

<Insert the Logo of the Procuring Entity>

Tender Ref No.....

Dated:.....

This Bidding Document is designed to be used for procurement of low value goods like; office furniture, equipment and instruments, consumables, kits etc., under one year rate contract.

TENDER FOR SUPPLY OF <INSERT NAME OF THE ITEMS>

(NATIONAL COMPETITIVE BIDDING)

<Insert Name of the Procuring Entity>

<Address of the Procuring Entity>

Email:.....; Website:

<Insert the Logo of the Procuring Entity>

<Insert Name of the Procuring Entity>

<Address of the Procuring Entity>

Email:.....; Website:

NOTICE INVITING TENDER (NIT)

Tender Reference No:

Date: XX/XX/202X

Bids are invited from eligible parties to participate in this online tender following two cover system of bidding (i.e., submission of technical, and financial bid separately) for supply of <Describe the Item(s)>.

The datasheet of the tender is given as below:

| Sl. No. | Particulars | Date and Time | |
|---------|--|--|---|
| 1. | Date and Time of release of Bid in the e-Procurement portal | Date: Time: 3 PM Portal: http://assamtenders.gov.in | |
| 2. | Date and Time of Pre-bid meeting | Time: Date: Venue: | |
| 3. | Due date and time for submission of Pre-bid meeting queries in writing in the e-Procurement Portal and Email | Date: Time: Portal: http://assamtenders.gov.in Email: | |
| 4. | Date and Time of online bid submission | Start Date & Time | End Date & Time |
| | | xxxxxxx, 3 PM | xxxxxxxx, 5 PM |
| 5. | Submission of key-documents in originals. | Date: Time: 5 PM (After due date for online submission) | Date: Time: (Prior to the date of tech bid opening) |
| 6. | Technical Bid Opening (online) | XX.XX.20, 11 AM | |
| 7. | Sample Verification (As required by the Tender Inviting Entity for selected cases) | To be informed to those bidders whose bids are found to be technically responsive based on documents furnished in technical bid. | |
| 8 | Date of opening of Financial Bid (Online) | To be informed to the qualified bidders | |
| 9 | Tender Processing Fee | Rs <Insert the amount> | |
| 10 | EMD/Bid Security | Refer Clause 1.5 | |

| | | |
|---------------|---|--|
| 11 | Period of Rate Contract | 1 year |
| 12 | Bid Validity | Minimum 180 days from the due date of submission of bid. |
| 13 | Validity of Bid Security/EMD (if not paid online) | 30 days beyond the date of bid validity. |

The bidding document with all information relating to the bidding process including eligibility criteria, bid evaluation, bid submission, EMD, Schedule of Requirement, technical specifications and other terms and conditions are available in the e-procurement Portal <https://assamtenders.gov.in> . The bid document is also available at official website:<insert official website>.

Bidders who seek to appeal against any decision, action, or omission regarding this procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

| 1st Appellate Authority | 2nd Appellate Authority |
|--|--|
| <i><Insert Name, Address, and landline number of second appellate authority></i> | <i><Insert Name, Address, and landline number of second appellate authority></i> |

Signature of the Authority/Official
Name:.....
Designation:.....

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SECTION-I

1. Instruction to the Bidder

1.1 About the Bid

1.1.1. The eligible parties have to submit online bids (both Technical Bid and Financial Bid) in response to this NIT following two envelop system of bidding within due date and time, to participate in the selection process for Supply of “<insert the description of the item(s)>” on a rate contract basis for a period of 1 years.

1.1.2. Both the technical and financial bids should be submitted on-line in the e-Procurement Portal i.e., <http://assamtenders.gov.in> on or before the due date time.

1.1.3 In addition the bidder shall also submit the “**Key Documents**” in hardcopies within the timeline as specified in NIT. The Key Documents shall include:

- a) EMD instrument (if not paid online)
- b) Manufacturers Authorization Letter. If asked for
- c) Power of Attorney for the authorised signatory
- d) Other requisite documents

1.2. Key Instructions

1.2.1. The bidder shall quote price in Indian Rupees only.

1.2.2 Delivery of the ordered items shall be affected at the locations to be specified in the Purchase Order. Price shall be all inclusive up to the point of delivery i.e., F.O.R destination.

1.2.3. Arrangement of Road Permits for dispatch of consignments shall be the responsibility of the Supplier(s).

1.2.4. There is no guarantee on the quantity (as estimated) of the tendered item to be procured by the Purchaser (Authority) during the currency of the contract, arising out of this tender. The Purchase order shall be placed by the Buyer as per the actual requirement.

