

**ASSAM STATE AIDS CONTROL SOCIETY (ASACS)
KHANAPARA, GUWAHATI, ASSAM 781022**

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Bid Reference no. ASACS/NACP-IV/PROC/WIC/2020/1160/47

Dated:24/01/2020

e-TENDER DOCUMENT

**RATE CONTRACT FOR SUPPLY,
INSTALLATION AND
COMMISSIONING OF WALK IN
COLD ROOM**

**Office Address: Khanapara, Guwahati -781 022
Tel. : (0361) 2360524**

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NOTICE INVITING e-TENDER

Bid Reference No. ASACS/NACP-IV/PROC/WIC/2020/1160/47 Dated 24/01/2020

Online Bids through e-Tender portal (<https://assamtenders.gov.in>) are invited from eligible bidders for supply, installation & commissioning of WALK IN COLD ROOM in different areas of the state Assam on one year rate contract as per the particulars mentioned below:

Sl. No.	Particulars	Date and time	
1.	Date & time of release of bid	24.01.2020 5.00 PM	
2.	Date & time of Pre-bid meeting	29.01.2020 11.00 AM Venue : Office of the Project Director, Assam State AIDS Control Society, Khanapara, Guwahati (Assam) 781022	
3.	Date & time of Online bid submission	Start Date & Time	End Date & Time
		30.01.2020, 2PM	13/02/2020, 5 PM
4	Date & time of online Technical bid opening	14/02/2020 11 AM	
5	Date of demonstration of Equipment (if required by the Tender Inviting Authority for some equipments)	To be informed to those bidders whose bids are found to be technically responsive based on documents furnished in technical bid.	
6	Date of opening of Price Bid	To be informed to the qualified bidders	

The bid document with all information relating to the bidding process including cost of bid document, EMDs, Prequalification criteria and terms & conditions are available in the websites <https://assamtenders.gov.in> The Authority reserves the right to accept / reject any part thereof or all the bids without assigning any reason thereof.

Sd/-
Project Director
Assam State AIDS Control Society

SECTION I

INSTRUCTION TO BIDDERS

The Assam State AIDS Control Society - ASACS (Tender Inviting Authority) The Assam State AIDS Control Society is a registered society under the Societies Registration Act, 1860 which receives fund from Govt. of Assam & Govt. of India under Domestic Budgetary Support for implementation of National AIDS Control Programs (NACP) in the State of Assam.

Under Blood Safety program, ASACS aimed to ensure reduction in the transfusion associated with HIV transmission to 0.5 percent, while making available safe and quality blood within one hour of requirement in a health facility. The activities and functioning of a network of Blood banks in the state is supervised to ensure optimal quality. In addition to this, the programme also encourages Voluntary blood donation in association with other organization like Red Cross Society, Nehru Yuva Kendra, National Service Scheme, etc in all the districts.

1.1 This 'Bid Document' contains the following:

Section I : Instruction to bidders

Section II : Scope and Description of Contract

Section III : Bid Schedule

Section IV : Schedule of Requirement

Section V : Specific Conditions of Contract

Section VI : General Conditions of Contract

Section VII : Technical Specifications

Section VIII : Formats for bidder for Submission of Bid (Technical bid)

Section IX : Annexures [Formats for the successful bidder(Supplier) after finalization of bid]

1.3 The bid documents published by the Bid Inviting Officer (Procurement Officer Publisher) in the **e-procurement portal** <https://assamtenders.gov.in> will appear in the "**Latest Active Tender**". The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the bid will be for specific period of time till the last date of submission of bids as mentioned in the **Bid Schedule (Section III)** after which the same will be removed from the list of "**Latest Active Tender**".

1.4 PARTICIPATION IN BID

1.4.1 PORTAL REGISTRATION:

The bidder intending to participate in the bid is required to **register in the e-procurement portal** using an active personal/official e-mail ID as his/her Login ID and attach his/her valid **Digital signature certificate (DSC) - Class II or III** to his/her unique Login ID. He/She has to submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the **State Procurement Cell** after verification of original valid certificates/documents such as (i) PAN and (ii) GST Registration Certificate. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication, bidder can participate in the **online bidding process**.

1.4.2 LOGGING TO THE PORTAL:

The Bidder is required to type his/her *Login ID* and password. *The system will again ask to* select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the **Certificate Revocation List (CRL)** of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

1.4.3 DOWNLOADING OF BID:

The bidder can download the bid of his / her choice and undertake the necessary preparatory work **off-line** and upload the completed bid at their convenience before the closing date and time of submission.

SECTION II

General Definitions & Scope of Contract

2.1 General Definitions

- 2.1.1 *Department* means Health & Family Welfare Department, Government of Assam.
- 2.1.2 *Government* means Government of Assam.
- 2.1.3 *Bid / Tender Inviting Authority* is the Project Director or authorized person of ASACS by the Project Director, who on behalf of the User Institution/Government or the funding agencies calls and finalize bids and ensure supply, installation and after sales service of the equipments procured under this bid document.
- 2.1.4 *Bid Evaluation Committee & Technical Committee* are Committees authorized by the Project Director of ASACS to decide on the purchase of the drugs and equipments to be procured by the ASACS.
- 2.1.5 *Blacklisting/debarring* – the event occurring by the operation of the conditions under which the bidders will be prevented for a period of 3 years from participating in the future bids of Tender Inviting Authority/User Institution, more specifically mentioned in the **Specific Conditions of Contract (Section V)** and **General Conditions of Contract (Section VI)** of this bid document, the period being decided on the basis of number of violations in the bid conditions and the loss/hardship caused to the Tender Inviting Authority/User Institution on account of such violations.

