum Chief Superintendent, F.A.A. Medical College & Hospital payable at Barpeta

b) Bank Guarantees (in the prescribed proforma given at **Annexure-X** issued by any of the scheduled banks).

EMD of unsuccessful tenderers will be refunded within 30 days of award of order, upon application of refund by the tenderer. No interest will be paid on EMD amount.

21. Any bid from a bidder who fails to furnish EMD, not secured in accordance with clause 19 and 20 will be summarily rejected by the purchaser, as non-responsive.

22.. The bidders are advised in their own interest to send a pre-receipted challan along with their bid so that the return of EMD (bid security) after the bid have been rejected, is made within the stipulation period.

23. The successful bidder's EMD (bid security) will be discharged /returned upon the bidder executing the contract and after furnishing the Performance security, pursuant to clause 32.

24. **The prices must be quoted in Indian Rupees. Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected. The bidder shall indicate on the appropriate price schedule (Annexure-III) attached to these documents the unit prices and total bid prices of goods it proposed to supply under the contract.**

25. The Purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive and technically acceptable.

26. The Purchaser's evaluation of a bid will include and take into account: **The goods manufactured indigenously or goods of foreign origin already located in India:** excise duty, sales tax and other similar taxes and duties, which will be payable on the goods if a contract is awarded to the bidder and the purchaser's evaluation of a bid will exclude and not take into account the additional features like training in India or abroad offered free or at an additional cost unless specifically asked for in the 'Technical Specifications'.

27. The comparison shall be of F.O.R. site and delivered and commissioned at consignee's end. The purchaser's evaluation of bid will take into account, in addition to the bid price and the price of incidental services, the following factors, in the manner and to the extent indicated in clause 28 and in the 'Technical Specifications':

a) Cost of inland transportation and other costs within India incidental to delivery of the goods to their final destination at consignee's site,

b) Delivery schedule offered in the bid,

c) Deviations in payment schedule from that specified under clause 49.

d) The cost of guarantee/warranty and

e) The Performance and productivity of the equipment offered.

28. Pursuant to clause 27, following evaluation methods will be followed:

a) **Inland transportation, insurance and incidentals:** Bidder shall quote separately for inland transportation, insurance and other incidentals for delivery of goods to the site.

b) **Applicable Taxes:**

Bidder shall quote separately for all applicable taxes payable to the Govt. for delivery of goods to the site.

29. **Purchaser's right to accept any bid and to reject any or all bids:** The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the purchaser's action.

30. **Notification of award and supply order:**

- a. Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing, by registered letter or by cable or telex or fax, that its bid has been accepted.
- b. **Later an appropriate Tender Committee of FAAMC will convene and call up the winning bidder/or authorized person to hand over the Supply Order.**
- c. Supply order may be issued to the winning bidder one time full list of equipments or part (multiple orders to same supplier within the validity period of quoted price) depending on schedule of installments received from funding agency. In case of expiry of validity period or unwillingness of the supplier or any such adverse situation, purchaser deserves the right for retendering of one or more equipments from the list (Schedule two, part I)

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

A registered Power of Attorney is to be supported with the bid in favour of the person(s) who will sign the bid as well as contract form if contract is awarded. (Annexure-XII)

32. **Performance Security:** Immediately after the receipt of notification of award from the purchaser, the successful bidder shall furnish the Performance Security. The supplier shall furnish Performance Security to the purchaser for an amount of **2% (Two percent)** of the order value, valid for Five Years. No interest is admissible on this amount during the holding period starting from date of signing of agreement. However, if the supplier fails to execute the order or fails to perform the services as per contract in addition to other panel actions, the performance security shall be en-cashed & the amount forfeited.

33. **Failure of the successful bidder to comply with the requirement of clause 31 or clause 32 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD**

**(bid security), in which event the purchaser may like the award to the next lowest evaluated bidder or call for new bids.**

34. The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

35. **The Performance Security** shall be denominated in the Indian Rupees and shall be in the form of Banker cheque or Demand draft in favour of the Principal cum chief Superintendent, F.A.A. Medical College and Hospital payable at Barpeta, Assam. Alternatively Bank Guarantees (in the prescribed proforma given at **Annexure-XI**) issued by any of the scheduled banks will also be acceptable.

