



GOVERNMENT OF ASSAM  
ASSAM HEALTH INFRASTRUCTURE DEVELOPMENT AND MANAGEMENT SOCIETY  
4<sup>th</sup> Floor, Nayantara Supermarket, Sixmile, Guwahati-781022

---

Tender Ref No. AHIDMS/PMU/PoS/16/2024/52

Dated:22.07.2024

**TENDER FOR SUPPLY OF OFFICE STATIONERY**  
**(NATIONAL COMPETITIVE BIDDING)**

Assam Health Infrastructure Development &  
Management Society

Dept. of Medical Education & Research, Govt. of Assam  
4th floor, Nayantara, Supermarket Complex, Six Mile,  
Khanapara, Guwahati, Assam, India-781006, Phone:03613501033.  
Email:pmu.ahidms@gmail.com  
Website : <https://ahidms.assam.gov.in>

---

## NOTICE INVITING TENDER (NIT)

Tender Ref No. AHIDMS/PMU/PoS/16/2024/52

Dated:22.07.2024

Bids are invited from eligible parties to participate in this online tender following two cover system of bidding (i.e., submission of technical, and financial bid separately) for supply of various office stationery for AHIDM Society.

The datasheet of the tender is given as below:

Sl. No.	Particulars	Date and Time	
1.	Date and Time of release of Bid in the e-Procurement portal	Date: 22.07.2024 Time: 5 PM Portal: <a href="http://assamtenders.gov.in">http://assamtenders.gov.in</a>	
2.	Date and Time of Pre-bid meeting	Time: 3:00 PM Date: 30.07.2024 Venue: Office of AHIDM Society.	
3.	Due date and time for submission of Pre-bid meeting queries in writing in the e-Procurement Portal and Email	Date: 29.07.2024 Time: 4.00 PM Portal: <a href="http://assamtenders.gov.in">http://assamtenders.gov.in</a> Email: <a href="mailto:pmu.ahidms@gmail.com">pmu.ahidms@gmail.com</a>	
4.	Date and Time of online bid submission	Start Date & Time	End Date & Time
		12.08.2024, 3 PM	19.08.2024, 3 PM
5.	Submission of key-documents in originals.	Date:19.08.2024 Time: 2.50 PM (Prior to due date for online submission)	
6.	Technical Bid Opening (online)	19.08.2024, 4 PM	
7.	Sample Verification  (As required by the Tender Inviting Entity for selected cases)	To be informed to those bidders whose bids are found to be technically responsive based on documents furnished in technical bid.	
8	Date of opening of Financial Bid (Online)	To be informed to the qualified bidders	
9	Tender Processing Fee	Rs.1000.00	

10	EMD/Bid Security	Refer Clause 1.5
11	Period of Rate Contract	1 year
12	Bid Validity	Minimum 180 days from the due date of submission of bid.
<del>13</del>	Validity of Bid Security/EMD (if not paid online)	INR 5000.00

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

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

<b>1<sup>st</sup> Appellate Authority</b>	<b>2<sup>nd</sup> Appellate Authority</b>
Mr.Monuj Kumar Pegu, Project Manager, AHSS Project, AHIDM Society ,4th floor, Nayantara Supermarket Complex, Six Mile, Khanapara, Guwahati, Assam, India-781006 Phone:03613501033	Mr.Biswadeep Das, Sr. Project Manager, ASSIST Project, AHIDM Society ,4th floor, Nayantara Supermarket Complex, Six Mile, Khanapara, Guwahati, Assam, India-781006 Phone:03613501033781006. Phone:03613501033

Signature of the Authority

Dr. Siddharth Singh, IAS  
The Project Director  
Assam Health Infrastructure Development & Management Society  
Dept. of Medical Education & Research, Govt. of Assam  
4th floor, Nayantara Supermarket Complex, Six Mile, Khanapara,  
Guwahati, Assam, India-781006

## Table of Contents

SECTION-I	5
1. Instruction to the Bidder	5
1.1 About the Bid	5
1.2. Key Instructions	5
1.3. Eligibility Criteria for the Bidder	6
1.4. Bid Validity Period	6
1.5. Bid Security	6
1.6. Preparation and Submission of Technical Bid	8
1.7. Submission of Price Bid	9
1.8. Sample Submission	10
SECTION-II	11
2. Detail description and specification of the items:	11
2.1 Description of items to be procured:	11
2.2. Technical and other Specification	14
SECTION-III	17
3. Bid Evaluation, Selection and Award of Contract	17
3.1. Technical Evaluation	17
3.2. Financial Bid Evaluation	18
3.3. Award of Contract	18
3.4. Performance Security	19
SECTION-IV	20
4. Conditions of the Contract	20
4.1. Validity of Contracted Price	20
4.2. Terms of Delivery	20
4.3. Warranty Obligations	21
4.4. Local Conditions	22
4.5. Packaging	22
4.6. Payment Terms	22
4.7 Non-Conformance and Penalties	22
4.8. Force Majeure	23
4.10 Arbitration	24
4.11. Saving Clause	24
4.12. Laws Governing the Contract and Jurisdiction	24
ANNEXURES	25
(FORMS & FORMATS)	25
Annexure- IA: Declaration by the Bidder	26
Annexure-IB: Profile of the Bidder	28
Annexure-IC: Format for Power of Attorney	29
Annexure-ID: Bank Guarantee Format for Bid Security	30
Annexure -II: Format for Manufacturer's Authorisation Letter	32
Annexure-III: Turnover Certificate	34
Annexure-IV: Details of Items Quoted	36
Annexure-V: Check List	37
Annexure-VI: Financial (Price) Bid Format (for Reference only)	38
Annexure-VII: Rate Contract Format	39
Annexure-VIII: Letter of Acceptance	42
Annexure-IX: Bank Guarantee Format for Performance Security	0

