# OFFICE OF THE PROJECT DIRECTOR ASSAM STATE AIDS CONTROL SOCIETY KHANAPARA: GUWAHATI-22

No. ASACS/NACP-IV/PROC/Furniture/2016/961/25

## **Notice Inviting Tender**

Dated:21/02/2108

# TENDER FOR THE SUPPLY OF HOSPITAL FURNITURE, FIXTURES, EQUIPMENTS & INSTRUMENTS

Sealed tenders in Two Bid System (Technical Bid & Price Bid in separate sealed envelopes) affixing court fee stamp of Rs 8.25 (or IPO of Rs 10/- for bidders located outside the State of Assam) only, are invited from manufacturers or authorized distributors/dealers for Rate Contract for "Supply and installation of Office/ Hospital Furniture, Fixtures" to health institutions in different districts of Assam.

#### 1. LAST DATE FOR RECEIPT OF TENDERS.

Sealed Tenders in two separate covers {Technical bid (Cover "A") and Price Bid (Cover "B")} will be received up to <u>16/03/2018</u> till **2 PM** by the Project Director, Assam State AIDS Control Society, Khanapara, Guwahati-22, Assam

#### 2. IMPORTANT NOTES:

- a) The bidder shall quote prices in Indian Rupees only, on FOR destination basis.
- b) Delivery of the ordered items shall be affected at ASACS Store or the designated Health Institutions spread over 27 districts in Assam.
- c) Arrangement of Road Permits for despatch of consignments shall be the responsibility of the successful bidder (s).

#### 3. PRE-BID MEETING

A Pre- Bid meeting with all the intending bidders will be held at Conference Hall of ASACS Office on <u>05/03/2018</u> at 12.30pm.

#### 4. ELIGIBILITY CRITERIA

- A. Bidder shall either be a manufacturer or a distributor/dealer having experience of supplying Hospital Furniture & Fixture to Govt. Organizations.
- B. Average Annual turnover of the bidder in the last three financial years i.e. 2013-14, 2014-15, 2015-16 from sales of Hospital Furniture & Fixtures/Medical Equipments/Instruments shall not be less than Rs.20 (Twenty) Lacs.
- D. Bidder should have at least 3(Three) years Market Standing as supplier of Hospital Furniture & Fixture.
- E. Manufacturers of Hospital Furniture & Fixtures shall have valid OHSAS 18001:2007 certificate as well as ISO 9001:2000/ISO 14001:2004 certificates.

- F. Bidder shall have experience in supply & installation of Hospital Furniture & Fixture in the last 3 (three) financial years and value of a single order for such items during this period should be at least Rs.5.00 Lacs.
- G. Bidder should have experience & knowledge of modes of packing, distribution & transportation of such items under any weather conditions.
- H. Bidder who has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization will not be allowed to participate in the tender during the period of blacklisting.
- I. Minimum Guarantee period 2 years for all the furnitures/fixtures.

#### 5. GENERAL CONDITIONS.

- (I) A bidder must quote for all the items. In case, a bidder does not quote for one or more items in a particular Group, the bid for that Group shall be considered incomplete and shall be liable for rejection.
- (III) The quantity of each item indicated in the bid document is tentative and subject to change depending on actual requirement.
- (IV) Tender documents may be obtained from the office of Tender Inviting authority during office hours on payment of Rs 500/-(non refundable) in the form of Demand Draft drawn in favour of "Assam State AIDS Control Society" payable at Guwahati The tender documents may also be downloaded from the official website <a href="https://asacs.assam.gov.in">https://asacs.assam.gov.in</a>. The bidder downloading the Bid document from the website will be required to deposit Rs 500/-(non refundable) in the form of Demand Draft drawn in favour of "Assam State AIDS Control Society" payable at Guwahati while submitting the Tender. Tender without the fee of Rs 500/- will not be accepted.
- (V) All tenders must be accompanied by Earnest Money Deposit as specified in the relevant clause of the bid document.
- (VI) Tenders will be opened in the presence of bidders / authorized representatives who choose to attend on the specified date and time as stipulated in the bid document.
- (VII) At any time prior to the date of submission of tender, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by an amendment. All prospective bidders who have received the tender document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.

- (VIII) Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- (IX) Price Preference/ Purchase Preference to PSUs / SSI Units shall not be applicable.

#### 6. TECHNO-COMMERCIAL BID - COVER "A"

The Bidder should furnish the following documents/charges in a separate cover hereinafter called "Cover A".

#### A. <u>Court Fee Stamp/IPO and Tender Document Fee</u>

Court fee stamp of Rs 8.25 (or IPO of Rs 10/- for bidders located outside the State of Assam). Tender document fee of Rs 500.00 in the form of a Demand Draft in favour of "Assam State AIDS Control Society" payable at Guwahati

#### B. Earnest Money Deposit (EMD)

Earnest Money Deposit amounting to Rs 20,000/- (Rupees Twenty Thousand) only in the form of Demand Draft/Banker's Cheque/favoring "Assam State AIDS Control Society, Guwahati. Earnest Money Deposit in any other form will not be accepted. Earnest Money Deposit will not earn any interest. The Earnest Money Deposit of the successful Bidder may, at the discretion of Tender Inviting Authority be adjusted towards the Security Deposit payable by the Bidder.

## C. Constitution of Company of Bidder:

Documentary evidence regarding constitution of the company /concern such as Memorandum & Articles of Association, Partnership Deed etc. with details like Name, Address, Telephone Number, Fax Number, E-mail Address of the firm with names of the Managing Director / Partners / Proprietor.

#### D. Manufacturing License of Principal Manufacturer:

Attested photocopy of valid Manufacturing License duly issued by the Licensing Authority for the products quoted.

### E. <u>Import License of Bidder:</u>

Attested copy of Import License, if the products are imported. The license must have been renewed up to date. A copy of a valid license for the sale of the products imported by the firm issued by the licensing authority shall also be enclosed.

