

**Cost of Form: Rs. 500/-**



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## **TENDER DOCUMENT**

**NAME OF WORK :** SUPPLY, INSTLLATION & COMMISSIONING OF OT LIGHTS  
IN THE DEPARTMENT OF SURGERY AT DIPHU MEDICAL  
COLLEGE & HOSPITAL, DIPHU PIN NO-782460, ASSAM

**TENDER NO.:** SMED/DMCH/NIQ/0140/2023/30698 **Dated:-03/02/2023**

**Last date of Submission** : 13/02/2023  
**Date of Opening** : 13/02/2023

Name of the party in whose favour  
the Tender form has been issued : \_\_\_\_\_

Diphu Medical College Hospital, Diphu, Baghmari-782460, Assam  
(Under Society for Medical Education, Diphu)  
Phone No:-03671-299916 www .dmcassam.in.

(SEAL & SIGN OF THE ISSUING  
AUTHORITY)

### Detailed Notice Invitation for Tender

**TENDER NO.: SMED/DMCH/NIQ/0140/2023/30698 Dated:-03/02/2023**

Sealed Tenders (Two Bid system comprising of Technical Bid, and Price Bid) affixing **court fee** stamp of Rs. 8.25 (Rupees eight and twenty paise) only are invited from the interested eligible manufacture/Authorized suppliers/Accredited Dealers for Supply, Installation and Commissioning of OT Lights in the department of Surgery at Diphu Medical College, Diphu

<b>Sl. No</b>	<b>Item</b>	<b>Specification/Details</b>
<b>01</b>	<b>Name of the work</b>	Supply, Installation and Commissioning of OT Lights in the department of Surgery at Diphu Medical College, Diphu
<b>02</b>	Tender no/NIT no	<b>SMED/DMCH/NIQ/0140/2023/30698 Dated:-03/02/2023</b>
<b>03</b>	Issue of Tender	Tender documents can be download from our website www.dmcassam.in
<b>04</b>	Tender cost and processing Fees	Rs. 2000/= (Rs. Two thousand only)
<b>05</b>	Duration of execution of contract	30 Days
<b>06</b>	Earnest Money Deposit	Rs. 10,000/- (Ten Thousand) only
<b>07</b>	Method Tender submission	The method of bidding shall be two bids system. The financial bids for only the bidders, those who qualify in the Technical Bid, shall be opened. For details please see below.
<b>08</b>	Receipt & submission of tender	Tender document along with supporting documents, necessary fees & EMD also to be submitted into a designated drop box or by Registered Post on or before last date of tender submission. <ul style="list-style-type: none"><li>• Drop box is placed in Diphu Medical College &amp; Hospital, Diphu (see below for detail)</li><li>• Address for postal submission: Principal cum Chief Superintendent, Diphu Medical College &amp; Hospital, Baghmari, Diphu-782460, Assam (Clearly superscribing the name of the work)</li></ul> <b>Email and a working Mobile number of the bidder must be mentioned in the back of the envelop)</b>
<b>09</b>	Scope of Work	Supply, Installation and Commissioning of OT Lights
<b>10</b>	Last date of tender submission	<b>13/02/2023 (Till 1.00 PM)</b>
<b>11</b>	Date & Time of opening of Tender	<b>13/08/2023 at 2:30 PM</b> (In case of 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)
<b>13</b>	Eligibility criteria for participation	See below.

Any future corrigendum(s)/addendum (s) etc., if any, shall be communicated through the official website only.

### **Important Points:**

1. Bidding documents can be downloaded from DMC&H website <http://dmcassam.in>.
2. Quantity of item can be increased or decreased as per requirement.
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.
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 DMC&H, Diphu.
8. Tender will not be accepted without earnest money. Earnest money for the tender is 10000/- (Ten Thousand) only
9. All bidders need to submit Rs. 2000/- (non-refundable) as tender document and Bid Processing fees.
10. All amounts should be payable by Demand Draft/Banker's Cheque in favour of Principal cum Chief Superintendent, Diphu Medical College & Hospital payable at Diphu.
11. Bid documents are not transferable.
12. 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 Diphu Medical College & Hospital, Diphu, Assam, PIN CODE: 782460, by the closing date and time stipulated above.
13. The tenders for any or all the items can be cancelled by the undersigned without assigning any reasons.
14. The undersigned is not bound to accept the lowest rate and reserve the right to reject or cancel the tender without assigning any reason whatsoever.
15. **The technical specifications mentioned in this document are not to be viewed as restrictive and should be considered as only indicative but preferable. The authority reserves the right to select equipments as per their choice even if the specifications are not exclusively mentioned in this document.**
16. **Performance record, brand value, number of present users, market reputation etc will also be considered while selecting the equipments.**
17. All documentation such as manufacturer authorization letter, warranty clause, extended warranty clause, AMC clause etc. should also be mentioned separately.(see 18 & 19 below)
18. **There should be clear mention of WARRANTY period.**
19. **There should also be clear mention of terms and conditions for**
  - a. **Extended warranty upto 1 years from date of installation after expiry of initial warranty period**
  - b. **Annual Maintenance Contract upto 2 years from date of installation, after expiry of initial warranty period**