---

## SECTION-I

### **1. Instruction to the Bidder**

#### **1.1 About the Bid**

- 1.1.1. The eligible parties have to submit online bids (both Technical Bid and Financial Bid) in response to this NIT following two envelop system of bidding within due date and time, to participate in the selection process for Supply of various on a rate contract basis for a period of 1 years.
- 1.1.2. Both the technical and financial bids should be submitted on-line in the e-Procurement Portal i.e., <http://assamtenders.gov.in> on or before the due date time.
- 1.1.3 In addition the bidder shall also submit the “**Key Documents**” in hardcopies within the timeline as specified in NIT. The Key Documents shall include:
- a) EMD document ( if not paid online.)
  - b) Manufacturers Authorization Letter. If asked for
  - c) Power of Attorney for the authorised signatory
  - d) Other requisite documents as mentioned in the RFB

#### **1.2. Key Instructions**

- 1.2.1. The bidder shall quote price in Indian Rupees only.
- 1.2.2 Delivery of the ordered items shall be affected at the locations to be specified in the Purchase Order. Price shall be all inclusive up to the point of delivery i.e., F.O.R destination.
- 1.2.3. Arrangement of Road Permits for dispatch of consignments shall be the responsibility of the Supplier(s).
- 1.2.4. There is no guarantee on the quantity (as estimated) of the tendered item to be procured by the Purchaser (Authority) during the currency of the contract, arising out of this tender. The Purchase order shall be placed by the Buyer as per the actual requirement.
- 1.2.5. Any amendment or clarifications, arising out pre-bid meeting or otherwise, shall be uploaded on the e-Procurement portal i.e., <http://assamtenders.gov.in>. No public or separate communication shall be sent to prospective bidders in this regard.
-

- 1.2.6. The Bidder must pay non-refundable Processing Fee of Rs 1000 using the online payment facility available in the e-Procurement Portal. The bidder may also choose to pay EMD using the online payment facility available in the e-Procurement Portal.
- 1.2.7. Bidder must fulfill eligibility criteria given in **Para 1.3** to participate in this tender. Non-conformity or fulfillment of any one of the eligible criteria shall disqualify the bidder summarily. So, bidders are requested to ensure their eligibility before participating in the bid.
- 1.2.8. Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity, shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

### **1.3. Eligibility Criteria for the Bidder**

- 1.3.1. The Bidder should be a single entity having trade license in Guwahati, Assam.
- 1.3.2. The Bidder should have a minimum average annual turnover of Rs 5.00 Lakhs (Rupees five Lakhs only) in past 3 financial years (i.e., 2020-21,21-22, 22-23) from similar business. The bidder has to submit “**Turnover Certificate**” issued by the Auditor/Chartered Accountant in the format given in **Annexure-III**.
- 1.3.3. The Manufacturer and the products should have valid Quality Certificates (wherever required) as specified in **Section-II**.
- 1.3.3. The Bidder should not have been blacklisted or debarred from participating in the bidding process by any government (State/Central) agencies/bodies, PSUs, or Urban Local Bodies, and which is time being in force.

### **1.4. Bid Validity Period**

- 1.4.1. The bid shall remain valid for a minimum period of 180 days from the date of opening of the Technical Bid (as per NIT), any bid with a shorter bid validity shall be liable for rejection. The Buyer may, if required, seek an extension of the bid validity period with the consent of the bidders.

### **1.5. Bid Security**

- 1.5.1. The Bidder is required to submit Bid Security for the item it intends to participate along with the technical bid failing which the Bid shall be liable for disqualification:
- 1.5.2. The Bidder can choose to participate in one or more items of its choice.
-

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

- (a) Using online EMD payment facility available in the e-Procurement portal.
- (b) Fixed Deposit/Time Deposit certificate issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable provided it is pledged in favour of Assam Health Infrastructure Development and Management Society (AHIDMS) (Implementing agency) and such pledging has been noted and suitably endorsed by the bank issuing the certificate.

