



TENDER DOCUMENT

NAME OF WORK: Supply of various Hospital Linen [Reusable OT Gown, O.T dress, Patient's pyjama/shirt, Disposable/washable gown, Lead apron, Lead barrier etc.] for Diphu Medical College & Hospital, Diphu

TENDER NO.: SMED/DMCH/NIQ/0140/2023/006 Dated:-01/04/2023

Last date of Submission :24/04/2023
Date of Opening :24/04/2023

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

TENDERNO.: SMED/DMCH/NIQ/0140/2023/006 Dated:-01/04/2023

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

Sl. No	Item	Specification/Details
01	Name of the work	Supply of various Hospital Linen [Reusable OT Gown, O.T dress, Patient's pyjama/shirt, Disposable/washable gown, Lead apron, Lead barrier etc.] for Diphu Medical College & Hospital, Diphu
02	Tender no/NIT no	SMED/DMCH/NIQ/0140/2023/006 Dated:-01/04/2023
03	Issue of Tender	Tender documents can be download from our website www.dmcassam.in
04	Tender cost and processing Fees	Rs. 2000/= (Rs. Two thousand only)
05	Duration of execution of contract	30 Days
06	Earnest Money Deposit	Rs. 10,000/- (Ten Thousand) only
07	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.
08	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">• Drop box is placed in Diphu Medical College & Hospital, Diphu (see below for detail)• Address for postal submission: Principal cum Chief Superintendent, Diphu Medical College & Hospital, Baghmari, Diphu-782460, Assam (Clearly superscribing the name of the work) <u>Email and a working Mobile number of the bidder must be mentioned in the back of the envelop</u>
09	Scope of Work	Supply of various Hospital Linen
10	Last date of tender submission	24/04/2023 (Till 1.00 PM)
11	Date & Time of opening of Tender	24/04/2023 at 2:30 PM (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)
13	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 the goods 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 product.**
17. Supply orders may be issued to the winning bidder/bidders (within the validity period of quoted price).
18. 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.
19. The bidder should be able to give physical demonstration before the purchase committee or any empowered committee if asked for.
20. Any corrigendum related to this tender kindly to be seen at the official website of the college.\
21. Authority reserves the right for any modification in the bid documents if required 7 days before the tender submission of last date
22. 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.
23. Supply order may be issued to the winning bidder or bidders for one time full list of goods or part depending on schedule of installment from funding agency.
24. Payment is to be made on received of the consignment with satisfactory certification by the concerned

- department HOD on the availability of the fund. No any interest is to be paid for late payment, if any.
25. Tenderers must sign all the documents with official seal/proprietary seal without fail.
 26. 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**



GOVERNMENT OF ASSAM
OFFICE OF THE PRINCIPAL-CUM-CHIEF SUPERINTENDENT
DIPHU MEDICAL COLLEGE & HOSPITAL

(Under Society for Medical Education, Diphu)
Tele No:-0361-299916, e-mail : principaldiphu@gmail.com

No. SMED/DMCH/NIQ/140/2023/006

Date : 01/04/2023

NOTICE INVITATION FOR TENDER

Sealed Tenders (Two Bid system comprising of Technical Bid and Financial Bid) affixing court fee of **Rs. 8.25 (Rupees eight & twenty five paisa)** only are invited from the intending suppliers/manufacturer/firm for “**Supply of various Hospital Linen [Reusable OT Gown, O.T dress, Patient’s pyjama/shirt, Disposable/washable gown, Lead apron, Lead barrier etc.] for Diphu Medical College & Hospital, Diphu**”. The bidders are requested to submit the tender in separate sheet with seal and signature. The tender documents along with the specification may be downloaded from the office website of DMC&H (www.dmcassam.in) and deposit the payment of Rs. 2000/- as tender fee (non-refundable) and EMD of Rs. 10,000/- in the form of demand draft in favour of Principal-cum-Chief Superintendent, Diphu Medical College & Hospital, Diphu along with the tender documents submit on or before 24/04/2023, 1.00 P.M. The tender will be opened on same date at 2.30 P.M. in the presence of tenderer or their authorized representatives. The tender are to be submitted to the office of the Principal cum Chief Superintendent, Diphu Medical College & Hospital, Diphu on all the working days during office hours.