20. 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.
21. 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.
22. Out of EWP, AMC and no maintenance contract, authority will opt for the most beneficial **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.
23. Supply orders may be issued to the winning bidder/bidders (within the validity period of quoted price).
24. In case of any of the above mentioned dates being declared as a holiday the Bids will be sold / received / opened on the immediate next working day at the appointed time.
25. The bidder should be able to give physical demonstration before the purchase committee or any empowered committee if asked for.
26. Any corrigendum related to this tender kindly to be seen at the official website of the college.
27. Authority reserves the right for any modification in the bid documents if required 7 days before the tender submission of last date.
28. In case the bid documents are sent by post or by courier, the time and date of depositing the bid documents at the office is to be as per schedule date of submission. Authority will not be responsible for any postal delay in process of submission of Bids & necessary fees.
29. Supply order may be issued to the winning bidder or bidders for one time full list of equipment or part depending on schedule of installment from funding agency.
30. Payment is to be made on received of the consignment with satisfactory installation certification by the concerned department HOD on the availability of the fund. No any interest is to be paid for late payment, if any.
31. Tenderers must sign all the documents with official seal/proprietary seal without fail.
32. Date & time of opening of financial bid will be intimated after the opening of technical bid.

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

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IN THE DEPARTMENT OF SURGERY AT DIPHU MEDICAL & HOSPITAL,  
DIPHU**

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## Schedule: I

### (TERMS AND CONDITIONS)

1. This tender is open to all eligible manufacturer and/or their accredited dealers.
2. Bid must reach the office of the Principal cum Chief Superintendent, Diphu Medical College & Hospital, Diphu, Assam, PIN 782460, as in the date and time as stipulated in this Tender notice. 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, Diphu Medical College & Hospital, Diphu, Assam, PIN 782460 and Tender No with Tender Name should be super scribed 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 Principal cum chief Superintendent, DMC&H, Diphu, 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 Bids along with necessary fees, 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, Diphu Medical College & Hospital, Diphu, Assam, PIN 782460 within the stipulated date and time as mentioned in the notice. The Principal cum Chief Superintendent, Diphu Medical College & Hospital, Diphu, 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 for opening of their price bids. The Bids should be duly marked and sealed, as -Originall, -Duplicatell and -Triplikatell.

The sealed bids viz. 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 30 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, Diphu Medical College & Hospital payable at Diphu
- 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 for both indigenous and imported items. 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:**

- 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. The notification of award will constitute the formation of the contract.

**31. Signing of contract/Agreement:** At the time when, the purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties. The successful bidder shall sign and date the contract form provided in the document. 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-XIII**).

**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 5% (**Five percent**) of the order value, valid for entire period of warranty. 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 one of the following forms:

- a) Demand draft in favour of Principal cum Chief Superintendent.

(The Performance security shall be in favour of Principal cum Chief Superintendent, Diphu Medical College & Hospital, Diphu, 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 tender notice 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 preferably two years followed by provision for extended warranty period/AMC. See clause no 56 under Schedule-I**

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.
- 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.

**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 proposes 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 purchaser may accept or reject any other specifications claim to be equivalent or superior to those mentioned in the tender document taken into consideration of need of the end user. 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 Practicell 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.
- b) —Fraudulent Practicell means misrepresentation or omission of facts in order to execution of contract.
- c) —Collusive practicell means a scheme of 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 Practicell 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 Diphu.

**53. Payment Terms:**

- a. **Source of Fund:** HMS fund Diphu Medical College & Hospital.
- b. **Procedure for payment:** The paying authority on production of the following documents.
  - 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 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.
  - g. No interest is to be paid for late payment, if any.