#### F. Power of Attorney of Bidder:

Attested copy of instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to submit their bids. Such authorized officer should sign the bid documents.

## G. <u>Undertaking of Bidder:</u>

Undertaking in the form at Annexure-I

#### H. Manufacturer's Authorization

Authorization letters from all the manufacturers concerned in the format at Annexure -II. Bids without authorization letters will be disqualified.

#### I. <u>CE/US FDA, ISO, OHSAS Certificates</u>

- i) Attested copies of valid OHSAS 18001:2007 certificate (of manufacturers whose products have been offered) for Hospital & Office Furniture and Fixtures.
- ii) Attested copies of valid ISO 9001:2000/ISO 14001:2004 certificate (of manufacturers whose products have been offered) for Hospital & Office Furniture and Fixtures.
- J. <u>Annual Turnover</u> Annual turnover statement from sales of Hospital Furniture/Fixtures/ Equipments/Instruments for 3 years i.e., 2013-14, 2014-15 & 2015-16 in the format given in Annexure-III A and Annexure-III B certified by the Auditor/Chartered Accountant. It is to be noted that such statement of both the bidder and the manufacturer (in case the bidder is not a manufacturer) must be submitted.

## K. Execution of similar contracts of Bidder:

Details of supplies (Hospital/ Office Furniture & Fixtures) made during the last 3 financial years with summary of Purchase Orders and Performance Certificates issued by clients in the specified format (Refer Annexure IV). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any, during the last 3 years should be highlighted. Copies of orders/performance certificates should be submitted.

#### L. Details of Manufacturing Unit of manufacturer

Details of Manufacturing Unit as per Annexure-VII. The details containing the name & address of the premises where the items are actually manufactured.

## M. <u>List of Items Quoted / Technical Compliance Statement</u>

The List of items quoted shall be furnished as per Annexure – VIII A (separately for each Group). The list shall specifically indicate manufacturer's name along with warranty period offered for each item. Technical Compliance Statement should also be submitted as per Annexure – VIII B (separately for each Group).

#### N. Undertaking on Fraud & Corruption of Bidder:

Undertaking on fraud and corruption in the format at Annexure-IX

#### O. Agreed Terms & Conditions of Bidder:

Agreed Terms & Conditions as per Annexure X.

# P. <u>Signature & Seal on each page</u>

The tender document signed by the Bidder in all pages with office seal.

## S. Checklist of documents

A Checklist (Annexure-XI) for the list of documents enclosed with their page number. The documents should be serially arranged as per this Annexure-XI and should be securely tied or bound.

The above documents should be sealed in a separate cover super scribed as "TECHNICAL BID, COVER "A" (TENDER FOR SUPPLY OF OFFICE/HOSPITAL FURNITURE, ETC DUE ON \_\_\_\_\_\_\_)"and addressed to the Project Director, Assam State AIDS Control Society, Khanapara, Guwahati-781022

#### 7. PRICE BID - COVER"B"

Cover "B" shall contain the Price Bids in the formats at Annexure XII.

#### A. <u>Signature & Seal on each Page</u>

Each page of the Price Bid should be duly signed by the Bidder affixing the office seal.

## B. <u>Signature on corrections</u>

Bid should be typewritten and every correction in the bid should be attested with full signature by the Bidder, failing which the bid will be ineligible. Corrections done with correction fluid should also be duly attested.

## C. <u>Items Quoted & Rates</u>

The Bidder shall fill up the Annexure XII for items quoted.

#### D. Landed Cost

The rate quoted per unit or landed price in Annexure-XII shall be inclusive of excise duty, packaging forwarding loading, unloading charge, freight, Insurance etc. The component of GST should be shown separately.

The	above	docı	iments	sh	ould	be	sealed	in	a	separate	cover
supe	rscribed	as	"PRIC	E	BID,	CO	OVER	"B"	(	TENDER	FOR
SUP	PLY OF	OF	FICE/	HC	SPIT	AL	<b>FURN</b>	TUF	RE	ETC DU	E ON
		)"	and ado	lres	ssed to	the	Projec	t Diı	ect	tor, Assam	State
AIDS	S Contro	ol Soc	ciety, K	har	napara	Gu	wahati-	7810	22		

The two separately sealed covers {Technical bid (Cover "A") and Price Bid (Cover "B")} shall be placed together inside another cover which shall be sealed and superscribed as "TENDER FOR SUPPLY OF OFFICE/ HOSPITAL FURNITURE ETC DUE ON \_\_\_\_\_\_" and addressed to the Assam State AIDS Control Society, Khanapara, Guwahati-781022

#### 8. OPENING OF COVER "A" AND COVER "B" OF TENDER

- A. All bidders are entitled to be present at the date and time of opening of Technical Bid Cover "A".
- B. Only those bidders whose Technical Bids are found to be acceptable after technical and commercial evaluation will be invited to be present at the date and time of opening of Price Bid Cover "B" of the tender. The price bids of tenderers not found technically qualified shall not be opened.

#### 9. VALIDITY OF BID:

Bids shall remain valid for acceptance for a period of 90 days after opening of Technical Bid i.e. Cover 'A'. Bids with shorter validity shall be rejected. Purchaser may solicit bidders consent to an extension of validity period. A bidder may refuse extension request without forfeiting the EMD.

#### 10. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:

The validity of offer of the successful bidder shall be at least 02(two) years from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rates and terms during this period. This validity period may be further extended with mutual consent.

### 11. <u>OTHER CONDITIONS</u>

## A. <u>Item Details & Quantity</u>

The quantity mentioned is only the tentative requirement and may increase or decrease as per requirement of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

#### B. Firm Rates

Firm Rates (inclusive of Excise Duty, Sales Tax, transportation, insurance, PACKAGING/INSTALLATION & TRAINING CHARGES AT SITE and any incidental charges) should be quoted for each of the required office/ Hospital items on door delivery basis according to the units ordered. Tender for supply of office/ Hospital items with conditional/variable rates shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with the successful bidders. The rates quoted and accepted will be binding on the Bidder for the stipulated period and any increase in the price will not be entertained till completion of the tender period.