2.2 Scope

2.2.1 The bids are invited for the supply, installation and commissioning walk in coolers which includes

- i) Supply, installation and commissioning of walk in coolers as per technical specification of the bid.
- ii) Installation and commissioning of walk in coolers in the specific sites and providing necessary training for operation and maintenance of the equipments
- iii) The supplier will provide 6 (six) years warranty from the date of installation and commissioning that will include Comprehensive Annual Maintenance Contract (CAMC) including all spare parts and repairs years after the expiry of warranty period of 1 (One) year.

SECTION III

TENDER SCHEDULE

3.1. Bid Details

1.	Bid Reference No.	ASACS/NACP-IV/PROC/WIC/2020/1160/ 47 Date:24/01/2020		
2.	Cost of Bid Document	Rs.1,000/-		
3.	Earnest Money Deposit	Sl.	Name of the Item	EMD (Rs.)
		1	Supply, Installation & Commissioning of Walk in Cold Room	1,00,000/-
		<i>Note: The EMD may be furnished in the shape of DD / BG & the details of DD / BG is to be furnished in Format T3. In case of BG(s), it must be submitted in the required format at Annexure V, which is / are to be valid For 3 months</i>		
4.	Validity of bid	Bids should be valid for a minimum period of 90 (ninety) days from the date of opening of technical bid for the purpose of bid evaluation / finalization of rate contract.		
5.	Performance Security	5% of the purchase order price (for successful bidders)		
6.	Validity of Performance Security	Up to 90 days after the date of completion of the contractual obligations including warranty period.		

3.2. Important Dates:

Sl. No.	Particulars	Date and time	
1.	Date & time of release of bid	24/01/2020, 5.00PM	
2.	Date & time of Pre-bid meeting	29/01/2020, 11 AM Venue : Office of the Project Director Assam State AIDS Control Society Khanapara, Guwahati-22	
3.	Date & time of Online bid submission	Start Date & Time	End Date & Time
		30/01/2020, 2PM	13/02/2019, 5 PM
4	Date & time of online Technical bid opening	14/02/2020, 11 AM	
5	Date of demonstration of Equipment (if required by the Tender Inviting Authority for some equipments)	To be informed to those bidders whose bids are found to be technically responsive based on documents furnished in technical bid.	
6	Date of opening of Price Bid	To be informed to the qualified bidders	

SECTION IV

SCHEDULE OF REQUIREMENT

Important Notes:

1. The bidders shall have to quote the **price of CMC** in the price BoQ (attached as excel file) in e-tender portal under this tender reference no.

4.2 Technical Specifications:

The detailed technical specifications and other quality parameters of the Fully Automated Blood Grouping & Cross Matching Machine/ Equipments are mentioned in [Section VII](#).

SECTION V

SPECIAL CONDITIONS OF CONTRACT

5.1 Time Limits Prescribed

<u>Sl. No</u>	<u>Activity</u>	<u>Time Limit</u>
5.1.1	Time limit for supply, installation & Commissioning	60 days from date of issuance of Purchase Order.
5.1.2	<i>Comprehensive warranty period</i>	On site, 1 years from the date of installation
5.1.3.	<i>CMC period</i>	5 years CAMC after warranty period
5.1.4	<i>Preventive maintenance visits to all User Institution concerned during Warranty/CMC</i>	One visit every three month(4 visits in a year) For Periodic /preventive maintenance and any time for attending repairs/break down calls.
5.1.5	<i>Frequency of payment of CMC charges</i>	Payments shall be on a six month basis as per the approved rate of CAMC.
5.1.6	<i>Submission of Performance Security and entering into contract</i>	10 days from the date of issuance of Letter of Intent.
5.1.7	<i>Maximum time to attend any Repair call</i>	<i>Within 48 hours</i>

5.2 Pre qualification of Bidders:

5.2.1 The bidder should be a manufacturer/ Dealer/ Distributor of Walk in cooler having requisite manufacturing facility and should have been in the business for at least **last three years**.

Or

The bidder should be an Authorized dealer/ distributors of a manufacturer or Indian Agent of an overseas vendor are also eligible to participate in the tender, provided they furnish the authorization for the items.

5.2.2 Only, the bidders who have prior experience in supply, installation and commissioning of walk in cooler in Govt. Hospitals/ Reputed Private Hospitals/Govt. Departments/ Govt. Mission/ Govt. Societies in **Assam / Meghalaya** during the last **three years** may apply.

- 5.2.3 The bidder should have Proof of annual average turnover of Rs.50,00,000.00 (Fifty Lakh) or more in the last 3 (three) financial years certified by the Chartered Accountant as per the format at Format T7.
- 5.2.4 For supply, installation & commissioning of walk in cooler, the bidder should have authorization from the OEM in the prescribed format – Format T6
- 5.2.5 The bidder should submit the valid product standard certificate such as ISO 9001 certificates of the manufacturer.
- 5.2.6 The bidder who has been blacklisted either by the Tender Inviting Authority or by any state Govt. or Central Govt. organization is not eligible to participate in the bid during the period of blacklisting.
- 5.2.7 The bidders shall have to submit the EMD (s) & the Bid document cost as mentioned in **Section-III**.
- 5.2.8 Presence of authorized service centre in Assam for the last three years is mandatory. **Please submit copies of invoices of last 3/ 5 years of any services provided by this service centers to clients in Assam and NE.** Please submit details in Format T4

SECTION VI

GENERAL CONDITIONS OF CONTRACT

6.1 Contents of the Bid Document:

This 'Bid Document' contains the following:

Section I : Instruction to Bidders

Section II : General Definition & Scope of Contract

Section III : Bid Schedule

Section IV : Schedule of Requirement

Section V : Special Conditions of Contract

Section VI : General Conditions of Contract

Section VII : Technical Specifications

Section VIII : Formats for bidder for Submission of Bid (Technical Bid)

Section IX : Annexures [Formats for the successful bidder (Supplier) after finalization of bid]

6.2 Bid Document:

6.2.1 The detailed technical specifications and terms and conditions governing the supply, installation, commissioning and the after sales service of the equipments bided are contained in this "Bid Document".