**54. 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 2000 /= (Two Thousand only) non-refundable, as tender processing fee
- ii. Rs 10000/- confirming EMD amount in favour of Principal cum Chief Superintendent, Diphu Medical College & Hospital, Diphu.
- iii. Up to date valid GST 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/CE 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. 2019-20, 2020-21 and 2021-22 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 and scientific persons 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**.

#### **55. Additional Terms and Conditions:**

- a) Bids from Joint ventures are not acceptable.
- b) The bidder must be a profit making one for the last three years.
- c) 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.
- d) The bidder shall provide backup services of trained Technical Personnel on 24 hours basis for emergency programming.
- e) 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.
- f) Onsite training to Doctors/Scientists/Technician is to be provided by winning bidder/bidders through designated technical person for operation and maintenance of the equipment/equipments to the satisfaction of the end user.

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

- a) **Bidder shall quote for Extended Warranty (EW), as well as Annual Maintenance Contract (AMC) separately upto 5 years after the expiry of the initial warranty period, against of each item. Detail break up including cost of labour, spare parts (if applicable) any taxation (GST etc) must be provided.**
- b) **Provisions and conditions for EW and AMC must accompany (as a whole or individually with every item in the list).**
- c) **The Purchaser will choose one amongst EW, 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:**.....

*End of Schedule One*

## Schedule-II

### SCHEDULE OF REQUIREMENT

#### PART-I

Name of Item	Tender Fee	EMD ( Bid Security)
Supply, installation commissioning of OT Lights in the department of Surgery at Diphu Medical College & Hospital, Diphu	Rs.2,000/-	Rs. 10,000/-

#### Note:

1. Bidder must affix court fee stamp (**I.P.O in case of Bidders outside the State of Assam**) of Rs.8.25 (Rupees eight and paise twenty-five only) on the Technical Bid (Original Copy).
2. **Bidder should submit a soft copy (in CD) of Technical Bid in MS WORD format (only technical specifications/details of the goods 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). Any discrepancy between soft and hard copy, the hard copy (printed and signed documents) shall prevail.**
3. All the materials should be well packed to avoid any breakage during transit.
4. The responsibility for providing after sale service would rest on the Principal Equipment/instrument supplier.
5. The Principal shall be solely responsible for warranty period and maintenance of the Equipment/instrument 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, Diphu Medical College & Hospital, Diphu
8. Bidders shall submit their Performance statement as per Performa along with certificate from the users and copy of the orders for the Equipment/instrument 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.**

#### **PART-II: SCOPE OF INCIDENTAL SERVICES:**

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

#### **PART-III: TERMS OF DELIVERY**

**The Equipment/instrument has to be delivered at the site of the following Institutions:**

- i Principal cum Chief Superintendent, Diphu Medical College & Hospital, Diphu.

**Installation site:** Diphu Medical College & Hospital, Diphu.

Term of Delivery: F.O.R. Destination (Diphu Medical College & Hospital, Diphu).

**(REQUIRED ITEMS/EQUIPMENTS)**

**Part I. List of Equipments and Instruments are tentative Quantity Under Two Bid System  
(Technical & Financial Bid)**

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

**See Annexure XIII for detail**

**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 HOSPITAL. THE TECHNICAL SPECIFICATIONS MENTIONED BELOW ARE TO BE VIEWED AS INDICATIVE RATHER THAN RESTRICTIVE.**

**Schedule: III**

**(TECHNICAL STATEMENT)**

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

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

Note: Prospective bidders might be called up to demonstrate their product in front of the DMC&H 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 DMC&H) who can reply satisfactorily all the queries of the expert(s).

**Deviation Statement**

Following are the Technical deviations and variations from the Technical specifications:

Sl. No.	Item	Statement of Deviations/variations

The Following are the particulars of the deviations from the requirements of the Tender document terms and conditions:

Sl. No.	Clause in the terms and conditions Deviation	Justification for the deviation

These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

Signature of the bidder with date

Note:

The technical compliance/deviation should be supported by relevant technical literature.

If specification in Superior/inferior than asked for the enquiry, it should be clearly brought out in the justification.