36. **Inspection and tests:** The purchaser or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representatives for this purpose.

37. The inspections and tests may be conducted on the premises of the supplier, at point of delivery and/or at the goods final destination, where conducted on the premises of the supplier, all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser. Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser, within a period of **15(fifteen)** days of intimating such rejection. The purchaser's right to inspect, test and, where necessary, reject the goods after the good's arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the goods dispatch from the place of manufacture.

38. Nothing in clause 37 shall in any way release the supplier from any warranty or other obligations under the contract.

#### **39. Qualification Criteria:**

1. The bidder must be manufacturer or their accredited dealers (specifically against this IFB for the subject goods) and had successfully executed contracts for similar and/or identical goods in the past three years prior to the date of Tender opening. In support of this, the bidder shall furnish Performance statement in the enclosed **Annexure-I**.

2. Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.

#### **40. Warranty:**

i. The supplier warrants that the equipment supplied under the contract are new, unused, or the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship (except in so far as the design or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in India, i.e. the country of final destination.

ii. **The warranty period should be mandatorily two years followed by provision for extended warranty period/CMC/AMC. See clause no 56 under Schedule 1.**

iii. The purchaser/indenter shall notify the supplier in writing of any claims arising under this warranty.

iv. Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall take over the replaced parts /goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.

v. If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchase may have against the supplier under the contract.

vi. The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay customs duty and all expenses up to the destination for the replaced part.

#### **41. Reasonability of rates/ firm price:**

i. The bidder shall certify that the rates quoted are the lowest ones for any institution in the country.

ii. During the period of the contract, if the price of any tendered item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the purchaser and shall charge the reduced rates. The purchaser is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction of rates.

iii. Subject to the condition stipulated above, the prices shall remain firm for the validity period of tender and on no account any increase in price shall be entertained till completion of the tender period.

iv. **No bidder will be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation/typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.**

**42. Contacting the Purchaser:** Subject to clause 18, no bidder shall contact the purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bidder's bid and also banning of business dealings with the bidder for a period of three years from the date of such ban.

**43. Documents establishing good's eligibility and conformity to bidding documents:** The bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the bidder propose to supply under the contract. The documentary evidence of the goods and services eligibility shall consist of a statement in the price schedule. The documentary evidence of the goods and services conformity to the bidding documents may be in the form of literature, drawings and data and shall furnish:



- i. A detailed description of the goods essential technical and Performance characteristics.
- ii. A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of years, following commencement of the goods used by the purchaser and
- iii. A clause-by-clause commentary on the purchaser's 'Technical Specification' demonstrating the goods and services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the 'Technical Specifications'.

**44. Definition of Technical Specification:** For purposes of the commentary to be furnished to clause 43 (iii) above, the bidder shall note that standards of workmanship, material and equipment and references to brand names or catalogue numbers designated by the purchaser in its 'Technical Specifications' are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the 'Technical Specifications'.

**45. Statutory taxes/ duties :** In case of any enhancement of Taxes and/ or duties or levy of fresh Taxes/ duties due to Statutory Act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item. However, the same shall not be borne by the purchaser in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract. Further, in case the bidder has been enjoying Excise Duty exemption on any criteria like turnover etc. and at a later date, during currency of the contract, even if Excise Duty becomes chargeable on goods manufactured, the same shall be to the supplier's account and shall not be borne by the purchaser.

**46. Penalty for delay in delivery:**

Non-performance of the contract provisions may make the bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of EMD / Performance Security and other penal provisions.

**47. Force majeure:**

The above condition of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the supplier the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

**48. Fraud & Corruption:**

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices:

- a) "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of any thing of value to influence the action of an official in the procurement process or in contract execution.
- b) "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.
- c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non competitive level.
- d) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract. During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. In the bid document itself, an undertaking has to be furnished in the format at **Annexure- VII**.