1.2.5. Any amendment or clarifications, arising out pre-bid meeting or otherwise, shall be uploaded on the e-Procurement portal i.e., <http://assamtenders.gov.in>. No public or separate communication shall be sent to prospective bidders in this regard.

- 1.2.6. The Bidder must pay non-refundable Processing Fee of Rs <insert the amount> using the online payment facility available in the e-Procurement Portal. The bidder may also choose to pay EMD using the online payment facility available in the e-Procurement Portal.
- 1.2.7. Bidder must fulfill eligibility criteria given in **Para 1.3** to participate in this tender. Non-conformity or fulfillment of any one of the eligible criteria shall disqualify the bidder summarily. So, bidders are requested to ensure their eligibility before participating in the bid.
- 1.2.8. Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity, shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

1.3. Eligibility Criteria for the Bidder

- 1.3.1. The Bidder should be a single entity registered in India under relevant law. The bidder should have a minimum three years of business experience (ending month of March prior to the bid opening).
- 1.3.2. The Bidder should be a manufacturer or an authorized dealer, distributor, selling partner, agency or reseller of the manufacturer or a direct importer of the goods.
- 1.3.3. The Bidder should have a minimum average annual turnover of Rs xxx.00 Lakhs (Rupees xxxxxx Lakhs only) in past 3 financial years (i.e., *insert the financial year*) from similar business. The bidder has to submit “**Turnover Certificate**” issued by the Auditor/Chartered Accountant in the format given in **Annexure-III**.
- 1.3.4. The Manufacturer and the products should have valid Quality Certificates (wherever required) as specified in **Section-II**.
- 1.3.5. The Bidder should not have been blacklisted or debarred from participating in the bidding process by any government (State/Central) agencies/bodies, PSUs, or Urban Local Bodies, and which is time being in force.

(The Procuring Entity may modify the eligibility criteria as per the nature the goods to be procured)

1.4. Bid Validity Period

- 1.4.1. The bid shall remain valid for a minimum period of 180 days from the date of opening of the Technical Bid (as per NIT), any bid with a shorter bid validity shall be liable for

rejection. The Buyer may, if required, seek an extension of the bid validity period with the consent of the bidders.

1.5. Bid Security

1.5.1. The Bidder is required to submit Bid Security for the item it intends to participate along with the technical bid failing which the Bid shall be liable for disqualification.

1.5.2. The Bidder can choose to participate in one or more items of its choice. The amount of Bid Security for each item is given under **Section-II**.

1.5.3. The Bidder should submit the Bid Security in form as given below:

- (a) Using online EMD payment facility available in the e-Procurement portal.
- (b) In form of Bank Guarantee (irrevocable) issued by a scheduled commercial bank in India in favour of *<insert the name of the payee>*. It should be valid for at least 210 days from the due date of opening of the technical Bid. (As per format given in **Annexure-ID**)

1.5.4. The bid Security shall be forfeited in following circumstances:

- (a) If the successful bidder fails to execute the agreement and/or fails to deposit the performance security amount within the specified time, or
- (b) If the bidder withdraws its bid after due date of submission, anytime during its validity period.
- (c) If it is found that the documents and information submitted by the bidder along with the bid is factually incorrect, false, and misleading.

1.5.5. Bid Security or EMD of the successful bidder shall be returned only on submission of the performance security. However, the EMD of the unsuccessful bidder shall be returned within 30 days of signing of the contract with the successful bidder.

1.6. Preparation and Submission of Technical Bid

1.6.1. The Bidder shall submit (online) the following documents as part of the "Technical Bid" in e-Procurement portal within due date at time of submission of online bid given in NIT. *(The bidder shall also submit the hard copies of the "Key Documents" (as per para 1.1.3) in a separate sealed cover within due date and time as mentioned in NIT)*

1.6.2. **Processing Fee:** The non-refundable Processing Fee of Rs *< Insert the Amount >* should be paid online using the payment facility available in e-Procurement portal. Non-

payment of processing fee shall render the bid liable for cancellation.