6.2.2 The bid document shall be made available in the website <https://asacs.assam.gov.in> and <https://assamtenders.gov.in> for downloading. Bidder shall submit Bid Document cost (mentioned in Section III) as described in clause 6.5 and non submission of the same shall be one of the primary reasons for rejection of the offer in the first round.

6.2.3 The documents shall be submitted online through the e-Tender portal <https://assamtenders.gov.in> Bidders have to enroll themselves in the e-procurement portal and digital signature certificate is required.

6.2.4 The **general guidelines** on **e-Tender** process is as mentioned below :

6.2.4.1 Bidders should have a **Class II or III Digital Signature Certificate** (DSC) to be procured from the Registration Authorities (RA). Once, the DSC is obtained, bidders have to register in the e-procurement portal <https://assamtenders.gov.in> for participating in this bid. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

6.2.4.2 The e-Tender process comprises the stages viz. downloading the bid document, pre-bid meeting (as applicable to each bid), bid submission (technical cover and financial cover), opening of technical bid and opening of financial bids for the technically qualified bidders.

6.2.4.3 Payment of Bid Document Cost & EMD:

The **details of payment of document cost & EMD** is mentioned at clause 6.5

6.2.4.4 The details of documents (in PDF format) for online submission of technical bid is mentioned at clause 6.17

6.2.4.5 The blank price bid format should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details and upload the same back to the website.

6.2.4.6 Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

6.3 Responsibility of Verification of Contents of Bid Document:

6.3.1 The purchasers of the bid document shall examine all instructions, forms, terms and specifications in the Bid Document and verify that all the contents mentioned under clause 6.1, are contained in the 'Bid Document'.

6.3.2 Failure to furnish any information required by the bid documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

6.4 Guidelines for Preparation of Bid

- 6.4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and Assam State AIDS Control Society, Khanapara, Guwahati-781022 hereinafter referred to as “Tender Inviting Authority”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The **documents to be submitted** online are mentioned in clause 6.17.
- 6.4.2 In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the bid, except for un amendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the bidder.
- 6.4.3 Language of Bid:- The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- 6.4.4 The bid (in English Language only) for the supply of equipments mentioned in **Section IV** shall be submitted along with detailed specifications. A technical leaflet /brochure / literature shall be furnished.
- 6.4.5 The documentary evidence regarding past performance shall be submitted along with the Bid duly attested by the bidder on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialed by the person (s) signing the offer.
- 6.4.6 Bidder shall submit a declaration letter as per the format given as **Format T5** and copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the bid document.
- 6.4.7 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 6.4.8 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority (<https://asacs.assam.gov.in>).

However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.

6.5 Payment for e-Tenders (Bid document Cost & EMD)

6.5.1 The **bid document cost and EMD** shall be paid by the bidder in the following manner through the e-Tender system:

1. The **EMD** shall have to be furnished in shape of **Demand Draft (DD) / Bank Guarantee (BG)** from any nationalized/scheduled bank in India in favour of Project Director, Assam State AIDS Control Society, payable at **Guwahati (Assam)**. In case of BG, the EMD is to be furnished in the prescribed format enclosed at Annexure V.
2. The bidder has to furnish the **scan copy** (in PDF format) of the demand draft (s) along with other required document of technical bid through online submission on or before the due date & time of submission of technical bid.
3. However, the **original instrument** of the bid document cost & EMD(s) in a sealed envelope must reach the Tender Inviting Authority by post / courier on or before the opening of technical bid, failing which the bid shall be rejected. The sealed envelope containing the bid document cost & EMD should be clearly superscripted as: Bid document cost & EMD, Bid Reference No. and the name of the bidder.

6.6.1 The bidder has to submit the bid document cost as mentioned in Section–III in the form of Demand Draft in favour of Assam State AIDS Control Society payable at Guwahati and non-submission of Bid Document Cost as mentioned in **Section III** shall be one of the primary reasons for rejection of the offer in the first round.

6.6.2 All bidders shall pay bid document cost as per the instructions provided in clause 6.5. Bidders are **liable to pay bid document cost** even if any exemption is allowed in EMD.

6.7 Earnest Money Deposit (EMD) :

- 6.7.1 The amount of the EMD(s) to be submitted **per item** is mentioned at Section III and Non- submission of EMD as mentioned in **Section III** shall be one of the primary reasons for rejection of the offer in the first round.
- 6.7.3 EMD of unsuccessful bidders will be discharged/ returned within 30 days of finalization of tender.
- 6.7.4 The successful bidder's EMD will be discharged upon the bidders signing the contract and furnishing the performance security.
- 6.7.5 No interest will be paid for the EMD submitted.
- 6.7.6 The EMD will be forfeited, if a bidder;
 - 6.7.8.1 Misrepresents facts or submit fabricated / forged / tampered / altered / manipulated.
 - 6.7.8.2 withdraws bid after opening of technical bid;
 - 6.7.8.3 a successful bidder, fails to sign the contract after issuance of Letter of Intent
 - 6.7.8.4 fails to furnish performance security after issuance of Letter of Intent.