**In case bidder(s) opt to submit bid security in the form of Fixed Deposit/Time Deposit certificate, please comply the following instructions :**

- a. Bidder has to submit the ORIGINAL Fixed Deposit/Time Deposit certificate before the bid submission end date & time, failing to which bid of the bidder shall be rejected outrightly and bid shall not be opened.
- b. Only to accommodate the submission of Fixed Deposit/Time Deposit certificate, Option of "BID SECURITY/EMD EXEMPTION" provision is enabled in the e-procurement portal. Bidder has to select/click the 100% exemption option to proceed further for submission of bid. The scanned copy Fixed Deposit/Time Deposit certificate needs to be submitted under Technical Folder along with other qualification documents.
- c. Bidder to note that there is otherwise no BID SECURITY/EMD EXEMPTION for any bidder whatsoever. This option is only enabled to submit Fixed Deposit/Time Deposit certificate as bid security. Bidder who does not submit the ORIGINAL Fixed Deposit/Time Deposit certificate before the bid submission end date & time, bid of the bidder shall be rejected outrightly even if scanned copy of Fixed Deposit/Time Deposit certificate submitted under Technical Folder along with other qualification documents

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

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

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

---

## 1.6. Preparation and Submission of Technical Bid

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

1.6.2. **Processing Fee:** The non-refundable Processing Fee of Rs. 1000.00 should be paid online using the payment facility available in e-Procurement portal. Non-payment of processing fee shall render the bid liable for cancellation.

1.6.3. **Constitution of the Bidder:** Along with the Technical bid the bidder shall also furnish documentary evidence regarding constitution of the bidder such as Memorandum and Articles of Association, Certificate of incorporation, byelaws, trade license etc.

1.6.4. Details of the Bidder: (a) Name, Address, Telephone Number, and designation of the Contact Person of the Bidder (b), E-mail Address for communication (c) Name, contact number of the Managing Director/Partner or CEO. Format for Bidder’s Profile is given in **Annexure-IB**.

1.6.5. **IEC Certificate of Bidder:** Attested copy of IEC Certificate, if the products are imported.

1.6.6. **Power of Attorney for Signatory:** Instruments such as Power of Attorney (notarised) and /or Board Resolution authorizing a director or any key official of the Bidder to sign the bid on its behalf be enclosed along with the technical bid. Format for the Power of Attorney is given in **Annexure-IC**.

1.6.7. **Undertaking of Bidder:** Undertaking in the format at **Annexure-IA**

1.6.8. **Manufacturer’s Authorization Letter:** Authorization letters from the manufacturer of the quoted product in the format at **Annexure-II** must be submitted. Bids without authorization letters (wherever sought for) will be disqualified.

1.6.9. **Annual Turnover Certificate of the Bidder:** The average annual turnover certificate issued by the Auditor/Chartered Accountant should be submitted in the format enclosed as **Annexure-III** by the bidder. Certificate of Auditor/Chartered Accountant must be accompanied by attested copies of audited “Statement of Accountants” of last three financial years (i.e., 2020-21, 21-22, 22-23).

1.6.10. **Quality Certificates:** Manufacturer whose products have been quoted should have valid Quality Certificates as specified in **Section-II**.

---



1.6.11 **GST Registration Certificate & PAN:** Copy GST registration Certificate and Income Tax PAN.

1.6.13. **List of Items Quoted:** The List of items quoted shall be furnished as per **Annexure-IV**. The list shall specifically indicate manufacturer's name along with warranty period offered for each item.

1.6.14. **Signature with Seal:** Original Tender document should be duly stamped and signed in each page by the authorized person before scanning and submitting the same online along with the technical bid.

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

1.6.16. Submission of hardcopies of the "**Key Documents**" (i.e., **Cover A**): The "Key Documents" as mentioned under Para 1.1.3 should be sealed in a separate cover super scribed as "KEY DOCUMENTS", COVER "A" (TENDER FOR SUPPLY OF **OFFICE STATIONERY** DUE ON 19.08.2024 at 3 PM and addressed to:

Assam Health Infrastructure Development & Management Society,  
Dept. of Medical Education & Research, Govt. of Assam  
4th floor, Nayantara Supermarket Complex, Six Mile, Khanapara,  
Guwahati, Assam, India-781006

## 1.7. Submission of Price Bid

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

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

---

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

## **1.8. Sample Submission**

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

1.8.2. If the offered item fails in the accuracy and precision test carried out by the technical committee, consisting of team of experts (duly appointed by the TIA), then the bidder shall not qualify for price bid opening and shall be rejected at that stage without further consideration.