Sd/-

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

No. SMED/DMCH/NIQ/140/2023/007-014

Date : 01/04/2023

Copy to: -

1. The Director of Medical Education, Assam, Sixmile, Khanapara, Guwahati-22.
2. The DIPRO, Assam. He is requested to publish this tender notice atleast two of the leading newspaper of Assam.
3. The Superintendent, DMC&H, Diphu.
4. The F.A, DMC&H, Diphu.
5. The Dy. Superintendent, DMC&H, Diphu.
6. The Addl. Superintendent, DMC&H, Diphu.
7. Notice Board, DM&CH, Diphu.
8. Office copy.

Sd/-

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

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SCHEDULE-1

TERMS AND CONDITIONS:

1. This Invitation For Bids (National Competitive Bidding) is open to all eligible manufacturer, Supplier and/or their accredited dealers
2. Bid must reach the office of the “Principal cum Chief Superintendent, DMCH, Baghmari, Diphu, Assam-782460 as in the date and time as stipulated in the tender. A late Bid will not be accepted under any circumstances and for reasons what so ever.
3. All Bids duly sealed must be addressed to the “Principal cum Chief Superintendent, DMCH, Baghmari, Diphu, Assam-782460 and Tender No. with Name of the Deptt. should be **super scribed prominently** in the covering envelope along with full name and address of the Bidder.
4. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Governor of Assam, herein after referred to as “the Purchaser” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
5. It is the responsibility of the Bidder to ensure that their Bid documents are dropped in the Tender Box in the office of the “Principal cum Chief Superintendent, DMCH, Baghmari, Diphu, Assam-782460 within the stipulated date and time as mentioned in the tender. In case the bid documents are sent by post or by courier, the time and date of depositing the bid documents at the office of the DMCH Diphu shall have to be countersigned by a responsible officer of this Principal office. The DMCH Diphu, 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) **Financial bids** showing only item wise prices (without tax and including all taxes) 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 qualified for opening of their financial bids.
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. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. **Bid from accredited dealers without proper authorization from the manufacturers shall be treated as non-responsive and shall be rejected.**
16. 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.
17. The contract should be completed within 21 days from the issue of formal supply order to the L1 bidder. Bidder shall have sufficient / availability stock of at least 300 pieces to complete the supply order within 21 days in a single shipment.
18. **The bidder must furnish EMD (bid security) as per the schedule of requirement unless otherwise exempted under Govt. Orders/Rules in force.**
19. **The EMD (bid security) shall be denominated in Indian Rupees and shall be in one of the following forms:**

- a) Post Office Cash Certificates, National Savings Certificates (Certificates which are not held in the name of the bidder shall not be accepted).
 - b) Post Office Savings Bank Pass Book
 - c) Deposit Receipts or Bank Guarantees (in the prescribed pro forma given at **Annexure-XI** issued by any of the scheduled banks).
20. Any bid from a bidder who fails to furnish EMD (furnish a notarized copy of the registration certificate for the item quoted), not secured in accordance with clause 19 and 20 will be summarily rejected by the purchaser, as non-responsive.
21. Unsuccessful bidder's EMD (bid security) will be discharged / returned as promptly as possible. 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.
22. 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.
- 23. The prices must be quoted in Indian Rupees. 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 proposes to supply under the contract.**
24. 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.
25. The Purchaser's evaluation of a bid will include and take into account:
Excise duty, sales tax and other similar taxes and duties, which will be inclusive in the price quoted by bidders.
26. 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 of the Hospital Linen & Liveries offered.
27. Pursuant to clause 27, following evaluation methods will be followed:
- a) **Inland transportation, insurance and incidentals:**
Bidder shall quote base price inclusive of inland transportation, insurance and other incidentals for delivery of goods to the site.
 - b) **Applicable Taxes:**
Bidder shall quote in the price schedule (in the appropriate column) for all applicable taxes payable to the Govt. for delivery of goods to the site.

28. **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.
29. **Notification of award:** 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 (to be confirmed in writing by registered letter), that its bid has been accepted. The notification of award will constitute the formation of the contract.
30. **Signing of contract:** 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**)
31. **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 the entire period of warranty.
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 encased & the amount forfeited.
32. **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.**
33. 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.
34. **The Performance Security** shall be denominated in the Indian Rupees and shall be in one of the following forms:
- a) Post Office Cash Certificates, National Savings Certificates (Certificates which are not held in the name of the bidder shall not be accepted),
 - b) Post Office Saving Bank Pass Book and
 - c) Deposit Receipts or Bank Guarantees (in the prescribed pro forma given at **Annexure-XII** issued by any of the scheduled banks).
35. **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.
36. 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.