- 1.6.3. **Constitution of the Bidder:** Along with the Technical bid the bidder shall also furnish documentary evidence regarding constitution of the bidder such as Memorandum and Articles of Association, Certificate of incorporation, byelaws, etc.
- 1.6.4. **Details of the Bidder:** (a) Name, Address, Telephone Number, and designation of the Contact Person of the Bidder (b), E-mail Address for communication (c) Name, contact number of the Managing Director/Partner or CEO. Format for Bidder's Profile is given in **Annexure-IB**.
- 1.6.5. **IEC Certificate of Bidder:** Attested copy of IEC Certificate, if the products are imported.
- 1.6.6. **Power of Attorney for Signatory:** Instruments such as Power of Attorney (notarised) and /or Board Resolution authorizing a director or any key official of the Bidder to sign the bid on its behalf be enclosed along with the technical bid. Format for the Power of Attorney is given in **Annexure-IC**.
- 1.6.7. **Undertaking of Bidder:** Undertaking in the format at **Annexure-IA**
- 1.6.8. **Manufacturer's Authorization Letter:** Authorization letters from the manufacturer of the quoted product in the format at **Annexure-II** must be submitted. Bids without authorization letters (wherever sought for) will be disqualified.
- 1.6.9. **Annual Turnover Certificate of the Bidder:** The average annual turnover certificate issued by the Auditor/Chartered Accountant should be submitted in the format enclosed as **Annexure-III** by the bidder. Certificate of Auditor/Chartered Accountant must be accompanied by attested copies of audited "Statement of Accountants" of last three financial years (i.e., <insert the financial years>).
- 1.6.10. **Quality Certificates:** Manufacturer whose products have been quoted should have valid Quality Certificates as specified in **Section-II**.
- 1.6.11 **GST Registration Certificate & PAN:** Copy GST registration Certificate and Income Tax PAN.
- 1.6.13. **List of Items Quoted:** The List of items quoted shall be furnished as per **Annexure-IV**. The list shall specifically indicate manufacturer's name along with warranty period offered for each item.
- 1.6.14. **Signature with Seal:** Original Tender document should be duly stamped and signed in each page by the authorized person before scanning and submitting the same online along with the technical bid.

1.6.15. **Checklist of Documents:** A Checklist (**Annexure-V**) for the list of documents enclosed with their page number.

1.6.16. Submission of hardcopies of the “**Key Documents**” (i.e., **Cover A**): The “Key Documents” as mentioned under Para 1.1.3 should be sealed in a separate cover super scribed as "KEY DOCUMENTS", COVER “A” (TENDER FOR SUPPLY OF < **INSERT DETAILS**> DUE ON)” and addressed to:

< Insert the address for submission of Hardcopies of” Key Documents”>

1.7. Submission of Price Bid

1.7.1. The blank price bid in the form of BOQ should be downloaded from the e-procurement portal i.e., <http://assamtenders.gov.in> and saved on bidder’s computer without changing filename otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website. **Hard Copy of Price bid will not be accepted.** The price should not be quoted in the technical bid/Part-I of the bid. In case of default, the entire Bid shall be summarily rejected. Sample BOQ may be seen at **Annexure VI** for reference only.

1.7.2. PRICE BID (BOQ) has to be submitted online only. The BOQ (excel sheet available in e-Procurement portal) is specific to a tender and is not interchangeable. The BOQ file shall be downloaded from the e-Procurement portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison. The BoQ should be submitted on-line in the e-Procurement portal i.e., <http://assamtenders.gov.in>.

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

1.8. Sample Submission

1.8.1. All the technically qualified bidders shall be asked to submit the sample to be assessed by against the set parameter, if felt necessary, by the technical committee.

1.8.2. If the offered item fails in the accuracy and precision test carried out by the technical committee, consisting of team of experts (duly appointed by the TIA), then the bidder

shall not qualify for price bid opening and shall be rejected at that stage without further consideration.

- 1.8.3. The bids shall be rejected, in case the bidder fails to submit the sample within 7 days of communication by the TIA or such other timeline as may be prescribed by the TIA at the time of communication for sample submission to the technically qualified bidders.

SECTION-II

2. Detail description and specification of the items:

2.1 Description of items to be procured:

| S. No | Name of the Item | Estimated Quantity | Warranty Period (If required) | EMD Amount | Requirement of MAL ¹ |
|-------|------------------|--------------------|-------------------------------|------------|---------------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

2.2. Technical and other Specification

| S. No. | Name of the Item | Technical Specification | Quality Specification | Packaging Details | Delivery Period |
|--------|------------------|-------------------------|-----------------------|-------------------|-----------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

Note:

- i) Bidder must submit valid quality certificates with respect to required quality specification.
- ii) Bidder should also submit relevant literature and supporting documents with respect to technical specification.

¹ It has to be mentioned whether Manufacturers Authorisation Letter is required for the Item (Yes/No).