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

---

## SECTION-II

### 2. Detail description and specification of the items:

#### 2.1 Description of items to be procured:

SI No	Description of Work/ Item(s)	Unit	Estimated Quantity	Warranty Period	Manufacturer Authorisation
1	Azurlaid Paper (Notesheet) (80 GSM)	Rim	10	Not require	Not require
2	Alpin (100 pin)	Pkt.	5	Not require	Not require
3	Photostat Paper FS 75 GSM	Pkt.	150	Not require	Not require
4	Photostat Paper A4 75 GSM	Pkt.	200	Not require	Not require
5	Photostat Paper A3 75 GSM	Pkt.	2	Not require	Not require
6	Photo Paper 50 sheets Glossy (180 GSM)	Pkt.	2	Not require	Not require
7	File Cover with Board (Customized)	Pcs.	500	Not require	Not require
8	Punching Machine (Two Hole) (Small Size)	Pcs.	25	Not require	Not require
9	A-4 Size Envelope (Laminated)	Pcs.	200	Not require	Not require
10	Legal Envelope	Pcs.	200	Not require	Not require
11	Letter Envelope	Pcs.	200	Not require	Not require
12	Stamp Pad (Best Quality) (Violet)	Pcs.	10	Not require	Not require
13	Cover File	Pcs.	50	Not require	Not require
14	Stamp Pad Ink (Violet)	Pcs.	5	Not require	Not require
15	Pencil (HB )	Pkt.	12	Not require	Not require
16	Tag cotton	Box.	15	Not require	Not require
17	Glue Stick (15gm) (Best Quality)	Pcs.	48	Not require	Not require
18	Measurment Tape Steel (5 mtr.)	Pcs.	3	Not require	Not require
19	Measurment Tape Steel (30 mtr.) (Best Quality)	Pcs.	1	Not require	Not require
20	Scissor (6" x 3 ½")	Pcs.	15	Not require	Not require
21	Gems Clip (Plastic)	Pkt.	20	Not require	Not require
22	Binder Clip (25MM)	Pkt.	20	Not require	Not require
23	Binder Clip (32MM)	Pkt.	20	Not require	Not require
24	Paper Weight (Glass decorated)	Pcs.	20	Not require	Not require
25	Paka Binding Register- Best qlty. No.8 (200 pages)	Pcs.	12	Not require	Not require
26	Paka Binding Register- Best qlty. No.12 (300 pages)	Pcs.	12	Not require	Not require
27	Paka Binding Register- Best qlty. No.16 (400 pages)	Pcs.	10	Not require	Not require

28	Plastic Scale (12")	Pcs.	20	Not require	Not require
29	Staple Machine (24/6)	Pcs.	15	Not require	Not require
30	Staple machine No.10	Pcs.	15	Not require	Not require
31	Staple Machine pin (24/6)	Pkt.	30	Not require	Not require
32	Staple Machine pin no-10	Pkt.	30	Not require	Not require
33	Punching Machine (One Hole)	Pcs.	20	Not require	Not require
34	Poker (Plastic handle)	Pcs.	10	Not require	Not require
35	Tissue Papers	Pkt.	30	Not require	Not require
36	Auto Clip file (Best Quality)	Pcs.	15	Not require	Not require
37	Pilot pen (Best Quality)	Pcs.	30	Not require	Not require
38	Highlighter (Set of 5)	Set.	15	Not require	Not require
39	Ball Point Pen	Pcs.	200	Not require	Not require
40	Ball Pen (Red)	Pcs.	70	Not require	Not require
41	Ball Pen (Black)	Pcs.	70	Not require	Not require
42	Surface Cleaner (500 ml)	Pcs.	60	Not require	Not require
43	Table pad glass 6mm best quality (2x 1.6 Sq. ft)	Pcs.	1	Not require	Not require
44	Liquid Handwash	Pcs.	60	Not require	Not require
45	Bar Soap (Vim/ Exo Bar)	Pcs.	50	Not require	Not require
46	Napthalene Ball per kg.	Kg	2	Not require	Not require
47	Toilet Cleaner (500ml)	Pcs.	60	Not require	Not require
48	Bathroom Freshner (50gm) (Odonil or similar)	Pcs.	70	Not require	Not require
49	Bathroom Freshner ( Airpocket )	Pcs.	50	Not require	Not require
50	Anti-Septic liquid (250ml)	Pcs.	2	Not require	Not require
51	First Aid Kit	Pcs.	1	Not require	Not require
52	Register (Attendance)	Pcs.	1	Not require	Not require
53	White Phenyl (500ml)	Pcs.	60	Not require	Not require
54	Floor Cleaner Neem (500 ml)	Pcs.	60	Not require	Not require
55	Hand Gloves (Rubber)	Set.	10	Not require	Not require
56	Detergent Powder (1KG)	Pkt.	25	Not require	Not require
57	Garbage Plastic roller (Medium= 19"x 21")	Roll	40	Not require	Not require
58	Dustbin	Pcs.	5	Not require	Not require
59	Bathroom Cleaner	Pcs.	60	Not require	Not require
60	Chitra Nola (500 ml)	Pcs.	40	Not require	Not require
61	Bleaching Powder (500 grms.)	Pkt.	20	Not require	Not require
62	Folder transparent plastic (Button)	Pcs.	100	Not require	Not require
63	Leather File	Pcs.	10	Not require	Not require
64	Pencil Battery (Duracell)	Pcs.	40	Not require	Not require
65	Mosquito Spray (200ml)	Pcs.	10	Not require	Not require
66	Fevicol Liquid (20 ml)	Pcs.	15	Not require	Not require
67	Cello Tape (1" White)	Pcs.	20	Not require	Not require
68	Wall Clock (Big )	Pcs.	2	1 year	Not require
69	Wall Clock (Small)	Pcs.	3	1 year	Not require
70	Acid (500 ml) (for toilet use)	Pcs.	40	Not require	Not require