37. Nothing in clause 36 shall in any way release the supplier from any warranty or other obligations under the contract.

38. Qualification Criteria:

Sl	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a intending manufacturer, Supplier/Accredited Dealers.	Certified copy of the Certificates of incorporations for companies/ Authorization Certificate from the Manufacturer.
2	Project Experience & Performance	The Bidders should have 3 years of experience of supplying of similar Hospital Linen & Liveries in Govt. Hospitals worth Rs. 10.0 Lakhs or more.	Work Order with Work Completion Certificates from the client. In support of this, the bidder shall furnish Performance statement in the enclosed Annexure-I.

Note :: 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.

39. Warranty:

- i. The supplier warrants that the goods 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 insofar 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 should be as per the period mentioned in the Technical Specification.**
- 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 there after.
- v. The warranty for defective parts will begin from the date of replacement. Supplier will pay customs duty and all expenses up to the destination for the replaced part.

40. Reasonability of rates/ firm price:

- i. 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.
- ii. 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.
- iii. No bidder will be allowed at any time on any ground whatsoever, to claim revision of rates 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.

41. 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.

42. 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'.

43. Definition of Technical Specification: For purposes of the commentary to be furnished to clause 42 (iii) above, the bidder shall note that standards of workmanship and material and references to brand names or catalogue numbers designated by the purchaser in its 'Technical Specifications' are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the 'Technical Specifications'.

44. 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.

45. 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.

46. 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.

47. Fraud & Corruption:

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

- a) "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of any thing of value to influence the action of an official in the procurement process or in contract execution.
- b) "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.
- c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- d) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

In the bid document itself, an undertaking has to be furnished in the format at **Annexure-VII**.

48. 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.

49. 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 Health & F.W. Department, Govt. of Assam.

50. 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.

51. 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.

52. Payment Terms:

1. **Source of Fund:** HUF, DMC&H, Diphu.
2. **Procedure for payment:** The paying authority on production of the following documents shall make 100% Payment.
 - a. Invoice in triplicate are to be submitted to the paying authority along with the other documents after completion of the supply.
 - b. Stock Entry Certificate is to be obtained in the body of the Invoice in triplicate.
 - c. The original Challan Copy.
 - d. Test certificates.
 - e. Warranty certificates.

53. The bidder must submit the following documents along with the others as mentioned above in the Technical Bid with their tender:

- i. Up to date valid GST clearance certificate.
- ii. Up to date valid trade license from the competent authority.
- iii. PAN.
- iv. Literature/catalogue/leaflet in support of the tendered item.
- v. Up to date dealer/ distributor/supplier certificate from authorized manufacturer.
- vi. 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 last 3 years. (**Annexure V**)
- vii. **Last 3(three) years average annual Turn Over of Rs.20 Lakh or above.** Statement for the last 3 financial years i.e. 2019-2020, 2020-2021, and 2021-2022 in the specified format (**Annexure VI**) certified by the Chartered Accountant. Bidders has to be submitted statement of account, profit and loss or the year 2019-2020, 2020-2021, and 2021- 2022, shall also be submitted.
- viii. Undertaking in the form at **Annexure-VII** confirming acceptance of all terms and conditions of the tender
- ix. An undertaking on fraud and corruption as per **Annexure-VIII**

- x. Manufacturer Authorization letter as per the format enclosed at **Annexure-IX**.
- xi. The bidders shall duly fill in the agreed terms and conditions as per **Annexure X**.
- xii. Experience Details along with work/supply completion certificate from the competent authority.
- xiii. Non blacklisted affidavit in 100 Rs court stamp paper.

Note :: The forms provided shall not be altered while submitted.
(No clause shall be omitted or added)

54. 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. 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.
- e. **The Bidder will have to provide samples with demonstration of the quoted items if required.**

55. Warranty:

- a) The warranty charges shall not be allowed.

**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

Bank manager

Address of the Bank

Address of the Purchaser/Paying authority:

Principal cum Chief Superintendent,
DMCH, Baghmari, Diphu, Assam,
782460.