#### **49. Local conditions:**

It will be imperative on the bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after purchaser accepts the bid.

#### **50. Adjudication/Review board:**

Any dispute arising out of or during execution of the contract shall be settled with mutual agreement through an Adjudication/Review Board appointed by the appropriate higher authority under Health & F.W. Department, Govt. of Assam.

#### **51. Saving clause:**

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender. If anything is found contrary, anytime during tendering, awarding of contract, execution of contract and subsequently too, purchaser deserve the right to cancel tender, contract or whatever action deemed fit without showing cause, as approved by appropriate authority. Legal measure will be sought in matters deemed fit.

#### **52. Laws governing the contract & jurisdiction:**

The contract shall be interpreted in accordance with the laws in force in India. All disputes shall be subject to the jurisdiction of appropriate court situated at Barpeta.

#### **53. Payment Terms:**

##### **1. Source of Fund:**

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

## **2. Procedure for payment:**

The paying authority on production of the following documents shall make 100% Payment.

- a. Invoice in triplicate are to be submitted to the paying authority along with the other documents after completion of the supply.
- b. Stock Entry Certificate from the Superintendent, FAAMC (as per direction of funding agency), is to be obtained in the body of the Invoice in triplicate.
- c. The original Challan Copy.
- d. Test certificates.
- e. Warranty certificates.
- f. Purchaser deserves the right for part payment in case of rescheduling or late arrival of installments from the funding agency.

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

- i. Demand Draft/Banker Cheque of Rs 1000 /= (One Thousand only) non-refundable, as tender processing fee
- ii. Document (Demand Draft or Banker Cheque or Bank Guarantee) confirming EMD amount – value must not be less than the required (as outlined elsewhere) – or else the bid will be liable to be rejected outright
- iii. Up to date valid sales tax clearance certificate.
- iv. Up to date valid manufacturing license.
- v. GRN/TIN and PAN.
- vi. Literature/catalogue/leaflet in support of the tendered item.
- vii. Up to date dealer/ distributor certificate.
- viii. ISO/GMP and other quality certificate issued from competent authority.
- ix. Declaration on details of manufacturing unit, installed capacity of the item quoted, testing facilities and nearest after sales service facility with details of technical personnel, along with non - conviction certificate/ declaration for the past 3 years. (**Annexure IV**)
- x. Annual Turn Over Statement for the last 3 financial years i.e. 2013-14, 2014-15 & 2015-16 in the specified format (**Annexure V**) certified by the Auditor/ Chartered Accountant.
- xi. Undertaking in the form at **Annexure-VI** confirming acceptance of all terms and conditions of the tender
- xii. An undertaking on fraud and corruption as per **Annexure-VII**.
- xiii. Manufacturer Authorization letter similar to format enclosed at **Annexure-VIII**.
- xiv. The bidder shall impart education and training to upgrade the skills of the medical professionals at various levels for which a tentative programme shall be submitted.
- xv. The bidders shall duly fill in the agreed terms and conditions as per **Annexure IX**.

- xvi. Bidder must fill up **Annexure XIII** completely and legibly and be enclosed with the technical bid (both in hard copy as well as soft copy)
- xvii. Bidders quoting equipments with IQ, OQ & PQ certification will be preferred – so they must indicate in writing (separately or within the technical bid) equipments for which these certificates can be supplied at the time of installation

**54(b) The bidder must submit the following documents along with the others (as mentioned elsewhere in this document) in the financial/price bid**