6.8 Deadline for Submission of Bid

- 6.8.1 Bidders shall upload all the necessary documents in the e-Tender portal before the last date & time for online submission and the Tender Inviting Authority shall not be held liable for the delay.
- 6.8.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Bid, in which case, all rights and obligations of the Tender Inviting Authority and the bidders previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

6.9 Modification and Withdrawal of Bids

6.9.1 The bidder can modify or withdraw bids submitted online before the last date & time for online submission.

6.10 Period of Validity of Bid

6.10.1 The bid must remain valid for minimum 90 (Ninety) days from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

6.10.2 The rate will be valid for 1 (one) year from the date of finalization of the tender. The validity of rates may further be extended with mutual consent. However, the Tendering Authority reserves the right to reduce/ cancel the validity period.

6.10.3 Withdrawal or non-compliance of agreed terms and conditions after opening the financial bid or execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful bidder.

6.11 Rejection of Bids:

6.11.1 The bids shall be rejected in case the bidder fails to meet the pre-qualification criteria as specified in Clause 5.2 of Section V

6.11.2 At any point of time, the Tender Inviting Authority reserves the right to reject the bid if the bidder fails to fulfil the terms & conditions of the bid document including technical specification, furnishing of relevant document & information in the required format of the tender and demonstration (wherever required) to the satisfaction of Tender Inviting Authority. The affidavit (Format T5), Manufacturer's Form / Manufacturer's Authorization Form (Format T6 / T7 as per the case) must be uploaded with the relevant signature (s) and seals as asked in the format.

6.12 Notices

6.12.1 The Tender Inviting Authority shall publish the following information on its website or e-Tender portal at the appropriate time as part of ensuring transparency in the bid process;

6.12.1.1 The bid notices, documents, corrigendum, addendum etc if any.

6.12.1.2 Amendments to the bid conditions, if any, especially after the pre-bid meeting.

6.12.2 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract

6.12.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

6.13 Other Terms and Conditions

6.13.1 All the terms and conditions in respect of warranty/guarantee, CMC/AMC, Training of Staff etc mentioned in **Section V** shall be complied with.

6.13.2 Technical Specifications and Standards:- The Goods & Services to be provided by the successful bidder under this contract shall conform to the technical specifications and quality control parameters mentioned in **Section VII of this document**.

6.13.3 The bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, GST, Customs Duties etc.

6.13.4 In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

6.14 Pre-Bid Meeting

6.14.1 A pre-bid meeting will be convened to clarify the doubts of the prospective bids. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the bid document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.

6.14.2 Date of pre-bid meeting is mentioned in **Section III**.

6.14.3 Pre-bid meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the bid document and to get the views of the prospective bidders, or any clarifications sought by the prospective bids on bid terms & conditions / specifications etc., as part of ensuing transparency in the bid process. Response to pre-bid queries if any by the prospective bidders shall be based on the written letters from

- 6.14.4 It is an opportunity for the prospective bidder to obtain all the details about the bided items, conditions governing the bids and also to get the explanation of any ambiguous condition that may be present in the bid document.
- 6.14.5 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc requested by the User Institution/funding agency, so as to make amendments in the bid document on the basis of expert advice.
- 6.14.6 Failure to attend the Pre-bid meeting will not be a disqualification, but a loss of opportunity for the prospective bidders to understand about the items bided and the bid conditions.
- 6.14.7 Filled up Bids (**Online Submission**) will be accepted only **after** the date of pre-bid meeting.

6.15 Amendment of Bid Documents:

- 6.15.2 At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal & ASACS website. The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to the bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

6.16 Submission of Bid

- 6.16.1 The bids are to be submitted on-line in two parts in the e-Tender portal. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
- 6.16.2 **PART-I as TECHNICAL BID** shall be submitted **on-line only** in the e-Tender portal with all the required documents as mentioned in **clause 6.17**.
- 6.16.3 **PART II as PRICE BID** (in the required Format) shall be submitted **online only**. The price bid format (excel sheet available in e-Tender portal) is specific to a bid and is not interchangeable. The price bid format file shall be downloaded from the e-Tender 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.
Multiple price bid submission by bidder shall lead to cancellation of bid.
- 6.16.4 The bidder should **check the system generated confirmation statement** on the status of the submission.

6.16.5 SIGNING OF BID

The bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the EMD/Bid Security shall stand forfeited & his/her name shall be liable for recommending for blocking of portal registration and blacklisting.

6.16.6 SECURITY OF BID SUBMISSION:

6.16.6.1 All bid uploaded by the bidder to the e-procurement portal will be encrypted.

6.16.6.2 The encrypted bid can only be decrypted / opened by the authorised openers on or after the due date and time.

6.16.7 RESUBMISSION AND WITHDRAWAL OF BIDS:

6.16.7.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

6.16.7.2 Resubmission of bid shall require uploading of all documents including price bid a fresh.

6.16.7.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

6.16.7.4 The Bidder can withdraw its bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Bid) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

6.16.7.5 The bidder should avoid submission of bid at the last moment to avoid the system failure & the like.

6.16.8 The details of the documents to be uploaded online are mentioned in **Clause 6.17.**

6.17 List of Documents in Bid Submission

The list of documents (**Scanned documents** to be uploaded **online** in **PDF format**) as a part of Technical Bid (PART I) is as mentioned below:

6.17.1 Bid Document cost [(Scanned copy of the DD in PDF)]

6.17.2 Earnest Money Deposit (s) [Scanned copy of the DD / BG in PDF]

6.17.3 Format – T1 (Check List)

6.17.4 Format – T2 (Details of Items quoted)

6.17.6 Format – T3 (Details of EMD submitted)

6.17.7 Format – T4 (Details of Bidder & Service Center)

6.17.8 Format – T5 (Declaration Form)

- 6.17.9 Format – T6 (Manufacturer’s authorization Form)
- 6.17.10 Format – 7(Annual Turnover Statement by Chartered Accountant)
- 6.17.11 Copies of the annual audited statement / Annual Report for 2016-17, 2017-18, 2018-19 (Provisional statement of account shall not be considered). In case of distributor, they have to furnish the audited statement / copies of the pages of the audited statement in Annual Report.
- 6.17.12 Format–T8 (Performance Statement of the Walk in coolers supplied, installed during the last three Years)
- 6.17.13 Copies of purchase orders & end user certificates in support of the information furnished in Format T-8
- 6.17.14 Format – T9 (Statement of deviation – Technical Specification)
- 6.17.15 Format – T10 (Para-wise compliance to Technical Specification)
- 6.17.16 Copy of the **Leaflets / Technical Brochures / Product Data Sheets** of the Model offered in support of the information provided in Format – T10
- 6.17.17 Copy of **Quality Certificates** (valid BIS / CE / US FDA / IEC etc. & ISO) of the product / organization (As per Section **VII** - Technical Specification).
- 6.17.17 Copy of the GST registration certificate
- 6.17.18 Copy of PAN and bank account details
- 6.17.19 Copy of IT Returns of the financial years 2016-17, 2017-18 & 2018-19

A **Copy of the all the above documents** uploaded in the **technical bid** shall **also to be submitted** alongwith the Original EMD (DD / BG) & Tender document Cost (DD) **on or before the scheduled online technical bid opening**. However, the copy of all documents to be submitted should be **exactly the same** as **uploaded in e-tender portal**. Copy of the documents to be submitted shall be only for the purpose of clarity / better visibility of the documents uploaded in case of any scanned documents uploaded (like product catalogues etc.) is not clear. In that case, the documents shall be considered for evaluation only **if the scan copy of the same is uploaded**.

Note: No price information to be furnished in the Technical bid.

6.18 Opening of Technical Bid

- 6.18.1 The technical bid opening is online. The date of technical bid opening is published in advance. The date of opening of price bid will be decided after demonstration (the items for which is decided by Tender Inviting Authority) for those bidders who qualify in the technical bid evaluation and shall be informed in advance.
- 6.18.2 The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives as per bid schedule. The prospective bidders or his/her representative can access to the on-line bid opening by logging in to the e-Tender portal with the registered digital signature. Bidders or his/her representative shall not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.
- 6.18.3 In the event of the specified date for opening of bid being declared holiday, the Bid shall be opened at the appointed time and venue on the next working day.
- 6.18.4 In the event of the claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, the bid shall be rejected. However, minor infirmities in the submission of documents will be allowed to be rectified by obtaining required clarification by the Tender Inviting Authority so as to ensure qualification of maximum number of competitive offers to the final round.
- 6.18.5 The bidder shall be responsible for properly uploading the relevant documents in the format specified in the e-Tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while submitting the on-line bid.
- 6.18.6 The date and time of Price Bid will be announced only after the opening of the Technical Bid and demonstration of the features, operation etc of the equipment by the bidders.

6.19 Evaluation of Bid

6.19.1 Bid Evaluation Committee

- 6.19.1.1 The documents submitted as part of the technical bids shall be scrutinized by a bid evaluation committee duly appointed.
- 6.19.1.2 The bid evaluation committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of bidder in the field, the financial solvency etc.

6.19.1.3 The decisions of the bid evaluation committee on whether the bidders are responsive or non-responsive will be published.

6.19.2 Technical Committee:

6.19.2.1 The demonstration (wherever required) shall be conducted by a Committee called the 'Technical Committee' in which external experts from the User Institutions/Funding Agencies may also be present.

6.19.2.2 The composition of technical committee may vary with the type of the equipment bided.

6.19.2.3 The decisions of the technical committee will also be published.

6.20 Clarification of Bids

6.20.1 During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the bidder(s) for clarification of points raised by the bid evaluation committee on its bids submitted.

6.20.2 The request for clarification and the response shall be in writing, either through email or fax or by post.

6.21 Demonstration of Technical Specifications & Performance:

6.21.1 Before opening of the Price Bid, if it is decided by the by the Tender Inviting Authority for certain equipment to have a demonstration of the equipment for assessing the compliance to the technical specification as indicated in **Section VII**, then the bidder shall arrange for demonstration of offered items (of the same make & model as offered in the bid) at Guwahati at it's own cost, either directly or through authorized Dealer /Distributors, as the case may be.

6.21.3 Failure to demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the Tender Inviting Authority will lead to automatic rejection of the bid and the price bid of such bidders shall not be considered for opening of Price bids.

6.21.4 The Tender Inviting Authority's/User Institution's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during demonstration as mentioned above.

6.22 Price Bids Opening

- 6.22.1 The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid and successful PDI /demonstration, conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.
- 6.22.2 Price Offered shall be in Indian Rupees. The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, Excise Duty, Sales Tax/ GST, Freight, Insurance, Installation / Commissioning , training (if necessary) etc and warranty maintenance for 3 years, showing the break – up of cost for taxes and duties. etc, and fulfillment of warranty/guarantee and after sales service to the satisfaction of the User Institution.
- 6.22.4 Fixed price: Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.
- 6.22.5 There shall also be no hidden costs.
- 6.22.7 Bidder shall quote prices in all necessary fields in the available format. The price shall be entered separately in the following manner:
- 6.22.7.1 Basic Price: Basic unit price should include the cost of **all accessories** which includes excise duty / customs duty, packing, installation, trining, insurance, forwarding /transportation (door delivery) with **3 (three) years onsite warranty, calibration charges if any & excludes GST**.
 - 6.22.7.2 Goods & Service Tax (GST): Applicable Goods & Service Tax (GST) shall be quoted in this column in numeric values and in Rupees (If the field is left blank, value will be taken as zero).
 - 6.22.7.3 The bidders shall offer the price which shall be inclusive of all the accessories to be supplied with the equipment as mentioned in the technical specification under **Section IV**.
 - 6.22.7.4 CMC (Comprehensive Maintenance Contract) Rates as per price schedule
 - 6.22.7.5 Bidder shall also quote CMC / AMC rates (exclusive of GST) for a period mentioned in clause 5.1 after comprehensive warranty period. The Rates of CMC for the prescribed period as per clause 5.1 shall be shown separately in the respective columns of price bid format.
 - 6.22.7.6 The total CMC rates, offered shall be taken into account while tabulating and comparing prices for deciding the lowest qualified bidder.
 - 6.22.7.7 In case if the respective columns of CMC is left blank in the prescribed price bid format it shall be considered as zero.