If the bidder offers more than one model, then the technical compliance statement must be enclosed for each and every model separately

***End of Schedule Three***

**Schedule-IV**

**(TENDER FORMS)**

**Annexure-I**

**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last three years)

TENDER 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

**Annexure-II**

**BID FORM AND PRICE SCHEDULES**

Tender No:.....Date:.....

To

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

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 ..... 2023

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	Qty	Price per unit						Unit Price Including Excise 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)	Incidental 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.

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 o the Agency:

Full Postal Address:

Phone / Fax / E-mail:

11. Name of person responsible for 10 above:

No.	Name	Designation	Age	Residenti al 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:

Signature \_\_\_\_\_

Place:

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

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

on goods manufactured, the same shall be to the supplier's account and shall not be borne by the purchaser.

**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.

<b>Sl. No</b>	<b>Year</b>	<b>Turnover (Rs. in lakhs)</b>
1	2019-20	
2	2020-21	
3	2021-22	
	Total	
	Average turnover in last 3 years	

Signature of Auditor/ Chartered Accountant (Name in Capital)

Date:

Seal:

## Annexure-VI

### UNDERTAKING

To

The Hon'ble Governor of Assam

Through the Principal cum Chief  
Superintendent Diphu Medical College  
& Hospital, Diphu  
Tender 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 Diphu Medical College & Hospital, Diphu (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 Diphu Medical College &  
Hospital, Diphu  
Dear Sir,

Tender 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 Tender No .....  
.....for the above goods manufactured by us.

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 manufacturers 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**

Tender 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 Diphu Medical College & Hospital, Diphu, or his/her authorized representative.
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 Diphu Medical College & Hospital 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	<b><u>Vendor's Confirmation</u></b> <b>(Confirmed/Noted/Deviation/ furnished separately)</b>
<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.	It is to be noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
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. GST, 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 % age of basic price to arrive at landed price in D2 above.	
4.	It is to be noted that the statutory variations (on the higher side) 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 applicable 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 applicable Duty chargeable, which shall be loaded to you price.	
7.	Confirm that in case of delay on your account of 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	<p>a) Confirm that the quoted prices shall remain firm &amp; fixed till complete execution of the order.</p> <p>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).</p>	
14	<p>a) Confirm that all inspection &amp; testing charges including 3<sup>rd</sup> party inspection (if required) included in the price.</p>	
	<p>b) Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the purchaser along with the equipment.</p>	
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	<p>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 &amp; lifting arrangement. Pl confirms compliance.</p>	
17	<p>The material / equipment shall be guaranteed against any and all defects in design, workmanship, material &amp; 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.</p>	
18	<p>Confirm that Performance Bank Guarantee shall be furnished for 5% of the total order value valid till guarantee period of the goods.</p>	
19	<p>Confirm acceptance of Part order.</p>	
20	<p>Confirm acceptance of Repeat order within 12 months from the date of basic order at same price and terms &amp; conditions.</p>	
21	<p>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.</p>	
22	<p>Terms &amp; Conditions indicated in this format shall not be repeated in the bid. Terms &amp; Condition indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.</p>	

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.....(here in after called -the bid). **KNOW ALL MEN by these presents that we**

**.....of.....having registered office at.....** (here in after 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 ....., 2023.

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.....2023 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.....2023 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

02. 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 here to 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**

**List of items and Technical Specifications of the items**

Sl No.	Item	Technical specification	Qty (tentative)
1	OT light	<ul style="list-style-type: none"><li>• Light head diameter:- 50 cm</li><li>• Illumination intensity at 1 m-140000 lux</li><li>• Focus diameter 15025 cm</li><li>• Focus adjustable</li><li>• Depth of illumination 100 cm</li><li>• Colour temperature= 3500K-4500K</li><li>• CRI- 95</li><li>• Illuminating adjustment= 0-100%</li><li>• No of LEDs 96</li><li>• LEDs lifetime-50000 hrs</li><li>• Energy consumption-50W</li><li>• SMPS Control unit</li></ul> <p>The light is streamlined, Ultra-thin with aerodynamic shape and laminar compatibility. The arms should have springs which can turn around all points of Articulation, more easier to maneuver and place. Micro computer digital control with shifts luminance 0-100% for selection.</p>	02 nos
2	Spot LED light for Surgery OT	Intensity- 50000 Lux No. of LED's -12 Power supply-220 V/50 Hz Power consumption-12 watt	02 nos

**End of Schedule-IV**

\*\*\*\*\*