SECTION-III

3. Bid Evaluation, Selection and Award of Contract

3.1. Technical Evaluation

- 3.1.1. In the first stage “Technical Bid” as submitted by the bidders will be evaluated based on documents submitted.
- 3.1.2. **Second stage:** The sample submitted by the bidder who qualifies in the first stage, will further undergo for accuracy and precision testing by technical experts. Bidder whose product will be recommended by the expert committee shall be eligible for opening the price bids.
- 3.1.3. **Least Cost Selection (LCS)** shall be followed for evaluation and selection of the most preferred bidder among technically qualified eligible bidders.
- 3.1.4. The Bid Evaluation Committee (i.e., "Evaluation Committee") of the Procuring Entity will carry out the technical evaluation of bids received within due date and time.
- 3.1.5. To facilitate bid evaluation, the “Evaluation Committee” may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Evaluation Committee for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought by Evaluation Committee within the specified time, its Bid may be liable to be rejected. In case the Bid is not rejected, Committee may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation by the Committee.
- 3.1.6. The Tender Inviting Entity (Authority) reserves the right to verify all statements, information, and documents, submitted by the Bidder in response to this Tender. Any such verification or absence of verification by the Evaluation Committee shall not in any manner, whatsoever, relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of TIA.
- 3.1.7. In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that any eligibility conditions have not been met by the bidder or if the bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith.

3.1.8. In the above situation, if the Successful Bidder has already been issued the LOA or has entered the Contract the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing, without TIA being liable in any manner, whatsoever, to the Successful Bidder.

3.1.9. In such an event, the Procuring Entity shall, without prejudice to any other right or remedy that may be available to it, shall forfeit and appropriate the Performance Security towards the losses, damages and inconvenience caused to It; provided that in the event the Performance Security has not been provided, the Procuring Entity shall have the right to forfeit the Bid Security and the successful Bidder shall be liable for the differential amount, if any.

3.2. Financial Bid Evaluation

3.2.1. Prior to evaluation of the Financial Bid, the Evaluation Committee will determine whether the Financial Bid is complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of Goods (F.O. R. destination) and should be stated in INR only. GST shall be paid/reimbursed at the applicable rate only against valid GST invoice. For price comparison only the basis price (i.e., price excluding GST) shall be considered. Omissions, if any, in costing of any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the bidder.

3.2.2. The Bidder having the lowest financial quote (L1) for a particular item will be declared as the preferred bidder for that item and accordingly letter of Award shall be issued inviting the preferred bidder to enter the contract for supply of such item(s). However, the Procuring Entity reserves the right to invite the L2 Applicant for supply of the item at the L1 rate, in case the selected (L1) bidder fails to execute the contract within due date, for whatsoever reason.

3.2.3. The Procuring Entity reserves the right to enter parallel rate contract for selected items with more than one parties at L1 price where it is not possible for any single party to fulfil 100% requirement. In case of parallel rate contract, the L2 and L3 bidders shall be given preference in sequential order. Parties other than L1 party e.g., L2, L3 and L4, etc., may choose not to go for the parallel rate contract without any penal consequence. In case the Procuring Entity chooses to have parallel rate contract with two suppliers then the allocation of total procurement shall be in the ratio of 60:40 between L1 and L2 bidders respectively. Similarly, in case the Procuring Entity chooses to have parallel rate contract with three suppliers then the allocation of total procurement shall be in the ratio of 40:30:30 between L1, L2 and L3 bidders

respectively. *(The Procuring Entity must mention the name of the item(s) for which it intends to go for parallel rate contract. This clause may be deleted where the Procuring Entity have no plan for parallel rate contract.)*

3.3. Award of Contract

3.3.1. The successful bidder(s) shall be invited to execute the rate contract in the format given at **Annexure-VII** on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) within <insert the number > days from the date of issue of the Letter of Acceptance (LoA) as per **Annexure-VIII**.

3.3.2. The **contract shall be for a period of 1(one) year** and during the currency of the contract the price shall remain firm without any change. The estimated quantities of procurement against each item as mentioned under **Section-II** are subject to variation as per actual requirement.

3.4. Performance Security

3.4.1. The successful bidder shall deposit the performance security of Rs <insert the amount> before signing of the contract. The performance security shall be in the form of irrevocable bank guarantee issued by any scheduled commercial bank in India having branch in Guwahati. The performance security bank guarantee should remain valid for atleast 60(sixty) days beyond fulfillment of all its contractual obligations including warranty period, if any. The format for Performance Bank Guarantee is given in **Annexure-IX**.

3.5.2. Non-submission of performance security against the Purchase Order within due date shall be treated as a contractual default and amount to cancellation of the same along with other penal measures as available.

