



**RATE CONTRACT  
FOR SUPPLY OF FURNITURE ITEM FOR DIPHU MEDICAL  
COLLEGE & HOSPITAL, DIPHU**

**IFB NO. SMED/DMC&H/Tender/Pt. II/2023-24/023/1833(A)**

**Date: 12/07/2023**

<b>Date and Time of Start of Bid Submission</b>	<b>11:00 AM of 14/07/2023</b>
<b>Date and Time of End of Bid Submission</b>	<b>1:00 PM of 02/08/2023</b>
<b>Date and Time of Opening of Technical Bid</b>	<b>2:00 PM of 02/08/2023</b>
<b>Date and Time of Opening of Price Bid</b>	<b>Shall be communicated only to the technically qualified bidders subsequently</b>

Tender document may be downloaded from institute's web site

[www.dmcassam.in](http://www.dmcassam.in)

**Diphu Medical College & Hospital, Diphu**

Baghmari, Diphu, P.O. Diphu-782460, Karbi-Anglong Assam,

Email: [principaldiphu1@gmail.com](mailto:principaldiphu1@gmail.com)

Tender for Rate Contract for Furniture items

The Principal cum Chief Superintendent, Diphu Medical College & Hospital, Diphu-Assam invites tender in Two-Bid System, to be submitted with affixed Court Fee Stamp Rs.8.25/- (Rupees eight and two five paisa) only (for local bidders) or IPO of Rs. 10/- (Rupees Ten) only (in case of bidders from outside of the State of Assam) from the experienced firm/agency/distributor/manufacturer for **Supply of Furniture Item** on rate contract basis to the Diphu Medical College & Hospital, Diphu-Assam.

S. No.	Item Description	Tender Processing fees	EMD
1	Rate Contract for Supply of furniture items at DMCH	Rs.3000 /-	Rs.30000 /-

(Refer Details as per Annexure – “II”)

Quotation should be sealed and superscripted with tender number and address to:

**“Principal cum Chief Superintendent,  
Diphu Medical College & Hospital,  
Baghmari, Diphu, Karbi Anglong,  
Assam, Pin: 782460”**

**The hardcopy of tender should reach the Institute on or before 2<sup>nd</sup> Aug, 2023 at 1:00 PM and it will be opened on same day at 2:00 PM in the Conference Hall, Diphu Medical College & Hospital, Diphu-Assam in the presence of the bidder(s) or their authorized representative(s), who will be present at the scheduled date and time.**

**Term & Conditions**

- 1. Preparation and Submission of Tender:** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The bidder **MUST** submit a hardcopy of Technical Bid sealed by the bidder in separate covers "**Technical Bid for Rate Contract for Furniture items**". Financial Bid in a separate envelop. Sealed Envelopes should be kept in a main/ bigger envelope superscribed as "**Tender for Rate Contract for Furniture items**"
- 2. Tender Processing Fees:** Tender must be accompanied by Tender Processing Fee of Rs. 3000/- (Non refundable) may be submitted through Demand Draft in favour of Principal cum Chief Superintendent, payable at Bank of India, Diphu. If the tenderer fails to submit the same, their tenders will be rejected.
- 3. Earnest Money Deposit:** Tenders must be accompanied by EMD of Rs.30,000/- Refundable (Rupees Thirty Thousand only) may be submitted through Demand Draft in favour of Principal cum Chief Superintendent, payable at Bank of India, Diphu. If the tenderer fails to submit the same, their tenders will be rejected. The EMD of the successful bidder shall be returned after completion of work.