Consignee:

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

Delivery/Installation site: Diphu Medical College & Hospital, Diphu

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

SCHEDULE-2
SCHEDULE OF REQUIREMENT

PART-I

Name of Item	Tender Fee	EMD (Bid Security)
Supply of various Hospital Linen & Liveries for Diphu Medical College & Hospital, Diphu	Rs.2,000/-	Rs. 10,000/-

Note:

1. Bidder must affixed court fee stamp (**I.P.O in case of Bidders outside the State of Assam**) of Rs.8.25 (Rupees eight and paise twenty five only) on the Technical Bid (Original Copy).
2. All the materials should be well packed to avoid any breakage during transit.
3. **Bidders shall submit their bids in two parts.**
4. Bid security (EMD) to be furnished in favour of Principal cum Chief Superintendent, DMCH, Baghmari, Diphu, Assam-782460, Bidders shall submit their Performance statement as per Performa along with certificate from the users and copy of the orders for the Hospital Linen quoted.
5. **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. 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 Hospital Linen & Liveries has to be delivered at the site of the following Institutions:

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

Delivery/Installation site: Diphu Medical College & Hospital, Diphu.

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

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

SCHEDULE-3

SPECIFICATION FOR HOSPITAL LINEN

Sl. No.	Name of the Item with Specification	Packing /Unit	Unit required
1	Disposable Gown for CS OT size:- S, M, L, XL, XXL, XXXL	1 Each	
2	Unisex Lead apron for Radiology Core of the apron must be composed of 100% lead vinyl, which must be offered the highest level of protection, with a lead-equivalency of 0.35mm. It should be PU Coated with outer fabric is antimicrobial, anti-odor and durable. It prevent growth of bacteria and fungus, it eliminate odor in a natural way and durable to the whole life of x-ray protection apron	1 Each	
3	Lead barrier for Radiology material:- steel thickness:- minimum 5 mm size:- 6ft X 3ft	1 Each	
4	Scrub suit for Surgeons Colour:- Green Size: M, L, XL, XXL Material: Semi synthetic. Threat count- 300-400	1 Each	
5	Scrub suit for nurses colour:- Pink, Material: Semi synthetic Size: M, L, XL, XXL Threat count- 300-400	1 Each	
6	Scrub suit for technician colour:- Purple/white, Material: Semi synthetic Size: M, L, XL, XXL Threat count- 300-400	1 Each	
7	Scrub suit for Grade-IV colour:-Maroon, Material: Semi synthetic Size: M, L, XL, XXL Threat count- 300-400	1 Each	
8	Gown for attendants, colour:- Blue and white checkered Material: Cotton Size: free size	1 Each	
9	Gown for patients, colour:- Blue and white checkered Material: Cotton, Size: free size	1 Each	
10	Reusable OT gown upto cuff length Colour:- Green Size: free size Material: Cotton	1 Each	
11	Blue non woven OT Draw sheet	1 piece	
12	Abdominal sheet for CS OT of standard size material:- cotton	1 piece	
13	Trolley covering sheet colour:- blue material:-cotton size:- 160 cm X120 cm	1 piece	
14	Spinal sheet colour:- blue material:-cotton	1 piece	
15	OT table sheet waterproof material:- Rubber	1 piece	
16	Pateint's leggings(for Vaginal hysterectomy) material:- cotton	1 piece	
17	Bed sheet colour:- green material:- cotton	1 piece	

SCHEDULE-4

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/bidder:

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/services	Value Of Order * (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)
				As per contract	Actual		

Signature and seal of the bidder

* Value including all taxes.

Annexure-II

BID FORM AND PRICE SCHEDULES

Tender No.

Date

To

The Principal cum Chief Superintendent,
DMCH, Baghmari, Diphu, Assam-782460,

Sir/Madam,

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 5 (Five) 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 upon 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 rate or any bid you may receive.

Dated this.....day of

Signature
(In the capacity of)

Duly authorized to sign tender for and on behalf of

Annexure-III

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

Sl. No.	Item Description	Country of Origin	Quantity	Base Price per unit (inclusive of inland transportation, insurance and other incidentals) (in Rs)	Taxes (including all taxes) (in Rs)	Total Price (in Rs)
1	2	3	4	5		6

Total bid price in Rupees:

In words:

Signature of bidder

Date:

Name

Place:

Business Address

NOTE:

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

Annexure – V

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 In case of bidder is from outside of Assam, address of the bidder relating to office / outlet in Assam:
Name of the Agency :

Full Postal Address :

Phone / Fax / E-mail :
- 11 Detail of After Sales Service facilities available locally :
Name of the Agency :

Full Postal Address :

Phone / Fax / E-mail :
- 12 Name of person responsible for 10 above

Sl. No. Name Designation Age

Residential Address

- 13 Has the bidder ever been black listed by any govt. agency? If yes, give details
- 14 Has any cases pending in the court related to any supplies? If yes, give details
- 15 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