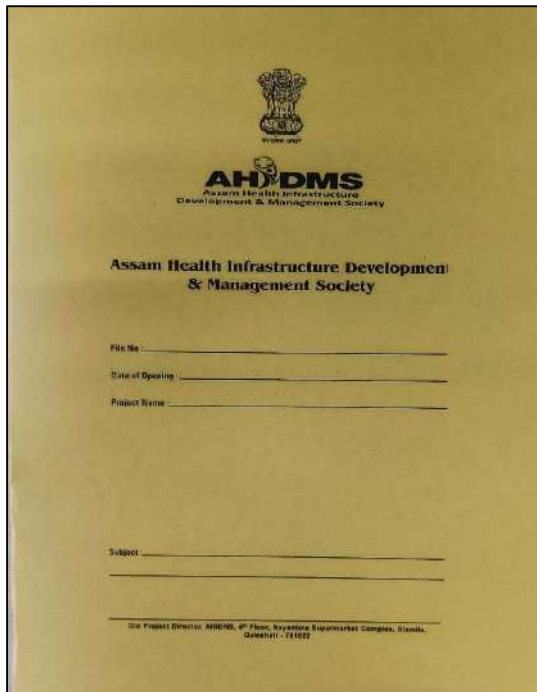
71	Spoon VIP (Best Quality) (Medium)	Pcs.	48	Not require	Not require
72	Pen Drive (32 GB) (SanDisk)	Pcs.	5	Not require	Not require
73	Coconut Broom/ Bamboo Broom (Big Size)	Pcs.	5	Not require	Not require
74	Broom		10	Not require	Not require
75	Ceiling Broom	Pcs.	5	Not require	Not require
76	Drinking Glass (Plain)	Pcs.	24	Not require	Not require
77	Drinking Glass (VIP)	Pcs.	24	Not require	Not require
78	Note Pad (80 pages)	Pcs.	200	Not require	Not require
79	Tea Set (Best Quality) (6 Set)	Set.	4	Not require	Not require
80	Tea Coaster (Set of 6)	Set.	4	Not require	Not require
81	Towel Big (30"/60") (Best Quality)	Pcs.	10	Not require	Not require
82	Towel Small (16"x24") (Best Quality)	Pcs.	10	Not require	Not require
83	Lock & Key 40 mm. (5 Lever)	Pcs.	3	Not require	Not require
84	Lock & Key 50 mm. (6 Lever)	Pcs.	3	Not require	Not require
85	Lock & Key 60 mm. (7 Lever)	Pcs.	3	Not require	Not require
86	Lock & Key 25 mm	Pcs.	3	Not require	Not require
87	Quarter Plate (Bone China) (6Pcs.)	Set.	5	Not require	Not require
88	Room Freshner Spray (270ml)	Pcs.	50	Not require	Not require
89	Mosquito repellent Machine	Pcs.	10	Not require	Not require
90	Mosquito repellent (45ml)	Pcs.	20	Not require	Not require
91	Plastic Bucket (15 ltr.)	Pcs.	5	Not require	Not require
92	Floor Cleaner wiper	Pcs.	8	Not require	Not require
93	Toilet Brush (Plastic)	Pcs.	5	Not require	Not require
94	Tea Tray (Big)	Pcs.	3	Not require	Not require
95	Plastic Mug	Pcs.	5	Not require	Not require
96	Cup & Saucer (Best Quality) (Bone China)	Pcs.	24	Not require	Not require
97	HP Laserjet Cartridge (Model No:LaserJet Pro MFP M72625)	Pcs.	5	Not require	Require
98	HP Cartridge (Model No:LaserJet Pro MFP M329dw)	Pcs.	15	Not require	Require
99	215A Black/ Cyan/Yellow/MagentaToner Cartridge W2310A W2311A W2312A W2313A	Pcs.	3	Not require	Require
100	Pagemarker (Sticker)	Box	5	Not require	Not require
101	Calculator (12 Digit)	Pcs.	10	1 year	Not require
102	Permanent Marker Pen	Pcs.	10	Not require	Not require
103	Whiteboard Duster	Pcs.	5	Not require	Not require
104	Whiteboard Marker	Pcs.	10	Not require	Not require
105	Hand Sanitizer 5Ltr.	Pcs.	2	Not require	Not require
106	Board Pin	Box	3	Not require	Not require
107	Electric Kettle 1500 WT	Pcs.	2	1 year	Not require
108	Floor Cleaner Mope	Pcs.	5	Not require	Not require
109	DAK Pad file	Pcs.	5	Not require	Not require
110	Adhesive Tape (2" White)	Pcs.	15	Not require	Not require
111	Adhesive Tape (2" Brown)	Pcs.	15	Not require	Not require