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- a) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
4. The EMD, in case of unsuccessful Bidders shall be retained till the finalization of the tender. No interest will be payable by the DMCH, Diphu-Assam on the EMD.
5. **All the bidders should be able to provide demonstration for evaluation before the technical committee if asked for. Failing to do so will lead to rejection of the bid.**
6. **Rate :** Rate should be quoted in Indian Rupees (INR) on DOOR Delivery Basis at DMCH, Diphu-Assam inclusive of all the Charges, with break-ups as:
  - Basic Cost
  - GST
  - Total Cost inclusive of all taxes & charges

**Documents to be attached with Technical Bid:**

- a) Original Tender Document duly signed with seal of the firm on each page in token of acceptance of the terms and conditions of tender.
- b) Tender Fees, Earnest Money Deposit, Court Fees of Rs. 8.25/- and IPO of Rs. 10/- (for outside bidder) must be submitted.
- c) Up to date Trade License/incorporation certificate.
- d) Attested copy of deed of partnership, if the firm is a partnership concern of Memorandum and Articles of Association duly certified in case of Company.
- e) Average annual turnover of Rs. 20 lakhs or more for last 3 assessment years (2020-21, 2021-22, 2022-23) duly certified by CA along with the profit & Loss, balance sheet.
- f) IT Return Acknowledgement for last 3 assessment years (2020-21, 2021-22, 2022-23).
- g) Photocopy of PAN No. of the Firm/Company/Proprietor.
- h) Photocopy of GST registration
- i) Authorized dealership certificate should be enclosed (wherever applicable)
- j) Warranty certificate.
- k) At least 2 years of experience in supply of similar items in Govt. Departments/ PSUs/Hospitals/autonomous/ council. In view of this, work order, work completion certificate along with technical bid.
- l) The convicted firms/company shall not be eligible to participate in the bid. Similarly, blacklisted/banned/debarred firms/company by any central/state govt. or its organization or autonomous bodies. A notarized undertaking in Rs. 100 (one hundred) stamp paper should have furnished in original along with the tender document.
- m) Affidavit in Rs. 100 (one hundred) stamp paper in support of tender is to be enclosed in original duly signed by Notary Public
- n) All annexures duly signed by the tenderer.

All the aforesaid documents must be enclosed with the Technical Bid, failing which, the tender shall not be considered. The documents should be signed with seal by the tenderer/bidder.

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**9. Opening of Tender:** The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending on the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification. The late received tenders by the DMCH, Diphu-Assam will be ignored. Further, the DMCH, Diphu-Assam does not accept any liability and responsibility for the tenders in case the same are not properly sealed and marked and/or sent as above.

**10. Right of Rejection of Tender:** DMCH authority reserves the right to accept or reject any or all the tenders without assigning any reason.

**11. Evaluation of bids:** On the basis of assessment of general conditions and basis of Technical Bids of only qualified bidders shall be considered for evaluation by the Technical Evaluation Committee constituted by the Competent Authority. Thereafter, on the basis of the evaluation of Technical Bid/Bids, the price bid/bids of only those technically accepted offers, shall be opened for evaluation. The final award of tender shall be made to the lowest qualified bidder on the basis of item wise evaluation (inclusive of all taxes and charges) worked out in the price bid.

**12. PRICES:**

- a) Price should be quoted for all the items listed in Annexure without any overwriting/erasing/cutting. Use of white fluid/ correction fluid/correction tape is strictly prohibited.
- b) **GST should be quoted separately for each item. Failing to do so will lead to rejection of the Price Bid.**
- c) The final quoted rates should be inclusive of GST, freight charges, packing charges etc.
- d) Conditional bids shall be rejected.
- e) **The rates for the quoted items should not be higher than MRP.**
- f) Successful tenderer shall not be entitled to any hike in prices for any reason other than statutory levies during the period of contract.
- g) **Successful tenderer will not be allowed to supply any other brand other than the approved brand in the tender, for any reason whatsoever during the period of contract.**
- h) The tenderers are advised to quote their rates on the basis of costing/profitability of individual items because the DMCH authority reserves the right to exclude any item(s) from purchase at the time of placing purchase order. Further, the quantities mentioned in the price bid are only tentative in nature and actual procurement quantities of items may differ as per requirement.
- i) The tenderers may note that quantities mentioned in the price bid are only tentative in nature and are meant only for the purpose of evaluation of tender. Actual procurement quantities of items may differ as per requirement.