- i. Price bid statement
- ii. Filled up Annexure XIV – completely and legibly

**55. Additional Terms and Conditions:**

- a) Total monetary value of similar nature of work performed/equipments supplied during each of the last three years must be furnished by the bidder which are as follows:
  - i. Experience in works of a similar nature and size for each of the last three years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
  - ii. Evidence of access to line (s) of credit and availability of other financial Resources facilities (20% of Contract Value), certified by the Bankers (Not more than 3 Months old);
  - iii. Authority to seek references from the Bidder's Bankers;
  - iv. Information regarding any litigation, current or during the last three years in which the Bidder is involved, the parties concerned, and disputed amount.
- b) Bids from Joint ventures are not acceptable.
- c) The bidder must be a profit making one for the last three years.
- d) Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on date of this bid.
- e) The bidder shall impart education and training to upgrade the skills of the medical professionals at various levels for which a tentative programme shall be submitted.
- f) The bidder shall provide backup services of trained Technical Personnel on 24 hours basis for emergency programming.
- g) Bid shall be type – written and correction, if any, in the bid shall invariably be attested with full signature by the bidder with date, failing which the bid shall be considered ineligible for evaluation. Corrections done with correction fluid shall also be duly attested.

**56. Extended Warranty and Maintenance Contract:**

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

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY  
OF CREDIT FACILITIES**

**BANK CERTIFICATE**

**This is to certify that M/s.....  
..... is a reputed company with good financial standing.**

**If the contract for the work, namely .....  
.....  
..... is awarded to above  
firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.....  
..... to meet their working capital requirements for executing  
the above during the contract period.**

**Signature**

**Name of the Bank:.....**

**Senior Bank manager:.....**

**Address of Bank:.....**

**Address of the Purchaser/Paying authority:**

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

**Consignee:**

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

**Installation site:**

FAA Medical College & Hospital  
Barpeta, Assam, District: Barpeta  
PIN CODE: 781301

**Terms of Delivery:**

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

*End of Schedule One*

**Schedule Two**

**(REQUIRED ITEM/EQUIPMENTS)**

**Part I. List of equipments and tentative Quantity**

<b>Sl. No.</b>	<b>Item/Equipment</b>	<b>Specification</b>	<b>Qty (tentative)</b>
<b>PATHOLOGY</b>			
1	Research Microscope (Binocular)		01 (one each)
2	Histopathology Grossing Set		01 (one each)
3	Cytospin Machine		01 (one each)
4	Electronic Machine		01 (one each)
5	Incubator		01 (one each)
6	Centrifuge Machine		01 (one each)
7	Cryostat Machine		01 (one each)
8	DSLR Camera for photomicrograph		01 (one each)

**Part II: Required Technical Specifications of equipment:**

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

**Please Note:**

1. Bidder must affixed court fee stamp (I.P.O in case of Bidders outside the State of Assam) of Rs.8.25 (Rupees eight and paisa twenty five only) on the Technical Bid (Original Copy).
2. **Bidder should submit a soft copy (in CD or pendrive or any other memory device to be returned later) of Technical Bid (Technical specifications/details of the equipment, Filled up annexure XIII and services proposed to be supplied under contract) to help in preparation of Comparative Statement, which should be inserted in the Technical Bid (Original Copy). Absence of soft copy in the technical bid will be considered nonresponsive by the bidder and will be liable to be rejected. Any discrepancy between soft and hard copy, the hard copy (printed and signed documents) shall prevail. Files in CD/memory device should be in PDF as well as MS-Word format.**
3. All the materials should be well packed to avoid any breakage during transit.
4. The responsibility for providing after-sales service would rest on the Principal Equipment Supplier.
5. The Principal Equipment Supplier shall be solely responsible for warranty period and maintenance of the equipment even if there is any change in the accredited dealer during the above period.
6. **Bidders shall submit their bids in two parts.**
7. Bid security (EMD) to be furnished in favour of Principal cum Chief Superintendent, FAA Medical College & Hospital, payable at Barpeta.
8. Bidders shall submit their Performance statement as per Performa along with certificate from the users and copy of the orders for the equipment quoted.
9. **The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.**
10. Installation site: As mentioned in schedule one.
11. Delivery / installation / commissioning period: Maximum Forty five (45) days. However, Bidders may quote earliest delivery / installation / commissioning period.