#### C. Controlled Price/MRP

The price quoted by the bidders shall not, in any case, exceed the controlled price, if any, fixed by the Government and the Maximum Retail Price (MRP). 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 Tender Inviting Authority and shall charge the reduced rates. 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.

#### D. No Revision/Correction of Rates

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

#### E. Firm Delivery Schedule

Firm delivery schedule shall be mentioned in the bid. Cross conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and will be summarily rejected.

#### F. Execution of Order

Unless otherwise specified, supplies should be made directly by the successful bidder and not through any other agency.

#### G. Inspection

Tender Inviting Authority or his authorized representative has the right to inspect the factories of bidders, at any point of time and also has the right to reject the tender or terminate / cancel the orders, based on adverse reports brought out during such inspections. The Bidder shall extend all facilities to the team to enable them to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted/ordered.

#### 12. <u>ACCEPTANCE OF TENDER</u>

#### A. Tender Evaluation

Tenders will be evaluated with reference to technical and commercial parameters to determine the technically qualified bidders for all Groups. The technically qualified bidders shall have to demonstrate the products for inspection and final assessment of quality:

In the event any of the above products demonstrated by a technically qualified bidder is found to be deficient in terms of quality, the offer of such bidder shall be declared as technically not acceptable. Based on such assessment the final list of technically qualified bidders shall be drawn up.

Price Bids of technically qualified bidders will be evaluated with reference to the quoted rates (landed price of each item). Conditional discounts shall not be taken into account for price comparison. The total value of each item will be added to determine the overall lowest price. The bidder quoting the overall lowest price shall be ranked as the L1 bidder.

#### B. Right to Reject Tender

Tender Inviting Authority reserves the right to accept the tender or to reject the whole tender for the supply of all items of Hospital Furniture, Fixtures, tendered at any point of time without assigning any reason.

# C. Tender Acceptance

The acceptance of the tenders will be communicated to the successful bidders in writing.

## 13. <u>AGREEMENT</u>

The successful Bidder shall execute an agreement in the form at Annexure XIV on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

## 14. NON ASSIGNMENT

The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.

#### 15. COMMUNICATION

All notices or communications relating to or arising out of an agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at his premises, places of business or abode.

#### 16. SECURITY DEPOSIT

Security Deposit @ 8% of the order value in will be deducted from the payment. The Performance Security Deposit shall be released after 2 (two) months of successful completion of the warranty period, after receiving good status report from the user.

#### 17. SUPPLY & SERVICE CONDITIONS

#### A. Purchase Order

Purchase order will be placed on the successful Bidder at the discretion of the Tender Inviting Authority.

#### B. Specifications & Quality

The items supplied by the successful Bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified at Annexure-XIII

# C. <u>Warranty Provisions</u>

The successful bidder (Supplier) warrants that the goods supplied under the contract/purchase order 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 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 not less than 2 (two) years.
- ii. The Tender Inviting Authority (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, 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.
- vi. During the warranty period, the desired uptime of 95% of 365 days on a 24 hours basis shall be ensured.

#### i. Delivery Period

The supply should commence within 30 (thirty) days from the date of order and should be completed within 90 (days) maximum, unless otherwise specified in the order.

#### ii. <u>Delivery Point/Destination</u>

The items shall be delivered at Store of ASACS or at the Institutions in different districts of Assam as per the list furnished along with the order or according to instructions given separately with reference to the order.

#### iii. Penalty for Delayed Delivery

- (i) In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.
- (ii) Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

## iv. <u>Alternative Purchase</u>

If the successful Bidder fails to execute the order within the stipulated time, the Tender Inviting Authority 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 penalties including forfeiture of security deposit.

## G. Shortage and Damage

It shall be the responsibility of the successful Bidder for any shortages/damages at the time of receipt in Warehouse/Institution. Tender Inviting Authority is not responsible for the items received, for which no order is placed.

#### 18. <u>FORCE MAJUERE</u>

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.

#### 19. 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 -

- 1. "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.
- 2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.

- 3. "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.
- 4. "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. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

#### 20. LOCAL CONDITIONS:

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The Tender Inviting Authority 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 acceptance of bids.

## 21. <u>LOGOGRAMS</u>

- A. Tenders for the supply for furniture, equipments etc., shall be considered only if the Bidder gives undertaking in his tender that the items will be supplied with the logogram either printed or embossed or affixed as specified.
- B. Failure to supply furniture, equipments etc., without the logogram will be treated as breach of the terms of agreement.

#### 22. PACKING

- A. Packing should be sound and be able to prevent damage or deterioration during transit.
- B. In the event the items supplied are found to be damaged or defective the Tender Inviting Authority 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.

#### 24. PAYMENT PROVISIONS

Payments towards the supply of items will be made strictly as per rules of the Tender Inviting Authority. Full payment will be released only after completion of supply/installation of entire ordered quantities.

- A. On completion of supply of supplied quantities, invoices with challans along with installation reports (certified by the Head of the Institution) and warranty certificates should be submitted in triplicate, addressed to the Tender Inviting Authority.
- B. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree to such reduction in rates.
- C. In case of any enhancement in excise duty/ Tax due to notification of the Government after the date of submission of tenders and during the validity period of contract, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned Excise Authority for having paid additional Excise Duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.
- D. Tender Inviting Authority has every right to receive supply even after expiry of contractual delivery date and in such case; price reduction as specified under Clause No. 17 E will be applicable.
- E. If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by the Tender Inviting Authority on the total value of supply to that particular warehouse/institution.

# 25. <u>ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH</u> AWARD

Failure of the successful bidder to comply with the requirements of signing of agreement and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bidder.