- 6.22.7.8 Price for consumables to be quoted in the separate price schedule format for only those equipments if mentioned in the technical specification & as 'Yes' in clause 4.1

6.23 Price Bid Evaluation

- 6.23.1 The quoted rate should include excise / customs duty, transportation, insurance, packing & forwarding or any other incidental charges.
- 6.23.2 GST as mentioned in the Price Bid by the bidder shall be excluded for price evaluation.
- 6.23.3 The basic price, Installation cost (if any), CMC (wherever applicable) & Cost of reagents (wherever applicable) shall be taken into account for evaluation. The auto generated comparison list generated through the e-tender portal after price bid opening is not the **final evaluation list**. Manual evaluation shall be carried out by the tender inviting authority based on the quoted price in the e-tender portal, correction of arithmetic error if any and the evaluation criteria mentioned above to arrive at the lowest evaluated responsive bid.

6.24 Award of Contract

- 6.24.1 The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids and demonstration of the accessories if any, i.e. after price bid opening.
- 6.24.2 Variation of Quantities at the Time of Award/ Currency of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease quantity of goods and services mentioned under cl. 4.1 without any change in the unit price and other terms & conditions quoted by the bidder.

6.25 Notification of Award/Letter of Intent (LOI)

- 6.25.1 Before expiry of the bid validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its bid for accessories, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.
- 6.25.2 The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within 10(ten) days, failing which the EMD may be forfeited and the award may be cancelled.
- 6.25.3 The Notification of Award shall constitute the initiation of the Contract.

6.26 Signing of Contract

- 6.26.1 The successful bidder shall execute an agreement in the format as given under **Annexure I** for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period.
- 6.26.2 The successful bidder shall submit bank guarantee in the format as per **Annexure V**, a performance security prescribed under cl.6.27.
- 6.26.3 Promptly after notification of award, within ten days from the date of the letter of intent, the successful bidder shall execute the contract (as per agreement **Annexure I**) on Rs.100/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.
- 6.26.4 The successful bidder shall later extend the Contract converting it as Comprehensive Maintenance Contract/Annual Maintenance Contract with the Tender Inviting Authority/respective user institutions, 3 (three) months prior to the completion of Warranty Period, if the Tender Inviting Authority/User Institution desires so. The CMC will commence from the date of expiry of the Warranty Period.
- 6.26.5 Assignment:-The Successful bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.
- 6.26.6 Sub Contracts:- The Successful bidder shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the

Successful bidder from any of its liability or obligation under the terms and conditions of the contract.

6.26.7 Modification of contract:- If necessary, the Tender Inviting Authority may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- 6.26.7.1 Mode of Demonstration/PDI
- 6.26.7.2 Incidental services to be provided by the successful bidder
- 6.26.7.3 Mode of Installation
- 6.26.7.4 Place of delivery
- 6.26.7.5 Converting the installation of the accessories in all or any of the locations and
- 6.26.7.6 Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

6.26.8 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the successful bidder to perform any obligation under the contract, an equitable adjustment may be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly.

6.26.9 If the successful bidder doesn't agree to the adjustment made by the Tender Inviting Authority/User Institutions, the successful bidder shall convey its views to the Tender Inviting Authority/user institutions within ten days from the date of the successful bidder's receipt of the Tender Inviting Authority's/User Institution's amendment / modification of terms of the contract.

6.27 Performance Security

6.27.1 There will be a performance security deposit amounting to the total value as mentioned in **Section III** excluding taxes, which shall be submitted by the successful bidder to the Tender Inviting Authority within 10 days from the date of issuance of Contract / Purchase order.

6.27.2 The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by Bank Guarantee in the prescribed format.

6.27.3 Upon receipt of such contract and the performance security, the Tender Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.

- 6.27.4 Failure of the successful bidder in providing performance security mentioned in **Section III** and/or in returning contract copy duly signed in time shall make the bidder liable for forfeiture of its EMD.
- 6.27.5 The Performance security shall be denominated in Indian Rupees as detailed below:
- 6.27.5.1 It shall be Bank Guarantee issued by a Nationalized/ Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Tender Inviting Authority/user institution.
 - 6.27.5.2 In the event of any failure /default of the successful bidder with or without any quantifiable loss to the government including furnishing of User Institution wise Bank Guarantee for CMC security as per Performa, the amount of the performance security is liable to be forfeited.
 - 6.27.5.3 In the event of any amendment issued to the contract, the successful bidder shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
 - 6.27.5.4 Tender Inviting Authority/User Institution will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations including the warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.
 - 6.27.5.5 The Bank Guarantee should be submitted in the prescribed format (Annexure V) ; Bank Guarantee in no other form will be accepted and will lead to rejection of bids.
 - 6.27.5.6 Separate bank guarantees for the base vehicle, fabrication and medical equipment totaling to the net value of bank guarantee is permitted

6.28 Delivery and Installation

- 6.28.1 The successful bidder shall visit the scheduled institution and recommend pre installation requirements at each institution. The details may be consolidated and shall submit to Tender Inviting Authority for further actions. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the **delivery** within the stipulate period, Tender Inviting Authority shall deduct **Liquidated Damage (LD) charges** as per the bid conditions specified in **clause 6.42.5**
- 6.28.2 The successful bidder will have arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the User Institution. It shall be ensured that the equipments arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Bid Document.