112	Clip Board	Pcs.	5	Not require	Not require
113	Register (Cash Book)	Pcs.	3	Not require	Not require
114	Log Book	Pcs.	20	Not require	Not require
115	Flex Printing of any size	Sq ft.	600	Not require	Not require
116	Flex Printing with Iron Framing	Sq ft.	600	Not require	Not require
117	Jute Folder (Normal)	Pcs.	500	Not require	Not require
118	Jute Folder (Customized with Office Name & Logo)	Pcs.	500	Not require	Not require
119	Office Peon Book	Pcs.	10	Not require	Not require
120	Eraser (Nondust)	Pcs.	20	Not require	Not require
121	Index File/ Guard File	Pcs.	60	Not require	Not require
122	Mouse (Best Quality)	Pcs.	5	Not require	Not require
123	Sharpner	Pcs.	30	Not require	Not require
124	Gamosa (Cotton)	Pcs.	10	Not require	Not require
125	Gamosa (Pat)	Pcs.	10	Not require	Not require
126	Gamosa (Muga)	Pcs.	10	Not require	Not require
127	Eri Stole	Pcs.	15	Not require	Not require
128	Stick File	Pcs.	30	Not require	Not require
129	Tea Packet (Best Quality)	Pkt.	10	Not require	Not require
130	Xorai (Small) (6" x 12")	Pcs.	10	Not require	Not require
131	Xorai (Big)	Pcs.	10	Not require	Not require
132	Japi (25 inch.)	Pcs.	15	Not require	Not require
133	Umbrella (Best Quality)	Pcs.	5	Not require	Not require
134	Dusting Cloth	Pcs.	8	Not require	Not require
135	Bulb (LED) (12W)	Pcs.	10	Not require	Not require
136	Door Bell/ Calling Bell	Pcs.	5	Not require	Not require
137	Water Bottle (Plastic-1 Ltr.)	Pcs.	25	Not require	Not require
138	Induction Cooktop (1600/2000W) (Philips/Prestige/ similar reputed make)	Pcs.	1	1 year	Not require
139	Correction Pen (Whitener)	Pcs.	50	Not require	Not require
140	Stock Register	Pcs.	2	Not require	Not require

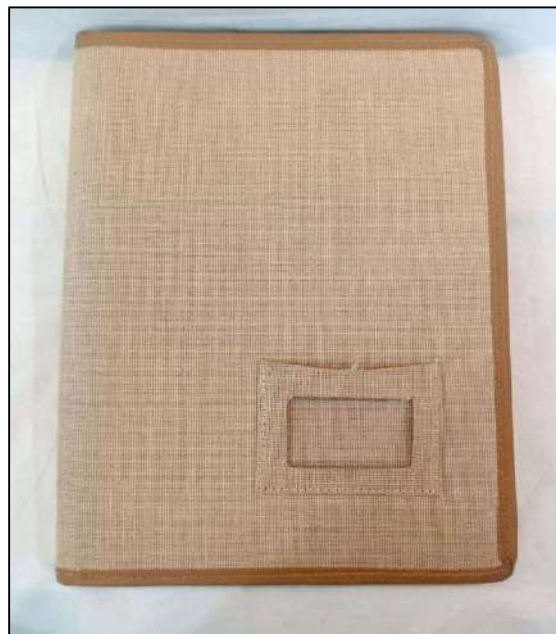
## 2.2. Technical and other Specification :

Technical specification of these stationeries are standardized. For few items, where specification can not be specify without ambiguity, photographs of those items provided for the understanding of the bidders.

Sample Copy of File Cover with Board (Customized)



Sample Copy of Jute Folder (Normal)



Sample Copy Jute Folder (Customized with Office Name & Logo)



**Note:**

- i) Where manufacturer authorization is sought, bidder may either bid specific authorization or submit a document substantiating that bidder is an authorized seller/reseller of the manufacturer appointed by the manufacturer.



## SECTION-III

### 3. Bid Evaluation, Selection and Award of Contract

#### 3.1. Technical Evaluation

- 3.1.1. In the first stage "Technical Bid" as submitted by the bidders will be evaluated based on documents submitted.
  - 3.1.2. **Second stage:** Sample may be sought from the bidder for certain items as per the discretion of Bid Evaluation Committee. The sample submitted by the bidder who qualifies in the first stage, will further undergo for accuracy and precision testing by technical experts. Bidder whose product will be recommended by the expert committee shall be eligible for opening the price bids.
  - 3.1.3. Least Cost Selection (LCS) shall be followed for evaluation and selection of the most preferred bidder among technically qualified eligible bidders. Item wise evaluation shall be done to determine preferred bidder.
  - 3.1.4. The Bid Evaluation Committee (i.e., "Evaluation Committee") of the Procuring Entity will carry out the technical evaluation of bids received within due date and time.
  - 3.1.5. To facilitate bid evaluation, the "Evaluation Committee" may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Evaluation Committee for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought by Evaluation Committee within the specified time, its Bid shall be evaluated based on the submitted documents. Committee may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation by the Committee.
  - 3.1.6. The Tender Inviting Entity (Authority) reserves the right to verify all statements, information, and documents, submitted by the Bidder in response to this Tender. Any such verification or absence of verification by the Evaluation Committee shall not in any manner, whatsoever, relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of TIA.
-

- 3.1.7. In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that any eligibility conditions have not been met by the bidder or if the bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith.
- 3.1.8. In the above situation, if the Successful Bidder has already been issued the LOA or has entered the Contract the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing, without TIA being liable in any manner, whatsoever, to the Successful Bidder.
- 3.1.9. In such an event, the Procuring Entity shall, without prejudice to any other right or remedy that may be available to it, shall forfeit and appropriate the Performance Security towards the losses, damages and inconvenience caused to It; provided that in the event the Performance Security has not been provided, the Procuring Entity shall have the right to forfeit the Bid Security and the successful Bidder shall be liable for the differential amount, if any.