**Part III: Scope of incidental services**

- A. Installation, Commissioning, Demonstration, on-site training, Performance Supervision of on-site assembly, Start-up of the supplied equipment.
- B. The bidder shall impart education and training to upgrade the skills of the medical professionals at various levels for which a tentative programme shall be submitted.
- C. Detailed Operations and Maintenance Manual for each appropriate unit of the supplied equipment are to be provided by the successful bidder.



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

#### **PART IV: Terms of delivery**

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

FAA Medical College & Hospital, Barpeta, Assam, District: Barpeta, PIN CODE: 781301

The periodic requirement will be directly communicated to the supplier by letter / fax / e-mail / telephone and the same shall be delivered to the indenting authority without any delay.

*End of Schedule Two*

## Schedule Three

### (TECHNICAL STATEMENT)

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

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

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

*End of Schedule Three*

**Schedule Four**  
**(TENDER FORMS)**

**Annexure-I**

**PROFORMA FOR PERFORMANCE STATEMENT**  
(For the period of last three years)

IFB No:.....

Date of opening:..... Time:.....

Name and address of the bidder:.....

.....

.....

Name and address of the manufacturer:

Order placed by (full address of Purchaser with phone number)	Order number and date	Description and quantity of ordered goods and services with the warranty period for similar nature of works.	Value of Order* (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)
				As per contract	Actual		

Signature and seal of the bidder

\*Value including all taxes

**Annexure-II**

**BID FORM AND PRICE SCHEDULES**

IFB No:.....Date:.....

To

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

Sir

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents for the sum of (total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence delivery within (number) days and to complete delivery of all the items specified in the contract and to perform all the incidental services within (number) days calculated from the date of your notification of award. If our bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 15 (Fifteen) percent of the contract price for the due Performance of the contract.

We agree to abide by this bid for a period 365 days from the date of opening of the bid (please specify the calculated date) and it shall remain bidding up on us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of .....2015

Signature  
(in the capacity of)

Duly authorized to sign tender for and on behalf of .....

## Annexure-III

### PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

Sl. No.	Item Description	Country of Origin	Quantity	Price per unit						Unit Price Including Ex-cise Duty [a+b+c + d+e+f]	Total Price Including Excise Duty 4x	Sales and other Taxes/ duties Payable, if Contract is awarded
				Exfactory/ Ex-warehouse/ Ex-showroom/ Off-the shelf (a)	Excise Duty (if any) (b)	Packing and Forwarding (c)	Inland Transportation (d)	Insurance and Incidental costs (e)	Inci dental Services (including supervision) (f)			
1	2	3	4	5						6	7	8

Total bid price in Rupees:.....

In words:.....

Signature of bidder

Name.....

Business Address.....

.....

.....

Place:.....

Date:.....

Please Note:

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

**Annexure – IV**

**DECLARATION  
On  
Manufacturing facilities / After Sales Service**

**Tender enquiry No:**.....

**For supply of:**.....

1 Name of the bidder :

2. Full Postal Address :

3. Telephone No./Fax No. :

4. Email address :

5. Date of inception of business :

6. Registration no. & Date :

7. Issued by :

8. Valid till :

9. Details of manufacturing activity

: & item wise capacity

10. Detail of After Sales Service facilities available

locally:-Name of the Agency :

Full Postal Address :

Phone / Fax / E-mail :

11. Name of person responsible for 10 above:

No.	Name	Designation	Age	Residential Address

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

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

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

14. Does the firm have the adequate facilities for inspection and quality control? Please give details.

I, \_\_\_\_\_ Proprietor /Partner /Director of

M/s \_\_\_\_\_

Hereby declare that the information given in this form is true and correct to the best of my knowledge & belief.

I/we agree to the tender Inviting Authority forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a period of 5 years, if any information furnished by us proved to be false at the time of inspection and non – compliance with terms and conditions of the contract

I offer to supply the items mentioned in the schedule (enclosed in price bid) at the rates quoted therein. I agree to hold this offer for one year after finalization of rate contract.