#### 26. NON CONFORMANCE, TERMINATION & PENALTIES

- A. 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 Tender Inviting Authority. If the supplier fails to take back the items within the stipulated time, the Tender Inviting Authority will have the right to dispose-off such ITEMS NOT CONFORMING TO SPECIFICATIONS. Tender Inviting Authority may also levy storage charge calculated at the rate of 2% per week on the value of the item rejected till such disposal. The decision of the Tender Inviting Authority or any officer authorized by him on the quality of the items supplied shall be final and binding.
- B. In case of supply of inferior products or products not conforming to specifications, the Tender Inviting Authority 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.
- C. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the supplier shall be liable for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
- D. Non performance of any of the contract provisions will disqualify a firm to participate in tenders issued by the Tender Inviting Authority for the next five years.
- E. In the event of making ALTERNATIVE PURCAHSE, the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the Tender Inviting Authority in making such purchases from any other source or from the open market shall be recovered from the Security Deposit or from any other money due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier or from his properties, as per rules.
- F. In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

#### 27. ARBITRATION

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Mission Director, Assam State AIDS Control Society or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of Assam State AIDS Control Society. The award of the arbitrator shall be final, conclusive and binding on all parties.

# 28. <u>SAVING CLAUSE</u>

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.

# 29. <u>LAWS GOVERNING THE CONTRACT & JURISDICTION</u>

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 the State of Assam only.

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# ANNEXURE I UNDERTAKING (by the Bidder)

To

5.

	Project Director, Assam State AIDS Control Society
	Tender 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 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 Office of
	to supply
	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 strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of
	(Hereinafter called the said
	Purchaser) as regards to the quality and specification of article shall be final and
	binding on me/us.
	a) Authorization from Manufacturer:- We shall furnish authorization from the
	manufacturer legally enforceable undertaking to the Purchaser in appropriate
	format obligations valid for a periodyears from the date of supplied equipment.
4.	We agree to the conditions of the tender under which the EARNEST MONEY

DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.

contract for delayed supply of the ordered items.

We hereby undertake to pay the penalty as per the terms and conditions of the

6. We agree to accept the amount of the bill to be paid by the purchaser after completion of all 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. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.

8. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.

9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.

10. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

# ANNEXURE -II

# MANUFACTURER'S AUTHORIZATION FORM (issued by the Manufacturer)

NO. DATED
To,
Project Director Assam State AIDS Control Society
Tender No.
Respected Sir,
Wewho are established and reputable manufacturers ofhaving factories at
registered office atpossessing
manufacturing License NodatedValid up to
hereby authorize (name and address of
representative and firm), to submit a bid and subsequently negotiate and sign the contract with you against
the above mentioned tender for the following items quoted.
1. 2.
We hereby certify that the Machine / spare parts do not contain any recycled or reconditioned parts or components
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.
(Attach Separate sheet if necessary)
SIGNATURE :
NAME & DESIGNATION :

# ANNEXURE-III A

# ANNUAL TURNOVER STATEMENT OF THE BIDDER

	The Annua	al Turnover of M/s			for the	
past th	nree financia	l years are given below and o	ertified th	at the statem	ent are true and correct.	
						-
	Sl No.	Year		Turno	ver in Lakhs	_
	1.	2010-11				
	2.	2011-12				
	3.	2012-13				
						_
		Total	-	Rs	Lakhs	
		Avg.	-	Rs	Lakhs	•
				Sign	ature of Auditor / Chartere	d
Date	:			215	Accountant	_
Seal	:			1)	Name in Capital Letters)	

# ANNEXURE-III B

# ANNUAL TURNOVER STATEMENT OF THE MANUFACTURER

sthree financial years are given below and certified that the statement are true and co  SI No.  Year  Turnover in Lakhs  1. 2010-11 2. 2011-12 3.  Total  - RsLakhs  Avg RsLakhs  Signature of Auditor / Capital Letter (Name in Capital Letter)	The Annual Turne	over of M/s		for the
1. 2010-11 2. 2011-12 3. 2012-13  Total - RsLakhs  Avg RsLakhs  Signature of Auditor / C	three financial years	are given below and certifie	d that the statemen	at are true and correc
2. 2011-12 3. 2012-13  Total - RsLakhs  Avg RsLakhs  Signature of Auditor / C	Sl No.	Year	Turnove	er in Lakhs
3. 2012-13  Total - RsLakhs  Avg RsLakhs  Signature of Auditor / C	1.	2010-11		
Total - RsLakhs  Avg RsLakhs  Signature of Auditor / C	2.	2011-12		
Avg RsLakhs  Signature of Auditor / C	3.	2012-13		
Signature of Auditor / C : Accountant		Total	- Rs	Lakhs
Accountant		Avg.	- Rs	Lakhs
Accountant				
	·:		Signati	ure of Auditor / Char
(como m cuptum 20			(Na	Accountant nme in Capital Letter

# ANNEXURE-IV Performance Statement (of the Bidder)

# Tender No:

S1.	Name of the product (Office Furniture, Hospital Furniture, Fixtures)	Year	Qty supplied	Value	Name and full address of the purchaser
	1	2	3	4	5
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(Please use additional sheets if required)

SIGNATURE :

NAME & DESIGNATION :

DATE :

# ANNEXURE-V

# <u>CERTIFICATE OF SALE TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT</u>

# (To be filled by the applicant)

1.		·	yle in whi												or
2.	app	olicant	is	inter	ested	in	ł	nis	indi	vidu	al	or		fiducia	ary
							•••••				•••••		••••		•
		Places ntioned)	of busi						-						be
3		ces of bu	ts, taluks a	and div	visions ir e furnishe	n whiced).	h the	applica	ant is	asses	ssed	to Sal	es T	ax (All t	
											• • • • • •	•••••	••••		
4	<b>a.</b> ]	Γotal con	tract amo	unt in 1	the prece	eding t	hree y	ears.							
			i. 2010		1	υ	,								
			ii. 2011	1-12											
			iii. 2012												
	b.	Particul	ars of Sale		for the p	recedi	ing thi	ee vea	rs.						
			otal T.O.		Total T		_	l Tax p		Bala	ance	Due	R	easons f	for
Y	ear	as	sessed Rs	s. A	Assessed	Rs.		Rs.			Rs.		b	alance I	Rs.
2010	)-11														
2011	-12														
2012	2-13														
	c.		has been							eturn	ıs we	ere su	bmit	ted any,	, if
		there we	ere, the di	vision	in which	the re	eturns	were s	ent.						
	d.	Whethe	r any pena	al actio	n or pro	ceedin	g for	he rec	overy	of S	ales '	Tax is	s pen	ding	

**e.** The name and address of Branches if any:

I declare that the above mentioned information is correct and complete to the best of my knowledge and belief.