- 6.28.3 If at any time during the currency of the contract, the successful bidder encounters conditions hindering timely delivery of the goods and performance of services, the successful bidder shall inform the Tender Inviting Authority/User Institution in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority/User Institution for extension of the delivery schedule accordingly. On receiving the successful bidder's communication, the Tender Inviting Authority/User Institution shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.
- 6.28.4 The successful bidder is required to deliver the equipments at the site within time specified under cl 5.1. from the date of issue of the 'Supply Order' and demonstrate individually the specification/features as well as operation / performance of the equipment to the satisfaction of the institution head or his/her representative and obtain an individual 'Installation Certificate' (as per format in [Annexure II](#)) for each equipment and warranty card (as per format in [Annexure III](#)) duly signed and with proper stamp of the institution concerned. A proper detail of stock taking has to be obtained in the invoices from the respective User Institutions with signature and seal.
- 6.28.5 A copy of the invoice and delivery challan shall be submitted to every User Institution for stock entry at the respective location.
- 6.28.6 The installation report and two month performance reports shall be submitted separately, in a single sheet printed back to back and shall be submitted individually for each equipment installed.
- 6.28.7 The Tender Inviting Authority may also depute one of its representatives or from the funding agency with prior intimation to the successful bidder to be present for the demonstration. The signature of such official, if deputed, in the installation certificate is essential.
- 6.28.8 Installation & Commissioning: The electrical power supply point will be provided by the purchaser at the room where the equipment will be installed but the wiring and electrical fittings inside the room and accessories if any required for installation & commissioning of the equipment from the power supply point to the point of actual installation or any other civil work required for installation of the equipment will be provided by the supplier without any extra cost (apart from the cost mentioned under installation cost in the Price schedule which should include the cost of all such requirement).

6.29 Payment

- 6.29.1 No advance payments will be made to the bidder.
- 6.29.2 The bill shall be paid to the supplier on receipt of the delivery challans, stock entry certificate, installation and demonstration / training of the item from the consignee.
- 6.29.3 The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall also be mentioned in it.
- 6.29.4 Payment for CMC Charges: The payment of CMC will be made once in six months on the basis of satisfactory and smooth functioning of all the equipments during the period of CMC by the Tender Inviting Authority.
- 6.29.6 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful bidder at rates as notified from time to time.

6.30 After Sales Service Conditions:

- 6.30.1 **ASACS attaches paramount importance to the after sales service of the equipments installed to ensure smooth operation afterwards. The successful bidder is required to undertake preventive maintenance and attend all repairs (including replacement of parts), if any, that may arise during the warranty period free of cost and thereafter for additional period mentioned in the Specific Conditions of Contract, for which the rates of Comprehensive Annual Maintenance Contract or Comprehensive Maintenance Contract, in simple terms (CMC-including all essential spares needed for the satisfactory performance of the equipment) shall be finalized at the time of bidding itself. The rate offered for CMC charges will be considered for evaluation of prices and deciding on the successful bidder.**
- 6.30.2 The after sales terms and conditions will be strictly enforced and those bidders who are willing to support the Tender Inviting Authority in its endeavor to provide trouble free operation/performance of the equipments for the prescribed period need only participate in the bid.
- 6.30.3 The after sales service shall be performed during the warranty period and also during the Comprehensive Maintenance Period (CMC), if awarded. The detailed terms and conditions for after sales service mentioned hereunder.
- 6.30.4 Failure to provide satisfactory after sales services during or after the warranty period and CMC will lead to blacklisting/debarring of the bidders, but after issuing due notice and provide opportunity for being heard.

6.31 Guarantee/Warranty Terms:

- 6.31.1 The successful bidder has to warrant that the equipments/goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 6.31.2 The successful bidder further have to warrant that the equipments/ Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful bidder, that may develop under normal use of the supplied goods.
- 6.31.3 All the equipments including the accessories supplied as per the technical specification in clause 4.2 should carry comprehensive warranty for a period mentioned under cl.5.1. in the first instance. During this period, the successful bidder shall replace all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful bidder during the period of comprehensive warranty.
- 6.31.4 On expiration of the comprehensive warranty period, the successful bidder should provide after sales support for an additional period prescribed under clause 5.1.
- 6.31.5 The prospective bidder shall submit an undertaking in the **format T6** from the Original Equipment Manufacturers (OEM) that they are willing to provide spare parts for the period of warranty as mentioned and also during the additional CMC period, if awarded. The OEM shall also assure continuity of service to their product, in the event of change in dealership or the bidders – their existing dealers - couldn't provide service during the warranty / CMC period. The undertaking in Annexure IB, from OEM is an essential document forming part of the Technical Bid, without which the bids will be rejected summarily in the first round itself.
- 6.31.6 After sales service centre should be available as part of the pre-qualification criteria under **cl.5.2.8** and the bidder shall provide proof of their capability to undertake such maintenance/repair within the stipulated time.
- 6.31.7 Site Visits: The successful bidder shall visit each User Institution as part of preventive maintenance as per the frequency mentioned under cl.5.1. during the warranty period. The bidder shall attend any number of break down/repair calls as and when informed by the Tender Inviting Authority/User Institution.