Name of the bidder

Address

ANNEXURE-VI

ANNUAL TURN OVER STATEMENT

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

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

Date:
Seal:

Signature of Auditor/ Chartered Accountant
(Name in Capital)

Annexure-VII

UNDERTAKING

To

The Principal cum Chief Superintendent,
DMCH, Baghmari, Diphu, Assam-782460,

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 Goods. The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the **MRP/ prevailing market rate**.
3. The articles shall be supplied strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of The Principal cum Chief Superintendent, DMC&H, Diphu, Assam as regards to the quality and specification of article shall be final and binding on me/us.
4. I/We undertake and confirm that the Goods shall be covered by our standard warranty as shown in the requirement. In case of any defect reported, the defective part shall be replaced immediately.

5. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by purchaser.
6. I/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.
7. I/We hereby undertake to supply the items during the validity period of the tender and as per the direction given in supply order within the stipulated period.
8. I/We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
9. I/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-VIII

**UNDERTAKING
ON
FRAUD AND CORRUPTION**

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

Sd/-
Signature of proprietor/Partner/Director

Designation:

Seal:

Annexure-IX

MANUFACTURERS' AUTHORISATION FORM

To,
Principal cum Chief Superintendent,
DMCH, Baghmari, Diphu, Assam-782460

Dear Sir,

TENDER No. _____

We, who are established and reputable manufacturers of, having factories atand....., 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.

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

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

We hereby Certify that the goods do not contain any recycled or reconditioned parts or components. **Process for Prosecution or legal proceedings would be initiated for non-compliance of the same.**

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

Our other responsibilities include:

- (i).....
 - (ii).....
- (here specify in detail manufacturer's responsibilities)

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

- (i).....
 - (ii).....
- (here specify the services to be rendered by the agent).

Yours faithfully,
(name)
(Authorized signatory)

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

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-X

AGREED TERMS & CONDITIONS

TENDER No. _____

A. Details of Bidder

Bidder	
Offer Ref	
Contact Person:	
Telephone No.	
Fax No.	
E-mail:	
Signature:	

B. Definitions

1. "Purchaser" means Principal cum Chief Superintendent, DMCH, Baghmari, Diphu, Assam-782460, or his 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 Medical Colleges i.e Diphu Medical College & Hospital, Baghmari, Diphu, Assam-782460.

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	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation/ furnished separately)
C. Technical		
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 Goods 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.	
D. Commercial		
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 Goods 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 the supplier.	
6.	If 5 above is not acceptable, advise maximum possible rate of applicable Duty chargeable, which shall be loaded to your 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 Goods 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, contract 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/ rate contract period .	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than quoted / agreed prices to any Govt. or Public Medical Institution. b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriated discount (Copy of Price list to be enclosed).	
14.	a) Confirm that all inspection & testing charges including 3 rd party inspection (if required) included in the price. b) Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the purchaser along with the Goods.	
15.	Packing / forwarding, transportation, loading/ unloading and insurance bidder's/supplier's responsibility. However, to protect the Goods from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing & lifting arrangement. PI confirms compliance.	
16.	The material / Goods shall be guaranteed	

	against any and all defects in design, workmanship, material & performance for a period shown in the Technical specification, from the date of commissioning and handing over to the purchaser. 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.	
17.	Confirm that Performance Bank Guarantee shall be furnished for 10% of the total order value valid till guarantee period of the goods.	
18.	Confirm acceptance of Part order.	
20.	Confirm acceptance of Repeat order within rate contract period at same price and terms & conditions.	
21.	It is to be noted that the purchaser would disown any responsibility / liability toward irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
22.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Condition indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
23.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, during execution of the order, without resorting to any fraud, corruption and/or coercion.	
24.	Confirm that the offer shall be valid for a period of 365 days from the date of issue of valid approved rate list by the Principal cum Chief Superintendent, Diphu, Assam.	

Annexure-XI

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 weofhaving registered office at
(hereinafter called “the bank”) are bound up to the Principal of DMC&H, Diphu (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..... , 2012 .

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 bank

Seal

Date.....

Place.....

Witness.....

.....

(signature, name and address)

Annexure-XII

PERFORMANCE SECURITY FORM (BANK GUARANTEE)

To

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

Whereas.....
(name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in
pursuance of contract No.....dated 2013 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-XIII

CONTRACT FORM

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

This agreement made theday of..... 2013 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:

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

Total value:

Delivery schedule:

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

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

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