Dated:  
Place:

Signature \_\_\_\_\_

Name of the bidder \_\_\_\_\_

Address of the bidder \_\_\_\_\_

## ANNEXURE-V

### ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s \_\_\_\_\_ for the past three years and concurrent commitment for the current financial year are given below and certified that the statement is true and correct.

Sl.No.	Year	Turnover in Lakhs (Rs)
1.	2013-2014-	
2.	2014-2015 -	
3.	2015-2016 -	

Total: Rs. \_\_\_\_\_ Lakhs.

Average turn over per annum: Rs. \_\_\_\_\_ Lakhs.

Date:

Signature of Auditor/

Seal:

Chartered Accountant  
(Name in Capital)



**Annexure-VI**  
**UNDERTAKING**

To

The Hon'ble Governor of Assam  
Through the Principal cum Chief Superintendent  
FAA Medical College & Hospital, Barpeta  
IFB NO. \_\_\_\_\_

Sir,

1. I, Shri \_\_\_\_\_, on behalf of M/s \_\_\_\_\_ having registered office at \_\_\_\_\_ do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the purchaser to supply all the offered equipment. The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted possible for any institution in India and not higher than the **MRP/ prevailing market rate**.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Principal cum Chief Superintendent of FAA Medical College & Hospital, Barpeta (hereinafter referred to as the Principal) as regards to the quality and specification of article shall be final and binding on me/us.
4. We undertake to provide back up services of Trained Technical Personnel on round the clock basis for emergency problem.
5. We undertake and confirm that the equipment shall be covered by our standard warranty as shown in the requirement. In case of any defect reported, the defective part shall be replaced.
6. We shall organize technical seminars / workshops at various locations within the State to impart education and training to the medical professionals as and when requested by the purchaser.
7. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
8. We agree to accept the amount of the bill to be paid by the purchaser after completion of all codal formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
9. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.

10. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.

11. We hereby declare that there is no vigilance/anti-corruption or court case pending against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF :  
THE FIRM

SEAL

**ANNEXURE-VII**

**UNDERTAKING ON FRAUD AND CORRUPTION**

We, M/s ..... Do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of Equipment under tender reference no. .... Dated ..... We shall strictly observe the laws against fraud and corruption in force in the country.

Sd/-

Signature of Proprietor/Partner/Director  
Designation

Seal

**Annexure-VIII**

**MANUFACTURERS' AUTHORISATION FORM**

**To**

**The Hon'ble Governor of Assam**

Through the Principal cum Chief Superintendent

FAA Medical College & Hospital, Barpeta

Dear Sir,

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

We ....., who are established and reputable manufacturers of ..... , having factories at..... and.....hereby authorize Messrs..... (name and address of agents) to bid, negotiate and conclude the contract with you against IFB No .....for the above goods manufactured by us.

No company or firm or individual other than Messrs.....are authorized to tender negotiate and conclude the contract in regard to this business against this specific IFB as also for all business in the entire territory of India.

An agency commission of .....% included in the gross ex-works price is payable to Messrs. ....

We hereby extend our full guarantee and warranty as per clauses of contract for the goods offered for supply against this Invitation for Bid by the above firm.

Our other responsibilities include:

(i).....

(ii).....

(Here, specify in detail manufacturer 's responsibilities)

The services to be rendered by Messrs. ....are as under:

(i).....

(ii).....

(Here, specify the services to be rendered by the agent).

Yours faithfully,

(name)

For and on behalf of Messrs.....(name of manufacturer)

Please Note: This letter of authorization should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**A copy of notarized power of attorney should also be furnished.**

## ANNEXURE-IX

### AGREED TERMS & CONDITIONS

IFB No. \_\_\_\_\_ Dated \_\_\_\_\_

#### **A. Details of Bidder**

Bidder

Offer Ref

Contact Person:

Telephone No.

Signature:

Fax No.