SIGNATURE

NAME & DESIGNATION :

DATE :

#### **Enclosure of ANNEXURE-V**

## (To be issued by the Sales Tax Assessing Authority)

Date Seal : Deputy / Asst. Commercial Tax Officer

Note : Separate certificates should be obtained in respect of each of the place of

business of the applicant from the Deputy Commercial Tax officer

or

Assistant Commercial Tax Officer having jurisdiction over that place.

Tender No:

# UNDERTAKING FOR EMBOSSMENT OF LOGO

We M/s	do	hereby	declare	that,	if
favored with an order, we will supply the Office/ Hospital Furni	iture	/Fixtures	/ embos	sed w	ith
ASACS Logo and the words "ASSAM STATE AIDS CONTROL	L SC	OCIETY	SUPPL	Y" or	as
per any other instructions given in this regard.					

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM:



LOGOGRAM

# ANNEXURE - VII

# Declaration on Manufacturing Facilities by the Manufacturer

Tende	r No	
For su	pply of	
1.	Name of the manufacturer	:
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	:
12.	Name of Govt. Departments/ Pvt. Institutions to which the bidder already supplied the items with quantity value and supply period	: As per enclosure
18.	Has the bidder ever been black listed by any govt. agency? If yes, give details.	:
14.	Are any cases pending in the court related to any supplies? If yes, give details	

15.	Does the firm have the adequ Inspection and quality control Please give details	
I,	Trouse give details	Prop./partner/Director of M/s
	by declare that the information yledge & belief.	given in this form is true and correct to the best of my
	ormance Security Deposit and bl	Authority forfeiting the Earnest Money Deposit and/or lacklisting us for a period of 5 years, if any information
	s is proved to be false at the time itions of the contract	e of inspection and non – compliance with terms and
I offe	er to supply the items mentioned	d in the schedule (enclosed in price bid) at the rates quoted
there	in. I agree to hold this offer for	one year after finalization of rate contract.
SIGN	NATURE	:
NAM	ME & DESIGNATION	:
DAT		:
	E & ADDRESS OF THE UFACTURER	:

★ The details of manufacturing unit shall be for the premises where items quoted are actually

manufactured.

# Annexure –VIII A List of items quoted

	Sr.	Description of Items	Manufacturer's	Warranty	Price	Technical
	No.	Group ()	Name	Period in	Quoted/	Specifications
				Years	Not	Attached/Not
					Quoted	Attached
L						

SIGNATURE :

NAME & DESIGNATION :

DATE :

# Annexure –VIII B

# **Technical Compliance Statement**

Tender	No.

Sr. No.	Name of the Item Group()	Technical Specifications as per Tender (Annexure-XIII)	Technical Specifications quoted by the bidder	Deviations, if any

SIGNATURE :

NAME & DESIGNATION :

DATE :