### **3.2. Financial Bid Evaluation**

- 3.2.1. Prior to evaluation of the Financial Bid, the Evaluation Committee will determine whether the Financial Bid is complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of Goods (F.O. R. destination) and should be stated in INR only. GST shall be paid/reimbursed at the applicable rate only against valid GST invoice. For price comparison only the basis price (i.e., price excluding GST) shall be considered. Omissions, if any, in costing of any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the bidder.
- 3.2.2. **The Bidder having the lowest financial quote (L1) for a particular item will be declared as the preferred bidder for that item and accordingly letter of Award shall be issued inviting the preferred bidder to enter the contract for supply of such item(s).** However, the Procuring Entity reserves the right to invite the L2 Applicant for supply of the item at the L1 rate, in case the selected (L1) bidder fails to execute the contract within due date, for whatsoever reason.

### **3.3. Award of Contract**

- 3.3.1. The successful bidder(s) shall be invited to execute the rate contract in the format given at **Annexure-VII** on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be
-

paid by the Bidder) within 10 (ten) days from the date of issue of the Letter of Acceptance (LoA) as per **Annexure-VIII**.

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

### **3.4. Performance Security**

3.4.1. The successful bidder shall deposit the performance security of Rs. 3000.00 before signing of the contract. The performance security shall be in the form of irrevocable bank guarantee issued by any scheduled commercial bank in India having branch in Guwahati. The performance security bank guarantee should remain valid for atleast 60(sixty) days beyond fulfillment of all its contractual obligations including warranty period, if any. The format for Performance Bank Guarantee is given in Annexure-IX. Bid Security also acceptable in the form of / Fixed Deposit/Time Deposit certificate issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable provided it is pledged in favour of Assam Health Infrastructure Development and Management Society (AHIDMS) and such pledging has been noted and suitably endorsed by the bank issuing the certificate

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

---

## SECTION-IV

### 4. Conditions of the Contract

#### 4.1. Validity of Contracted Price

- 4.1.1. The contracted price shall be inclusive of all costs and expenses up to the point of delivery. No additional price shall be paid to the supplier over the contracted price. GST shall be paid only against valid GST invoice at the applicable rate.
- 4.1.2. The price shall remain valid throughout the currency of the contract. The supplier is contractually binding to supply the item(s) at the contracted rate throughout the contract period.
- 4.1.3. During the period of contract with the successful bidder, if the price of any item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the Purchaser and shall accordingly revise the rate. The Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fail to agree to such reduction in rates.
- 4.1.4. The contract with the successful bidder shall be valid for a period of 1 years from the date of signing of the contract. The Procuring Entity may, if feel necessary, extend/renew the contract for a maximum period of 6(six) month in similar terms and conditions and with mutual consent.
- 1.4.5. The supplier (i.e. the contracted party) is contractually liable to supply the item of required quality and quantity at the contracted price as per the terms of the contract.

#### 4.2. Terms of Delivery

- 4.2.1. The items supplied by the successful Bidder shall be brand new and shall comply with the specifications, stipulations and conditions specified in **Schedule-II**.
  - 4.2.2. The supply should be completed maximum within **05 (five) days from the date of issue of Purchase Order**, unless an extender timeline is specified in the Purchase Order. Delay in delivery shall attract penalty @ 2% on the value of the item(s) not supplied within the due date, for each week or part thereof, subject to a maximum of 10% of the order value. The contract shall be liable for cancellation in case of delay beyond 2 weeks,
-

unless otherwise decided by the authority considering the circumstances causing such delay.

4.2.3. If the contracted party (i.e., Supplier) fails to execute the order within the stipulated time, the purchaser will be at liberty to make alternative arrangements for purchase of the items, from any other source or from the open market, at the risk and cost of the Supplier. This would be in addition to any other penal options legally available with the purchaser including forfeiture of security deposit.

4.2.4. The item(s) shall be delivered at Office of the AHIDM Society, 4th Floor, Nayantara Supermarket, Sixmile, Khanapara, Guwahati-781022, Assam, India as per the list furnished along with the Purchase Order (PO) or according to instructions given separately with reference to said PO.

### **4.3. Warranty Obligations**

4.3.1. The contracted party (i.e., Supplier) warrants that the goods supplied under the contract/ against PO issued by the Purchaser are brand new, unused, or the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials, or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods.

- i) The warranty shall be valid for the period mentioned in the Technical Specification/ Description of Items.
  - ii) The Purchaser shall notify the supplier in writing of any claims arising under this warranty.
  - iii) Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.
  - iv) If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period as per the nature of the goods supplied, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier 's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.
  - v) The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay taxes/duties and all expenses up to the destination for the replaced part.
-

#### **4.4. Local Conditions**

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

#### **4.5. Packaging**

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

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

#### **4.6. Payment Terms**

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

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

#### **4.7 Non-Conformance and Penalties**

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

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

---

any compensation whatsoever in respect of such termination.

4.7.3 In the event of making ALTERNATIVE PURCHASE, the excess expenditure over and above contracted prices incurred by the Purchaser in making such purchases from any other source or from the open market shall be recovered from the performance Security or from any other money due to the supplier and in the event of such amount being insufficient, the balance will be recovered from the supplier.