(The performance security should be calculated as 5% of the value of the estimated ordered quantity. If it is not possible to correctly estimate the quantity of procurement, then a lump sum amount may be taken as initial performance security and the differential amount may be collected within 10 days of the issue of the Purchase Order. This situation may arise in case of procurement during natural calamity or epidemic when it is difficult to estimate the requirement correctly). This para should be deleted before finalizing the Bidding Document

SECTION-IV

4. Conditions of the Contract

4.1. Validity of Contracted Price

- 4.1.1. The contracted price shall be inclusive of all costs and expenses up to the point of delivery. No additional price shall be paid to the supplier over the contracted price. GST shall be paid only against valid GST invoice at the applicable rate.
- 4.1.2. The price shall remain valid throughout the currency of the contract. The supplier is contractually binding to supply the item(s) at the contracted rate throughout the contract period.
- 4.1.3. During the period of contract with the successful bidder, if the price of any 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 accordingly revise the rate. The Tender Inviting Authority 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 in rates.
- 4.1.4. The contract with the successful bidder shall be valid for a period of 1 years from the date of signing of the contract. The Procuring Entity may, if feel necessary, extend/renew the contract for a maximum period of 6(six) month in similar terms and conditions and with mutual consent.
- 1.4.5. The supplier (i.e. the contracted party) is contractually liable to supply the item of required quality and quantity at the contracted price as per the terms of the contract.

4.2. Terms of Delivery

- 4.2.1. The items supplied by the successful Bidder shall be brand new and shall comply with the specifications, stipulations and conditions specified in **Schedule-II**.
- 4.2.2. The supply should be completed maximum within *<insert the number of days>***days from the date of issue of Purchase Order**, unless an extender timeline is specified in the Purchase Order. Delay in delivery shall attract penalty @ 2% on the value of the item(s) not supplied within the due date, for each week or part thereof, subject to a maximum of 10% of the order value. The contract shall be liable for cancellation in case of delay beyond 5 weeks, unless otherwise decided by the authority considering the circumstances causing such delay.

- 4.2.3. If the contracted party (i.e., Supplier) fails to execute the order within the stipulated time, the purchaser will be at liberty to make alternative arrangements for purchase of the items, from any other source or from the open market, at the risk and cost of the Supplier. This would be in addition to any other penal options legally available with the purchaser including forfeiture of security deposit.
- 4.2.4. The item(s) shall be delivered at <insert delivery locations> as per the list furnished along with the Purchase Order (PO) or according to instructions given separately with reference to said PO.

4.3. Warranty Obligations

- 4.3.1. The contracted party (i.e., Supplier) warrants that the goods supplied under the contract/ against PO issued by the Purchaser are brand 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 or from any act or omission of the supplier that may develop under normal use of the supplied goods.
- i) The warranty shall be valid for the period mentioned in the Technical Specification.
 - ii) The Purchaser shall notify the supplier in writing of any claims arising under this warranty.
 - iii) 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.
 - iv) If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period [as per the nature of the goods supplied](#), 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 Purchaser may have against the Supplier under the contract.
 - v) The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay taxes/duties and all expenses up to the destination for the replaced part.

4.4. Local Conditions

4.4.1 It will be imperative on the supplier 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 afterwards.

4.5. Packaging

4.5.1. Packing should be sound and be able to prevent damage or deterioration during transit.

4.5.2. In the event the items supplied are found to be damaged or defective due to improper packaging the Purchaser will be at liberty to make alternative purchase of the items for which the Purchase orders have been placed from any other source or from the open market at the risk and the cost of the Supplier.

4.6. Payment Terms

4.6.1 Payments towards the supply of items will be made strictly as per payment rules of the Purchaser. Full payment will be released only after completion of supply of entire ordered quantities. Payment shall be released within 30 days of submission of bill post-delivery.

4.6.2 On completion of supply of supplied quantities, invoices with challans along with warranty certificates should be submitted in triplicate, addressed to the Purchaser.

4.7 Non-Conformance and Penalties

4.7.1. If the items do not conform to specifications, the same shall be taken back by the Supplier at the supplier's cost within a period of 30 days of the receipt of the letter/notice from the Purchaser. If the supplier fails to take back the items within the stipulated time, the Purchaser will have the right to dispose-off such ITEMS NOT CONFORMING TO SPECIFICATIONS. Purchaser may also levy charges calculated at the rate of 2% per week or part thereof on the value of the item rejected till such disposal. The decision of Purchaser or any officer authorized by it on the quality of the items supplied shall be final and binding.

4.7.2 In case of supply of inferior products or products not conforming to specifications, the Purchaser will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days' notice. The supplier will not be entitled for any compensation whatsoever in respect of such termination.