# ANNEXURE IX

# UNDERTAKING ON FRAUD & CORRUPTION (for bidder)

We			•••••	do he	ereby un	dertake th	at, in com	peting	for (and	d, if the	award is
made	to	us,	in	executing	the	subject	contract	for	supply	of of	Hospital
Furnitu	ıre/Fix	xtures	/Equi	pments/Ins	truments	un	der	tender	re	eference	no
								we	shall str	rictly of	serve the
terms a	and co	nditio	ns ag	ainst fraud	and corr	ruption in	force in the	e count	try.		
~~~~~	<b></b>	_									
SIGNA	ATUR	E			:						
NAME	E & D	ESIG	NATI	ON	:						
DATE					:						

## ANNEXURE– X ASSAM STATE AIDS CONTROL SOCIETY

#### **AGREED TERMS & CONDITIONS**

	Tender No. & Date	
A. Details of Bidder		
Bidder Name:		
Offer Ref:	Contact Person:	
Telephone No:	Signature:	
Fax No:	E-mail:	

- B. <u>Definitions</u>
  - 1. "Purchaser" means the Project Director, Assam State AIDS Control Society or his authorized representative.
  - 2. "Bidder" 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 purchaser or any other place as decided by the Purchaser.

NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid, (Cover A). 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.

S1	Description	Vendor's Confirmation
No		(Confirmed/Noted/Deviation
		furnished separately)
1	C. Technical	
2	Confirm that you meet the eligibility criteria as per bid	
	document and have furnished relevant documents.	
3	Confirm acceptance of Technical Specification and	
	scope of supply as per Tender Document.	
4	In case of deviations, confirm that the same have been	
	highlighted separately	
5	Confirm that literature and technical data, wherever	
	applicable, have been enclosed	
6	Confirm that all certificates/ documents furnished	
7	Confirm that Earnest Money Deposit (EMD) as per bid	
	document has been furnished in Cover A	
	D. Commercial	
1	It is noted that any deviations to the commercial terms	
	and conditions shall lead to loading of prices or	
	rejection of offer	

		1
2	Confirm that the quoted landed price is inclusive of cost	
	of containers, packing & forwarding charges, freight,	
	insurance and all duties and taxes viz. Excise Duty, Sales	
	Tax/VAT.	
3	Confirm furnishing of price break-up of each item	
	showing basic price of item and Tax/VAT on %age of	
	basic price to arrive at landed price in D2 above	
4	It is noted that the statutory variations 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 Excise	
	Duty at the time of supply due to various reasons,	
	including turn-over, confirm that the same shall be	
	borne by supplier.	
6	If clause 5 above is not acceptable, advice maximum	
U	possible rate of additional ED chargeable; this shall be	
	loaded to your price	
7	Confirm that in case any new or additional duties and	
/	· ·	
	taxes are imposed after the contractual delivery date	
	due to delays attributable to the supplier the same shall	
	be borne by the supplier. This will be in addition to	
- 0	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 value	
9	Confirm acceptance of Delivery Period as indicated	
	under clause 17 (c) of the bid document	
10	Confirm acceptance of relevant payment terms	
	specified in the bid document	
11	It is noted that delivery period, price reduction,	
	termination etc are subject to Force Majeure Condition	
	as stipulated in the bid document	
12	Confirm that the quoted prices are in Indian Rupees	
	and shall remain firm & fixed till complete execution of	
	the order.	
13	a) In case you are a manufacturer confirm that the	
	prices quoted are not higher in any respect than MRP	
	b) In case you are a dealer/ distributor / authorized	
	agent, confirm that the prices quoted are as per	
	manufacturer's price list with appropriate discount	
	(Copy of Price list to be enclosed)	
14	Packing / forwarding, transportation, loading/	
	unloading and insurance are supplier's responsibility.	
	However, to protect the items from physical damages	
	and/or deterioration due to weather during transit,	
	supplier to ensure proper packing & handling	
	arrangement. Please confirm compliance.	
15	Confirm that security deposit of 5 % of the total order	
1.5	value in the form of a Bank Guarantee from a	
	nationalized Bank shall be furnished, which will be valid	
16	for a period of 6 months from the date of order.	
16	a) Confirm that all inspection & testing charges	
	including 3rd 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 equipment	
17	a) Confirm that erection, commissioning, trial run and	
1,	handing over to the purchaser, after successful	
	commissioning is your responsibility at no extra cost.	
	b) Specify facilities (if any), like water supply/ electric	
	power to be provided by the purchaser for	
	commissioning of the equipment.	
18	Packing / forwarding, transportation, loading/	
10	unloading and insurance are your responsibility.	
	However, to protect the equipment from physical	
	damages and/or deterioration due to weather during	
	transit, you are to ensure proper packing & lifting	
	arrangement. Pl confirm compliance.	
19	The material / equipment shall be guaranteed against	
1)	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. Should any defect	
	detected or develop during the guarantee period, it	
	shall be remedied promptly free of cost by the supplier	
	and all expenses including transportation of goods	
	necessitated for such repair and replacement shall be	
	done by the supplier. Pl confirm acceptance.	
20	Confirm acceptance of Repeat order within 12 months	
20	from the date of initial order at same price and terms &	
	conditions.	
21	In case of material having shelf life, confirm that you	
21	have declared the same with the expiry date. Also	
	confirm that such materials shall be dispatched within	
	30 days from the date manufacture	
22	It is noted that the purchaser would disown any	
22	responsibility / liability towards irregularity,	
	contravention or infringement of any statutory	
	regulations including those of patent, on manufacture	
	or supply of goods covered by the order	
23	Terms & Conditions indicated in this format shall not be	
23	repeated in the bid. Terms & Conditions indicated	
	elsewhere and contradicting those in this format shall	
	be ignored. Confirm compliance	
24	Confirm that you shall observe the highest standard of	
<i>2</i> -r	ethics during bidding and in case favoured with an	
	order, the execution of the order will be completed,	
	without resorting to any fraud, corruption and/or	
	coercion.	
25	Confirm that the offer shall be valid for a period of 90	
23	_	
	days from the date of bid opening	