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

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

#### **4.8. Force Majeure**

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

#### **4.9. Fraud and Corruption**

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

- i) "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
  - ii) "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
  - iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
-

iv) “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

4.9.2 During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive, or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Purchaser will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

#### **4.10 Arbitration**

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

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

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

#### **4.11. Saving Clause**

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

#### **4.12. Laws Governing the Contract and Jurisdiction**

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

\*\*\*\*\*

---



**ANNEXURES  
(FORMS & FORMATS)**

---

**Annexure- IA: Declaration by the Bidder**

**DECLARATION**

Date:.....

To

<Name Designation and address of the TIA>

Tender Ref No. \_\_\_\_\_

For supply of \_\_\_\_\_

Sir,

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

7. We hereby undertake to pay the **penalty** as per the terms and conditions of the contract for delayed supply of the ordered item(s).
8. We agree to accept the payment against the bill raised us only after acceptance of the supplied item by the designated official or office successfully and should any amount of the bill found to have been over-paid; the amount so found shall be refunded by me/us.
9. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
10. We agree to the fact that the tender inviting entity has the right to accept or reject any or all the tenders without assigning any reason.
11. We hereby declare that we have not been blacklisted or debarred from participating in the bidding process by any government or semi-government entity or authority which is time being force. And there is no vigilance/CBI or court case pending/contemplated against us at the moment.
12. We hereby declare that there exists no situation which can cause conflict of interest with anybody in our participation in this tender.

**Signature of Bidder/Authorized Signatory with official seal**

**Date:**

**Place:**

---

**Annexure-IB: Profile of the Bidder**

**PROFILE OF THE BIDDER**

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

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

**Signature of Bidder/Authorized Signatory with official seal**

**Date:**

**Place:**

---

**Annexure-IC: Format for Power of Attorney**

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

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

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the \_\_\_\_\_ day of \_\_\_\_\_200\_

For \_\_\_\_\_  
(Signature)  
(Name, Designation and Address)

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

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

**Note:**

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

Annexure-ID: Bank Guarantee Format for Bid Security (NOT APPLICABLE)

## Bank Guarantee (Bid Security)

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

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

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

**Date:** *[Insert date of issue]*

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

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

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

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

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

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

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) 60 days after the end of the Bid Validity Period.

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

---

*[Signature(s)]*

**Note:**

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

---

## Annexure -II: Format for Manufacturer's Authorisation Letter<sup>1</sup>

### MANUFACTURER'S AUTHORISATION LETTER

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

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

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

Dear Madam/Sir,

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

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

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

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

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

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

---

<sup>1</sup> MAL shall be required only for the item(s) only if it is sought as per Para 2.2 of Section-II



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

Designation: [Designation]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, [insert date of sign in]

Annexure-III: Turnover Certificate

**ANNUAL TURNOVER CERTIFICATE OF THE BIDDER**

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

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

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

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

Date :  
Place :

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

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

**Note:**

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

Annexure-IV: Details of Items Quoted

Tender Ref No. \_\_\_\_\_

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

Signature of Bidder/Authorized Signatory with official seal

Date:

Place:

**Note:**

The bidder may add row in the table to include all the items for which bidder has submitted it's bid. Any item (s) not included in the table but quoted in the Price bid/financial bid shall not be considered for evaluation.

Annexure-V: Check List

CHECK LIST

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

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

(The BOQ format shall be available in excel format under financial/price bid folder. Bidder has to filled the format with price and upload the same under financial/price bid folder)

**PRICE SCHEDULE**

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

<b>NUMBER #</b>	<b>TEXT #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>SI. No.</b>	<b>Item Description</b>	<b>Item Code / Make</b>	<b>Quantity</b>	<b>Units</b>	<b>All Inclusive Rate In Figures To be entered by the Bidder in Rs. P</b>	<b>TOTAL AMOUNT all inclusive in Rs. P</b>	<b>TOTAL AMOUNT In Words</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>13</b>	<b>53</b>	<b>55</b>
1							
2							
3							
4							
5							
6							

Annexure-VII: Rate Contract Format

**RATE CONTRACT AGREEMENT**

This Agreement ("**Agreement**") is made on this \_\_\_\_\_ day of \_\_\_\_\_  
by and between:

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

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

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

**WHEREAS:**

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

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

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

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

**6. Contract Price**

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

\*GST shall be payable at applicable rate

**7. Validity of this Contract:**

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

**8. Delivery Schedule:**



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

**9. The Quantity of Procurement:**

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

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said ..... (For the *Purchaser*)  
in the presence of .....

Signed, Sealed and Delivered by the said .....(For the Supplier)  
in the presence of .....

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

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

Annexure-VIII: Letter of Acceptance

Letter of Acceptance

[On letterhead of the Procuring Entity]

..... *date* .....

To: [insert name and address of the Supplier]

Subject: *Award of Contract*

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

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

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

You are requested to furnish the Performance Security in accordance with the Conditions of Contract and sign the contract within <insert the date> days from

issue of this letter. The format for Performance Bank Guarantee is given in “Annexure-IX” of this Bidding Documents.

Authorized Signature:

.....

Name and Designation of Signatory:

.....

Name of

Purchaser:.....

## Annexure-IX: Bank Guarantee Format for Performance Security

### Bank Guarantee Format

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

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

**Date:** *\_ [Insert date of issue]*

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

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

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

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

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

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

---

*[signature(s)]*

**Note:**

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