E-mail:

#### **B. Definitions**

1. "Purchaser" means The Principal cum Chief Superintendent FAA Medical College & Hospital, Barpeta, or his/her authorized representative, on behalf of The Hon'ble Governor of Assam.
2. "Bidder" or Tenderer means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
3. "Vendor" or "Supplier" means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. "Site" means the premises of the FAA Medical College of Assam or any other place as decided by the purchaser.

**NOTE: The questionnaire below must be duly filled in and should be enclosed with the bid. Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire. Clauses not applicable or not relevant may be marked NA.**

Sl. No.	Description	Vendor's Confirmation (Confirmed/Noted/Deviation/furnished separately)
	<b>C. Technical</b>	
1	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2	Confirm acceptance of Technical Specification And scope of supply as per Tender Document.	

3	In case of deviations, confirm that the same have been highlighted separately.	
4	Confirm that equipment catalogue and technical data, wherever applicable, have been enclosed.	
5	Confirm that all certificates/ deviations furnished.	
6	Confirm that Earnest Money Deposited (EMD) as per bid document, for each schedule quoted, enclosed.	
	<b>D. Commercial</b>	
1	1.It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2	2.Confirm that the quoted prices are on duly installed and commissioned at site basis including packing & forwarding (P & F) all duties and taxes viz. Excise Duty, Sales Tax/VAT, freight, insurance, installation & commissioning at site.	
3	Confirm furnishing of detail price break-up of each item showing all components of cost separately with basic price of equipment and other costs on percentage of basic price to arrive at landed price in D2 above.	
4	It is noted that the statutory variations in taxes and duties within the Contractual delivery period shall be borne by the purchaser.	
5	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by you.	
6	If 5 above is not acceptable, advise maximum possible rate of ED chargeable, which shall be loaded to you price.	
7	Confirm that in case of delay on you account any new or additional duties and taxes imposed after the contractual delivery date shall be to you account. This will be in addition to Price Reduction for Delay in Delivery.	
8	Confirm acceptance of Price Reduction Schedule for delay in Delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order of value.	
9	.Indicate Firm Delivery Period, which shall be counted from the date of placement of order and date of commissioning and acceptance of the installed equipment by purchaser's representative shall be considered as the delivery completion date.	
10	Confirm acceptance of relevant payment terms specified in the bid document.	
11	Force Majeure—Delivery period, price reduction termination etc are subject Force Majeure Condition as stipulated in the bid document.	
12	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
13	a) Confirm that the quoted prices shall remain firm & fixed till complete execution of the order. b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriated discount (Copy of Price list to be enclosed).	
14	a) Confirm that all inspection & testing charges including 3rd party inspection (if required) included in the price. b) Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the purchaser along with the equipment.	

15	<p>a) Confirm that erection, commissioning, trial run and handing over to the purchaser, after successful commissioning is your responsibility at no extra cost.</p> <p>b) Specify facilities (if any), like water supply/ electric power to be provided by the purchaser for commissioning of the equipment.</p>	
16	Packing / forwarding, transportation, loading/ unloading and insurance are your responsibility. However, to protect the equipment from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing & lifting arrangement. Pl confirm compliance.	
17	The material / equipment shall be guaranteed against any and all defects in design, workmanship, material & performance for a period shown in the Technical specification, from the date of commissioning and handing over to the purchaser. Should any defect detected or develop during the guarantee period, it shall be remedied promptly free of cost by the supplier and all expenses including transportation of goods necessitated for such repair and replacement shall be done by the supplier. Pl confirm acceptance.	
18	Confirm that Performance Bank Guarantee shall be furnished for 5% of the total order value valid till guarantee period of the goods.	
19	Confirm acceptance of Part order.	
20	Confirm acceptance of Repeat order within 12 months from the date of basic order at same price and terms & conditions.	
21	It is noted that the purchaser would disown any responsibility / liability toward irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
22	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Condition indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
23	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, during execution of the order, without resorting to any fraud, corruption and/or coercion.	
24	Confirm that the offer shall be valid for a period of 365 days from the date of bid opening.	