SIGNATURE & DATE

NAME & DESIGNATION : NAME & ADDRESS OF THE

FIRM :

# ANNEXURE – XI CHECK LIST

Sl No.	Cover A	Yes	No
1.	Court Fee Stamp/IPO & Tender Document Fee furnished		
2.	EMD in the form of DD furnished		
3.	Documentary evidence for the Constitution of the company		
4.	Duly attested / notarized copy of License issued by the		
	competent Licensing Authority for the products quoted		
5.	Attested Photocopy of Import license if any		
6.	The instruments such as Power of Attorney, Resolution of		
	Board etc.		
7.	Undertaking as per Annexure I		
8.	Manufacturer's Authorization as per Annexure II		
9.	Attested copy of CE/US FDA Certificate		
10.	Attested copy of OHSAS 18001:2007 certificate for hospital		
	equipments & instruments		
11.	Attested copy of ISO 9001:2000/ISO 14001:2004		
	certificates for hospital equipments & instruments		
12.	Attested copy of OHSAS 18001:2007 certificate for hospital		
	furniture and fixtures		
13.	Attested copy of ISO 9001:2000/ISO 14001:2004 certificate		
	for hospital furniture and fixtures		
14.	Attested copy of ISO 9001:2000 certificate for surgical		
	hollow wares		
15.	Annual Turnover Statement for 3 years (Annexure – III A &		
	Annexure –III B)		
16.	Performance Statement as per Annexure IV		
17.	Sales Tax Clearance Certificate as Annexure V		
18.	Undertaking for Embossment of logo as per Annexure VI		
19.	Details of Manufacturing Unit as per Annexure VII		
20.	List of items quoted with name of Manufacturer as per		
	Annexure VIII A		
21.	Technical Compliance Statement as per Annexure VIII B		
22.	Undertaking on Fraud & Corruption as per Annexure IX		
23.	Agreed Terms & Conditions as per Annexure- X		
	SI Cover B Yes No		
24.	Price Bid as per Annexure XII		

# ANNEXURE XII E

# PRICE BID FOR GROUP "E" ITEMS

Tender No.
------------

SL	DESCRIPTION OF ITEM Group(E)	Quantity in Nos.	Basic Rate per No. (in Rupees)	GST (in Rupees)		ount (in rupees) x (4+5)
		2	(III Rupees)	~		
1	2	3	4	5		6
			•		In Figures	In Words

SIGNATURE :

NAME & DESIGNATION :

DATE :

# ANNEXURE XIII A

**SPECIFICATIONS & DETAILS OF ITEMS** 

SI No	Items	Images
1	Training Room Chair:-  Description: The seat and back are made from 1.0cm thk. Hot pressed water resistant, commercial plywood upholstered with P.U. foam and fabric. BACK SIZE: 42.0cm. (W) X 27.0cm. (H) SEAT SIZE: 42.0cm. (W) X 42.0cm. (D). The Polyurethane foam is moulded with density = 45+/-2 kg/m3 and Hardness = 20 +/- 2 kg. on Hampden machine at 25% compression. UNDERSTRUCTURE ASSEMBLY: The assembly is a mainframe made of dia. 2.54cm. (1") x 14 BG M.S.E.R.W. tube and a welded leg tube made of dia. 2.54cm.(1") x 18 BG M.S. E.R.W. tube to the form the complete assembly which is black powder coated.	
2	Executive Chair (High Back):- Description: Revolving mid back chair with center tilt syncro mechanism. Should be 360 revolving type with 17° maximum tilt on pivot at center. Should have tilt tension adjustment. Should have upright locking. The seat and back are made up of 1.2 cm. thick hot-pressed plywood, upholstered with fabric upholstery covers and moulded Polyurethane foam. The back foam is designed with contoured lumbar support for extra comfort. The seat has extra thick foam on front edge to give comfort to popliteal area. The one-piece armrests are injection moulded from black Co-polymer Polypropylene. The pedestal is injection moulded in black 30% glass-filled Nylon and fitted with 5 nos. twin wheel castors. The pedestal is 66.0cm pitch-center dia. (76.0 cm with castors.). Overall dimentions: 760 W x 760 D x 855 – 975 H x 425 – 545 SH	
3	Almirah (Big size):- Description :Welded Almirah made with 0.8mm thk CRCA steel epoxy powder coated, SIZE: 916 mmW x 486 mm D x 1981 mm H. The almirah should have 4 nos adjustable full shalves. Should have hinged door arrangement and the lock should have 3 way locking machanism. Should have screw type leveler for adjusment.	

4	<b>Library Almirah</b> :- Description: Multibend construction with press fit fastner free design. Door with equalizing scissor mechanism for easy opening and closing. 10 lever cam lock. 330 mm clear space, anti corrosion treated components and oven baked powder coating process. Dimension Outer: 1736H x 914W x 320D mm Top, bottom, LH & RH sides and back material thickness = 0.8 mm. Removable Glass Door with 3 mm Glass (4 Nos) with equalizing mechanism for easy operation. 4 Nos shelf with stiffener to take more load of material thickness = 0.8 mm. 330mm Clear space for more storage.	
5	Laboratory Stool:- Description: SS Top Stool is mounted on four leg base and has screw nut mechanism for height adjustment. Overall Sizes: Base outer dia 538 mm (H) Adjustable from 470 mm to 655 mm. Leg: is made of MS ERW- Tube. Top Plate is made of S.S 202 Sheet. Legs Shoe: is made of Nylon 6 Plastic bush to avoid contact between metal and floor surface.	
6	HOSPITAL BED:- Description: Ayush Semi Flower Bed is a semi function bed, which has an Adjustable Backrest and a fixed lower section. Overall Sizes: (L) 2268 mm x (W) 922 mm x (H) 610 mm. Bed Frame: is made of ERW Round Tube of 1.6 mm. Lying Surface: Sheet Metal lying Surface Of 1.0 mm is made of CRCA. Castors: High endurance metal series castors are provided with dual locking arrangement which provide better stability to bed in the locked position	
7	Wheelchair:- Description: Chrome finished wheelchair foldable type with Flexible leatherite seat and flexible back. wheel type is Mag wheels ,Overall Sizes: (L) 790mm x (W) 600mm x (H) 870 mm . Foldable frame structure is made of Ø22x1.2mm steel tube, A3 carbon steel with chrome finish. Cross bar made of Ø25.4x1.2mm A3 carbon steel .Rear wheel 24 inch Solid Mag wheels with alloy in the rim and solid rubber lining for the wheels for strong and sturdy performance. Seat Double layered leatherite seat. Push handle is provided with Moulded PVC grip to push the wheelchair. Brakes Hand brakes provided to lock the wheelchair at desired location. Hand rim: Intgrated handrim provided to drive the wheel chair.It is made of Ø16x1.2mm A3 carbon steel with chrome finish.	

8	EXAMINATION TABLE BASIC:- Description: Elixir Examination table Basic has gas-lift assisted head rest with continuous adjustment from 0° to 30°. Homogeneous soft forms with rounded edges evoke feeling of comfort. Overall Sizes: (L)1957mm X (W)625 mm X (H)808, Mattress and Upholstery: Is made of PU molded foam with density 50-55 and thickness of 23 mm. Under Structure: Under Structure and top frame is made of MS square tubes with unique styling that provides better strength and stability	The state of the s