4.7.3 In the event of making ALTERNATIVE PURCHASE, the excess expenditure over and above contracted prices incurred by the Purchaser in making such purchases from any other

source or from the open market shall be recovered from the performance Security or from any other money due to the supplier and in the event of such amount being insufficient, the balance will be recovered from the supplier.

4.7.4. In all the above conditions, the decision of the Purchaser shall be final and binding.

4.7.5. Non-performance of any of the contractual obligations shall amount to breach of contractual obligations resulting in backlisting/debarment from participation in future tenders to be issued by the Purchaser for a period up to next 3(three) years, in addition to forfeiture of Performance Security Deposit and other penal actions available under law.

4.8. Force Majeure

4.8.1. The above conditions of delivery period, price reduction 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, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder 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.

4.9. Fraud and Corruption

4.9.1. The Supplier/Bidder 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:

- i) "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
- ii) "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
- iii) "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.
- iv) "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.

4.9.2 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 practice is detected at any subsequent stage or during execution of the contract, the Purchaser will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

4.10 Arbitration

4.10.1 If dispute or difference of any kind shall arise between the Tender Inviting Entity (i.e., Purchaser) and the Supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

4.10.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either the Tender Inviting Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India and as amended from time to time.

4.10.3 **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., Guwahati, Assam.

4.11. Saving Clause

4.11.1 No suit, prosecution or any legal proceedings shall lie against Tender Inviting Entity or any person for anything that is done in good faith or intended to be done in pursuance of tender.

4.12. Laws Governing the Contract and Jurisdiction

4.12.1. The Contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Court within Guwahati, Assam.

**ANNEXURES
(FORMS & FORMATS)**

Annexure- IA: Declaration by the Bidder

DECLARATION

Date:.....

To

<Name Designation and address of the TIA>

Tender Ref No. _____

For supply of _____

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 of the tender as mentioned in the tender document and undertake to comply with all of them. The rates quoted by me/us for the item(s) offered in this tender are valid and binding on me/us.
2. I/We do hereby bind myself/ourselves to supplying the item(s) at the rate quoted by me/us in our financial bid, if awarded the contract.
3. I/We also certified that rates quoted are at par with the rate quoted by us to any institution in India and which is not higher than the MRP/ prevailing market rate.
4. The items offered by us in our bid are strictly as per specification and of the best quality as per requirement of the Purchaser.
5. We/I also acknowledge the fact that the decision of the Authority (Hereinafter called the said Purchaser) as regards to the quality and specification of item shall be final and binding on me/us.
6. We shall furnish authorization from the manufacturer (as required) and legally enforceable undertaking in appropriate format.
7. We hereby undertake to pay the **penalty** as per the terms and conditions of the contract

for delayed supply of the ordered item(s).

8. We agree to accept the payment against the bill raised us only after acceptance of the supplied item by the designated official or office successfully and should any amount of the bill found 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 agree to the fact that the tender inviting entity has the right to accept or reject any or all the tenders without assigning any reason.
11. We hereby declare that we have not been blacklisted or debarred form participating in the bidding process by any government or semi-government entity or authority which is time being force. And there is no vigilance/CBI or court case pending/contemplated against us at the moment.
12. We hereby declare that there exists no situation which can cause conflict of interest with anybody in our participation in this tender.

Signature of Bidder/Authorized Signatory with official seal

Date:

Place:

Annexure-IB: Profile of the Bidder

PROFILE OF THE BIDDER

| S.N. | Particulars | Details |
|-------------|---|--|
| 1 | Name and Address of the Bidder: | |
| 2 | Constitution and date of incorporation / registration: (Certificate of incorporation/registration or deed of partnership to be enclosed) | (NGO/Partnership Firm/Company/Others) Date of Incorporation/Registration..... |
| 3 | Name, designation, contact no. and address of the Contact Person: | |
| 4 | Years of experience in similar line of activity /Business. | |
| 5 | Nature of Organisation | Manufacturer/Dealer/Distributor/Retailer/Direct Importer Bidder has to submit appropriate documentary evidence in this respect. |
| 6 | Details of the backlisting or debarment by any public procurement entity during last 5 years, if any. | |

The information as furnished above are true and correct and supported by valid documentary evidence.

Signature of Bidder/Authorized Signatory with official seal

Date:

Place:

Annexure-IC: Format for Power of Attorney

POWER OF ATTORNEY

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

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

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

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

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

Date: _____

Note:

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

Annexure-ID: Bank Guarantee Format for Bid Security

Bank Guarantee (Bid Security)

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

Beneficiary: *[Insert its name and address of Authority/Entity in whose favour the Guarantee shall be Issued]*

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

Date: *[Insert date of issue]*

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

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

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

successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) 60 days after the end of the Bid Validity Period.