**13. Contract Period:** The contract for supply of furnitures will be initially for a period of (1) one year and can be continued/renewed for further (1) year subject to satisfaction of the Diphu Medical College & Hospital, Diphu-Assam and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

**14. Specification:** The tenderers must confirm in writing that the goods supplied & installed by them shall be as per specification of goods mentioned in Annexure – II and in case of any variation, the contract shall be liable to cancel immediately. The Security cum Performance Guarantee will also be forfeited.

**15. Warranty :** The supplied items should have at least one year warranty period.

**16. Quality of goods:** The firm will be entirely responsible for quality of supplied/ installed goods. The supplier should replace the rejected/ damaged stores within 10 days, failing which legal action will be taken as deemed fit by the Institute.

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**17. Validity:** The quoted rates must be valid for a period of 1 (one) year. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

**18. Authority of person signing document:** - A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the DMCH, Diphu-Assam may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

**19. Supply /Door Delivery:** All the work shall be completed within **21 days** from the date of issue of work order by the Institute. All the aspects shall be the exclusive responsibility of the supplier. If the supplier fails to complete the work on or before the stipulated date, then a penalty at the rate of 2% per week of the total order value shall be levied subject to maximum of 10 % of the total order value.

**20. Performance Security:** The successful tenderer will be required to furnish a Performance Security Deposit of 5 % against the total contract value after receiving work order in the form of Fixed Deposit Receipt from any Nationalized Bank duly pledged in the name of the "**Principal cum Chief Superintendent**" Payable at Bank of India, Diphu Branch. Which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.

The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations (including Warranty / Guarantee period) under the contract.

**21. Arbitration:** The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Diphu. The decision of the Arbitrator shall be final and binding on the both parties.

**22. Payment Term:** The Bill in triplicate may be send to this office for settlement after satisfactorily delivery & Installation of the goods certified by the competent authority. The bill should have full particulars of the items. No Payment shall be made in advance nor shall the loan from any or financial institutions be recommended on the basis of the order of award of work.

The Contractor shall submit the bill only after supply & satisfactory received of the material to the DMCH, Diphu. The case of issuing sanction and passing of bill for payment will be initiated on receipt of a pre-receipted invoice from the Contractor. No payment will be made for goods rejected.

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- 23. Breach of Terms and Conditions:** In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by DMCH, Diphu-Assam in that event the EMD shall also stand forfeited.
- 24.** The items will have to be supplied at Institute site. No transportation/ cartage charges will be provided for the same.
- 25.** The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
- 26.** Bidder shall submit a copy of the tender document and addendum/corrigendum thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.
- 27.** After due evaluation of the bid(s) item wise DMCH, Diphu-Assam will award the contract to the lowest evaluated responsive tenderer. Conditional bid will be treated as unresponsive and will be rejected.
- 28. Legal Jurisdiction:** Any disputes are subject to exclusive jurisdiction of competent court and forum in Diphu-Assam, India only.
- 29. Applicable Law:** The contract shall be governed by laws and procedures established by Govt., within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

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

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**Annexure – I**  
**Technical Bid**