**Annexure-X**

**EMD (BID SECURITY) FORM (BANK GUARANTEE)**

Whereas.....[name of bidder] (hereinafter called “the bidder”) has submitted his tender dated .....(date)for the supply of.....  
.....(hereinafter called “the bid”). **KNOW ALL MEN by these presents that we ..... of .....  
.....having registered office at ..... (hereinafter called “the bank”) are bound up to the Governor of Assam(hereinafter call “the purchaser”) in the sum of ..... for which payment well and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said bank this ..... day of ....., 2010.**

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form or

2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.

(a) fails or refuses to execute the contract form, if required or;

(b) fails or refuses to furnish the Performance Security, in accordance with the clauses of the tender.

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it, is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 (Ninety) days after the period of bid validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature of the Authorized Bank Official

Seal

Date.....

Place.....

Witness.....

.....

(signature, name and address)



**Annexure-XI**

**PERFORMANCE SECURITY FORM (BANK GUARANTEE)**

To

**The Hon'ble Governor of Assam**

Whereas.....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No.....dated.....2014 to supply [Description of goods and services (hereinafter called "the contract")].

And whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract. And whereas we have agreed to give the supplier such a bank guarantee.

Now therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .....(amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

**This guarantee shall be valid** for the entire period of warranty from the date of completion of order.

Place and Date

Signature and seal of the guarantor

## Annexure-XII

### CONTRACT FORM

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

This agreement made the .....day of..... 2015 between the Governor of Assam (hereinafter “the purchaser”) of the one part and (name of supplier) of (address, city and country of supplier) (hereinafter “the supplier”) of the other part.

Whereas the purchaser is desirous that certain goods and ancillary services, viz. (brief description of goods and services) and has accepted a bid by the supplier for supply of those goods and services in the sum of (contract price in words and figures) (hereinafter “the contract price”).

Now this Agreement witnesses as follows:

01.The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:

- (a) the Technical Specifications,
- (b) the Terms and Conditions of the Tender Document
- (c) the Supplier’s bid and original Price Schedules and
- (d) the Purchaser’s Notification of Award

2. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

03.The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. Brief particulars of the goods and services which shall be supplied /provided by the supplier are as under:

<b>SL. No.</b>	<b>Brief description Of goods/services</b>	<b>Quantity to be supplied</b>	<b>Unit price</b>	<b>Delivery terms (FOB/CIF/FOR etc)</b>

Total value:

Delivery schedule:

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

Signed, sealed and delivered by the said..... (for the purchaser)

in the presence of .....

Signed, sealed and delivered by the said ..... (for the supplier) in the

presence of.....

**Annexure-XIII: Equipment detail form (To accompany technical bid)**

1. Bidders name:
2. Bidders Address:
3. Email:
4. Phone number:
5. List of Documents enclosed in technical bid:
  - a.
  - b.
  - c.
  - ....
  - ....

6. Detail of quoted items

Sr no	Equipment's name	Maker's Specification in brief	Whether maker original brochure enclosed (Yes/No)	Whether copy of maker's authorization letter enclosed (yes/No)	International quality Certification proof enclosed (Yes/No)	Name/Names of such certification	Whether IQ, PQ and OQ certificate can be provided at the time of installation (yes/no)	Address (with phone no and email) of already existing user of same make & model	If any complain against quoted equipment is known – (detail if yes)	Any other comment
1a										
1b										
1c										
2										
3										

This is to certify that all above information is true to best of my knowledge and information.

Signature of proprietor  
(Full name and address with Seal of the bidder)

**Annexure XIV: Price detail form (to accompany price bid)**

1. Name of the bidder
2. Address of the bidder
3. Mobile no:
4. Email:
5. Validity of quoted price till (Date)=
6. List of documents enclosed in the price bid
  - a. ,.....
  - b. ....
  - c. ....
  - .....

7. Detail of price bid

Sr no	Equipment	Cost (inclusive of all taxes) with 2 years mandatory warranty
1a		
1b		
1c		
2		
3		
4		

Grand total (in INR) =

Signature  
Address of bidder  
Seal

*End of Schedule Four*