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

[Signature(s)]

Note:

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

Annexure -II: Format for Manufacturer’s Authorisation Letter²

MANUFACTURER’S AUTHORISATION LETTER

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

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

To: *[insert complete name of Bid Inviting Entity]*

Dear Madam/Sir,

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

| S. No | Name of the Goods | Quality Certifications | Details of the Mfg. License | Details of Production Facility |
|--------------|--------------------------|-------------------------------|------------------------------------|---------------------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

We have been manufacturing product as stated above for more than three years as on date against valid manufacturing license.

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

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

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

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

Designation: *[Designation]*

Dated on _____ day of _____, *[insert date of sign in]*

² MAL shall be required only for the item(s) only if it is sought as per Para 2.2 of Section-II

Annexure-III: Turnover Certificate

ANNUAL TURNOVER CERTIFICATE OF THE BIDDER

(To be furnished in the letter head of the Auditor/CA)

This is to certify that the average annual turnover of M/s(bidder) in last three financial years is Rs.....(In words).

This is further to certify that the financial information as furnished below are true and correct and are inconsistent with the audited Statement of Accounts (enclosed) and other Statutory Returns.

| Financial Year | Total Business Turnover | Turnover from similar business (In INR) |
|-----------------------|--------------------------------|--|
| <Insert the FY> | | |
| <Insert the FY> | | |
| <Insert the FY> | | |
| Total | | |
| Average | | |

Date :

Place :

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

Firm Registration No.....
UDIN:.....

Note:

- i) Bidder should furnish Audited Statement of Accounts for all three financial years as part of the technical bid along with this certificate.

Annexure-IV: Details of Items Quoted

Tender Ref No. _____

| Sr. No. | Name of the Item | Manufacturer's Name | Make/ Model No | Warranty in Years | Compliance to Technical Specifications (Yes/No) | Compliance to Quality Specifications (Yes/No) | EMD Amount Submitted |
|----------------|-------------------------|----------------------------|-----------------------|--------------------------|--|--|-----------------------------|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |

Signature of Bidder/Authorized Signatory with official seal

Date:

Place:

Note:

The bidder has to provide authentic literature or supporting documents with respect to technical specification of the offered model

Annexure-V: Check List

CHECK LIST

| Sl. | Technical Bid | Yes | No | Page No |
|-------------|--|-----|----|---------|
| 1. | Tender Processing Fee | | | |
| 2. | Copy of the Bid Security instrument (if not paid Online) | | | |
| 3. | Copy of the Certificate of Incorporation (Company), Registration (Trust or Society) or Partnership Deed (partnership firm) | | | |
| 5. | Documentary evidence in support of the status of the bidder as per Clause 1.3.2. | | | |
| 6. | Undertaking as per Annexure-IA | | | |
| 7. | Bidders Profile as per Annexure-IB | | | |
| 8. | Power of Attorney Document (Annexure-IC), Resolution of Board, etc. | | | |
| 9. | Manufacturer's Authorization as per Annexure II | | | |
| 10. | Quality Certificates as specified in Para 2.2 in Section-II | | | |
| 11 | Annual Turnover Certificate of the Bidder as per Annexure III along with Audited Statement of Accounts | | | |
| 11. | GST Registration Certificate and Income Tax PAN | | | |
| 12 | Details of items quoted as per Annexure-IV | | | |
| 13. | Supporting document with respect to Technical Specification of the product offered | | | |
| 14. | Copy of the Tender document duly stamped and signed in each page by the authorized signatory. | | | |
| 15. | Any other document the bidder may feel appropriate. | | | |
| | | | | |
| Note | i) Scanned copies of these documents must be uploaded in the e-Procurement portal: www.assamtenders.gov.in ii) Only "Key Documents" to be submitted offline. | | | |

Annexure-VI: Financial (Price) Bid Format (for Reference only)

PRICE SCHEDULE

(To be submitted online only)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

| NUMBER # | TEXT # | NUMBER # | TEXT # | NUMBER # | NUMBER | NUMBER # | NUMBER # | TEXT # |
|-----------------|-------------------------|---------------------------|---------------|--|---------------|-------------------------------------|-------------------------------------|------------------------------|
| Sl. No. | Item Description | Estimated Quantity | Units | Basic Unit Rate (Excluding GST) Rs. P | GST | Total Amount (Excluding GST) | Total Amount (Including GST) | TOTAL AMOUNT In Words |
| 1 | 2 | 4 | 5 | 6 | 7 | 8=6x4 | 9=(6+7)x4 | 10 |
| 1 | | | | | | 0.00 | 0.00 | |
| 2 | | | | | | | | |