Sl. No	Details of the bidders	Submitted	Page No.
1	(To be Mentioned in the Letter head). Name & Address of Tenderer with phone number, email – id. Specify whether a Company /Proprietorship / Partnership firm Name of Proprietor /Partner/Managing Director/Director.		
2	Name, Address, Phone No. of Office		
3	Court Fees of Rs. 8.25/- (Rupees Eight and Paisa Twenty Five)only or IPO Rs. 10/-		
4	Details of the Tender Fees Rs. 3000/- (Rupees three thousand only) submitted through Demand draft.		
5	Details of the Earnest Money Deposit (EMD) Rs. 30000/- (Rupees thirty thousand only) submitted through Demand Draft.		
6	Up-to-date copy of Trade License/incorporation Certificate.		
7	Attested copy of deed of partnership, if the firm is a partnership concern of Memorandum and Articles of Association duly certified in case of Company.		
8	PAN No. (enclose the attested copy of PAN Card)		
9	Signed copy of GST Certificate showing clearly GST no. of the firm		
10	Income Tax return acknowledgment for the last Three Assessment years (2020-21, 2021-22, 2022-23)		
11	Average Annual Turnover should be Rs.20 lacs or more for last 3 Assessment years (2020-21, 2021-22, 2022-23). Complete audited annual turnover report with profit & Loss, balance sheet, income and expenditure reports for last 3 assessment years. (Duly signed by CA)		
12	Authorized dealership certificate should be enclosed (wherever applicable)		
13	Warranty certificate		
14	Whether the Firm/Agency has signed each and every page of Tender / NIT		
15	Similar experience of supplying the similar items to Govt. Departments/PSUs/Hospitals/Autonomous council of 2 years .		
16	Blacklisted/banned/debarred firms/company by any central/state govt. or its organization or autonomous bodies will be rejected. A notarized undertaking in Rs. 100 (one hundred) stamp paper should have furnished in original along with the tender document.		
17	Affidavit in Rs. 100 (one hundred) stamp paper in support of tender is to be enclosed in original duly signed by Notary Public		
18	All Annexures submitted as per prescribed form		

Date :

Place :

(Signature of the Bidder)  
Along with Stamp of Firm/Company

**Item details with specifications**    Annexure II

<b>Sl. No.</b>	<b>Product</b>	<b>Specifications</b>	<b>Warranty</b>	<b>Offered brand /make</b>
1.	Steel Almirah (Small Size)	50"x30"x17" (approx) Steel Almirah with three shelves making flour compartment with coated red oxide primer & well finished enamel spray paint and with main gate locking mechanism with a duplicate key. 22 G approx weight 36 Kg		



**Annexure III**

**Financial Bid**

**Format for Financial Bid**

Item Particulars	Unit	Rate Per Quantity	GST	Amount
Steel Almirah(50"x30"x17" (approx) Steel Almirah with three shelvesmaking flour compartment with coated red oxide primer & well finished enamel spray paint and with main gate locking mechanism with a duplicate key. 22 G approx weight 36 Kg	1			

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry documentand confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

Authorized signatory of the bidder with seal.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature & Seal of the Tenderer

**Annexure IV**

**Undertaking**

(Duly notarized Rs. 100/- Non – Judicial Stamp paper)

To,

The principal cum Chief Superintendent,  
Diphu Medical College & Hospital,  
Diphu

Sir,

I/We do hereby solemnly declare and undertake that:

1. The terms & conditions of the tender is acceptable in complete. If any information in the tender submitted by me is found incorrect/false, at any time, the tender/ contract is liable to be rejected.
2. The firm is in this business since last three years.  
The items quoted by me/us have not been and are not being supplied to any other Govt. organization /institution in NCR region at rates lower than those quoted here and the rates quoted in this tender are not more than M.R.P. of the items.
4. The items quoted are of standard quality and workmanship
5. The firm is not black listed in any Govt. org./institution.
6. I/We give the rights to the DMCH authority to forfeit the performance security deposited by me/us if any delay/failure occurs on my/our part to supply the items within the prescribed time or the items of desired quality.

For and on behalf of the firm(Firms Name& Address)

(Signature of Authorized Signatory)

Name :

Designation: Seal:

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To,

The Principal cum Chief Superintendent,  
Diphu Medical College & Hospital, Diphu

WHEREAS \_\_\_\_\_(Name and address of the supplier), hereinafter called the “supplier”, has undertaken for supply of Stationery items (herein after 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 scheduled commercial bank recognized by you for the sum specified therein as security for compliance with 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 Rs..... (Rs ..... only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under control and without CAVIL or argument, any sum or sums within the limits of 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 up to 24 (Twenty Four) months from the date of notification of award i.e. up to\_(indicate date).

.....(Signature with date of the authorized officer of the bank) ..... (Name & designation of officer.....(Seal, name &address of the bank and address of the branch)



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