9	TWO STEP STOOL:- Description: The Two step stool is a sturdy stool for supporting the patient while accessing the bed or examination table. Overall Sizes: (L) 665 mm X (W) 485 mm x (H) 393 mm. Under Structure: The understructure is made of M.S having a thickness 1.2 mm. Stool Top: Steel metal top is provided for standing purpose. Rubber Mat is placed on the sheet metal top for getting a good grip while climbing	
10	THREE FOLD SCREEN: Description: The fold screen is a portsble screen on castors having three screen which can be folded to provide privacy in recovery ward. Overall Sizes: (L) 2637 mm X (W) 640 mm X (H) 1720 mm. The Fix Frame, Movable frame is made of E.R.W Tube of 1.2mm thick. Leg Frame is made of E.R.W of 1.6mm thick and provide Plastic Bush for holding Pipe.	
11	TABLE 1:- Description Work table of the SIZE of 1365 mm W* 680 mm D* 735mm H with round tubular under structure of steel of 25.4mm dia and 1.2mm thick and a footrest. consisting of 3 drawer unit on Left Side and 2 drawer unit on Right Side The work surface should made of be 18.4 mm thick pre-laminated board and all the edges of the work surface should be duly sealed with 2mm thick PVC Beading .It Provide 10 Lever cam Lock.	
12	TABLE 2:- Description: Work table of the SIZE of 1199mm W* 590mm D* 735mm H with round tubular understructure of steel of 25.4mm dia and 1.2mm thick and a footrest. consisting of 3 drawer unit on Right Side The work surface should made of be 18mm thick prelaminated board and all the edges of the work surface should be duly sealed with 2mm thick PVC Beading .It Provide 10 Lever cam Lock.	

13	TABLE 3:- Description: The Stylo table SIZE: 1200 W mm x 600 D mm x 750 H mm is made of 18mm Prelam Particle Board, 3mm Prelam MDF Board. With other features like BM Slide for Keyboard, Locking Bracket, Angle Clit and Castor Mounting Plate,	
14	<b>Computer Table :-</b> Size:1230 x 610 x 770 is made of particleboard feature keyboard pull out trays and lockable castors	
15	3 Seater on Beam with Arms:- The 3 seater seating system standing on connecting beam with leg assemblies with arms. Size: 94.0 W x 46.0 x 85.0 CM & Total Width 110.0 cm x Total Depth 57.0 cm. Armrest: It is made up of oblong tube of size 35mm x 15mm x 1.6Thk. & Dia. 15mm bright bar welded to seat & back frame assembly. It is a U-shaped fabricated assembly made of Dia. 3.81cm. (1 ½") x 14 BG. MS ERW twin tubes. The connecting tubes are welded together with MS base plates made of 12BG thick CR. Steel and mounting plate made of 0.5cm thk HR Steel. Threaded inserts are provided on both ends of each connecting tube for fixing leg assembly on each side. Leg assembly: It is a 2-piece fabricated to form a box section made of 16BG thk. CR steel. Threaded nuts are welded to the box section for fixing adjustable glide screws.Center piece is 18mm MDF, membrane formed with 0.4mm thick PVC Foil Black colour.	
16	Executive Chair (Mid Back):- SEAT/BACK ASSEMBLY: The seat and back are made up of 1.2 cm thick hot pressed plywood, upholstered with fabric and moulded Polyurethane foam with PVC lipping all around. The back foam is designed with contoured lumbar support for extra comfort. SEAT SIZE: 43.0cm. (W) X 41.0cm. (D). The Polyurethane foam is moulded with density = 45 +/-2 kgs. / M3 and Hardness = 20 +/-2 on Hampden machine at 25% compression It is featured with permanent contact mechanism which is designed with the following featuresm like 360° revolving type 14° maximum back-tilt only.Upright position locking. Tilt tension adjustment. The pneumatic height adjustment has an adjustment stroke of 12.5 cm.	

17	Plastic Chair: - MID Back Chair, Height preferable 790mm	
18	Stainless Steel Perforated Dustbin: Product material: Stainless Steel 201 Grade polished on it. Dimensions L*H: 7" x 10"dustbins are used as waste basket for dry waste like papers and office waste & also used as Laundry hamper for soiled clothes. Long Lasting life, corrosion and rust free	
19	Conference Table :- It is made of particle board and has wire management facilities for uncluttered wiring. It has profiled legs with twin colored modesty for better looks. SIZE: (a) Single 675.0 W X 600.0 D X 750.0 H mm (b) Double: 1350.0 W X 600.0 D x 750.0 H mm. Work surface: Top thickness is 25mm PLB with PVC beading allover. Legs: Made from 18mm thick PLT having curved profile. Modesty: Made from PLT (Prelaminated Twin) boards 18mm thick in two shades. Wire Manager: A Wire Manager running along the width of desk fitted on the modesty Panel from Inside.	
20	Industrial 2 WHEELED BIN 120 L	
21	4 Door PLU + LKR, Dimension: (1830H x 380W x 450D)	
22	Gain uses floor-to-ceiling vertical wall space optimally with overhead storage unit, Shelved cabinets made up of main and add-on units ensure use of full width of available wall-to-wall horizontal space. Widths ranging from 400mm to 1000mm allow the flexibility to use small as well as large spaces optimally, Design ensures that it takes care of active, anticipated and archival storage needs, Label holders can be put up for easy access and retrieval of files, Storage flexibility achieved	

through use of adjustable shelves	
23 Adjustable reclining chair for blood sample collection. Steel tube structure, fixed hight. Seamless cushion, PU foam. Back section and leg section adjustable.	

# ANNEXURE-XIV

# Form of Agreement THIS CONTRACT AGREEMENT is made

This day of month
BETWEEN
(1) Name and Address of the Purchaser:
(2) Name and Address of the Supplier:
WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called "the Contract Price")
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
<ol> <li>In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.</li> </ol>
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:
(a) This Contract Agreement
(b) Special Conditions of Contract
(c) General Conditions of Contract
(d) Technical Requirements ( including Technical Specifications)
(e) The Supplier's bid and original Price Schedules
(f) The Purchaser's Notification of Award
(g) [Add here: any other documents]

3. 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.

4. 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.

For and on behalf of the Purchaser
Signed:
In the capacity of [insert: title or other appropriate designation] In the presence of
For and on behalf of the supplier
Signed:
In the capacity of [insert: title or other appropriate designation]
In the presence of