Annexure-VII: Rate Contract Format

RATE CONTRACT AGREEMENT

This Agreement (“**Agreement**”) is made on this _____ day of _____
by and between:

[*insert complete name of Purchaser*], a [*insert description of type of legal entity, for example, an agency under Department of..... of the Government of Assam*], or Procuring Entity incorporated under the laws of India] and having its principal place of business at [*insert address of Purchaser*] (hereinafter called “*the Purchaser*”), of the one part, and

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

The Purchaser and Supplier are individually referred to as a “**Party**” and collectively to as the “**Parties**”.

WHEREAS:

- (1) The Purchaser invited bids issuing an open Tender (Reference No.....Dated.....) for certain Goods and incidental services, viz., [insert brief description of Goods and Services] and has accepted the Bid submitted by the Supplier for the supply of those Goods and incidental services being evaluated as the preferred bidder by issuing Letter of Acceptance (Letter No.....Dated.....)
- (2) Parties are now desirous of entering into this Agreement to have a rate contract for certain items and recording the terms and conditions regarding the relationship between the Parties, cost of supply, delivery terms, payment, penalty, etc.

NOW, THEREFORE, in consideration of the foregoing and other terms and conditions set forth in this Agreement and the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows.

1. This Agreement for Rate Contract shall come into force with effect from the date on which it is signed and executed by the Parties (“**Effective Date**”). And shall remained valid for one year from the date of signing.

2. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document referred to.
3. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - (a) all the documents submitted by the bidder as part of technical bid and financial bid;
 - (b) Detailed description and specification of the contracted items.
 - (d) the clarifications and amendments issued / received as part of the bid document;
 - (e) Conditions of Contract; and
 - (f) the Letter of Acceptance (LOA).
4. In consideration of the payments to be made by the **Purchaser** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with Purchaser to supply of medical consumables in conformity in all respects with the provisions of the Contract.
5. 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.

6. Contract Price

| S. No | Name & Description of the Items | Unit Basic Price (Excluding GST) | GST* (Current Rate) | | Unit Price with GST |
|-------|---------------------------------|----------------------------------|---------------------|--------|---------------------|
| | | | % | Amount | |
| 1 | 2 | 3 | 4 | 5 | 6=3+5 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

*GST shall be payable at applicable rate

7. Validity of this Contract:

This Contract shall remain valid for 1(one) year from the date it comes into effect. However, the parties may choose to extend the contract for a maximum period of six month with mutual consent.

8. Delivery Schedule:

The Purchase Order shall be issued by Purchaser on as and when required basis during the currency of this contract. The Point of delivery and/or installation and other terms and conditions shall be detailed in the purchase order.

9. The Quantity of Procurement:

The estimated quantity of requirement as mentioned is indicative in nature. The Purchase Order shall be placed as per actual requirement. The Purchase does not guarantee any quantity to the supplier with respect to procurement.

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

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

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

Annexure-VIII: Letter of Acceptance

Letter of Acceptance

[On letterhead of the Procuring Entity]

..... **date.**

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

Subject: **Award of Contract**

This is to notify that your Bid dated _____ *[insert **date of bid submitted by the bidder**]* for supply of _____ *[insert **brief description of Goods and/or incidental services**]* against Bid Invitation Ref. No. _____ *(Insert Tender Ref. No.)* is hereby accepted by us.

The price as offered and accepted by us for the rate contract is given as below:

| S. No. | Name of the Item | Unit Price (Excluding GST) | GST | Unit Price (Including GST) |
|---------------|-------------------------|-----------------------------------|------------|-----------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

You are requested to furnish the Performance Security in accordance with the Conditions of Contract and sign the contract within **<insert the date>** days from issue of this letter. The format for Performance Bank Guarantee is given in “**Annexure-IX**” of this Bidding Documents.

Authorized Signature:

Name and Designation of Signatory:

Name of Purchaser:.....

Annexure-IX: Bank Guarantee Format for Performance Security

Bank Guarantee Format

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

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

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

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

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

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

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

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

[signature(s)]

Note:

- a) *The Guarantor shall insert an amount specified in the Letter of Acceptance.*
- b) *Insert the date beyond fulfillment of all its contractual obligations including warranty period, if any. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one- time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*
- c) All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