- 6.31.8 During every visit, a copy of the service report/break down call report, duly signed by the custodian of the equipment/head of the health care institution and stamped shall be forwarded by email/fax/post to the ASACS within 10 days from the due date.
- 6.31.9 Complaints should be attended properly, maximum within the time mentioned in clause 5.1.9. In case, the repair/fault duration is likely to exceed 72 hours, the successful bidder shall arrange a standby equipment of the same make and model within next 48 hours (total down time should not exceed 5 days) as a stop-gap arrangement till the repair/fault is rectified and the stand by equipment shall perform in the same manner as regards a new equipment.
- 6.31.10 Upon receipt of such notice for repair/breakdown from the Tender Inviting Authority or user institution, the successful bidder shall, within the period specified under cl.5.1.8, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority or to the user institution.
- 6.31.11 If the successful bidder, having been notified, fails to rectify the defect(s) within the period specified mentioned in cl.5.1.8, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful bidder's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful bidder under the contract.
- 6.31.12 Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipments or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting bidder.
- 6.31.13 A warranty certificate (as per format in **Annexure III**) duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful bidder shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to the institution head concerned.
- 6.31.14 The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CMC period, by the demand of User Institutions and also when major spares are replaced.

- 6.31.15 Any mandatory approval required for installation shall be obtained by the successful bidder in liaison with the respective authorities.
- 6.31.16 The bidder shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CMC or on demand from the user institution and submit a 'calibration certificate' to the head of the User Institution with a copy to the Tender Inviting Authority afterwards.
- 6.31.17 The offered warranty includes visits to the user institutions at frequencies prescribed under cl.5.1. as part of preventive maintenance, Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user institute or Tender Inviting Authority.
- 6.31.18 The bidder shall provide up-time warranty of complete equipment as mentioned in clause 5.1.9, the uptime being calculated on 24 (hrs) X 7 (days) basis failing which the extension of Warranty period will be extended by double the downtime period.
- 6.31.27 All software updates, if any required, should be provided free of cost during Warranty period.

6.32 Maintenance Contract (CMC)

- a) COMPREHENSIVE MAINTENANCE CONTRACT (CMC): The supplier shall quote the rates for the Comprehensive Annual Maintenance of the equipment supplied, after expiry of warranty period, for a further period as per schedule mentioned below, in the price bid. Price comparison shall include this comprehensive maintenance charges. **Price bids without CMC rates shall not be considered for evaluation.**
- b) Authorization from Equipment Manufacturer: The successful bidder shall ensure that the manufacturers of the equipment being supplied shall furnish legally enforceable undertaking to the authority inviting tender in appropriate format assuring full guarantee / warranty obligations valid for a period as per schedule mentioned below from the date of commissioning of the supplied equipment. They shall also confirm that they shall provide Comprehensive Annual Maintenance Services for a period as per schedule mentioned below after expiry of warranty period in terms of Comprehensive Annual Maintenance Contract to be entered into between the supplier / Manufacturer and purchaser.
- c) Response Time for Breakdown Calls: Maintenance personnel shall attend to the breakdown within 72 hrs of reporting the fault.

- d) Preventive Maintenance: During the warranty period and CMC, in addition to attending break down calls, there shall be regular quarterly preventive maintenance visits.
- a) Operation & Maintenance Manuals: Two sets of operation & maintenance manuals along with circuit diagram and spare parts list of equipment shall be supplied.
- b) Installation, commissioning & Warranty Service: Supply, installation, commissioning and successful trial run of the equipment & subsequent, warranty / CMC servicing shall be done at site by the supplier themselves or their authorized agent.
- b) Training: If required, free demonstration, operation and maintenance training of the assigned personnel at site shall be provided.
- c) The payment of the agreed CMC/AMC charges will be made as per frequency for payment after satisfactory completion of said period, on receipt of service report/ break down report from the head of all user institutions.

6.33 Spare Parts/Reagents

- 6.33.1 The bidders shall offer prices for all the spares/reagents mentioned in the technical specifications separately in the price bid form.
- 6.33.2 Successful bidder shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Tender Inviting Authority/User Institution promptly on receipt of order from the Tender Inviting Authority/User Institution.
- 6.33.3 The successful bidder shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority for such replaced parts/goods thereafter.
- 6.33.4 The Tender Inviting Authority or User Institution may place orders for additional spares/consumables/reagents which are needed for the smooth performance/operation of the equipment and the successful bidder shall be willing to supply the same in time at the cost offered in the price bid forms, failing which, such instances will be construed as a breach of bid conditions and lead to penal provisions.
- 6.33.5 The cost of the reagents (wherever applicable) shall be taken into account for evaluation.

6.34 Training

- 6.34.1 The successful bidders have to impart on-site training to Doctors/ Technicians/para-medical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period if demanded by the User Institution to the satisfaction of the Tender Inviting Authority and User Institution.

6.34.2 The training details shall be recorded in the installation certificate for enabling the Tender Inviting Authority to make the **payment**.

6.35 Imported Equipment

6.35.1 The Tender Inviting Authority shall no way involve in the import of the equipments from foreign countries, if such equipments are manufactured outside the country. It shall be the sole responsibility of the bidder to import the equipments offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of equipments, especially when the import is from hostile nations.

6.35.2 The bidders shall inform any advantages in prices to the Tender Inviting Authority because of reductions/exemptions in customs duty in case of imported equipment at the time of pre-bid meeting and the bid document shall be modified by amendment to that extent.

6.35.3 The Tender Inviting Authority or the user institution will not interfere in any manner with the import process and the successful bidder shall be solely responsible for supply and installation of any equipment at the time and locations stipulated/agreed to in the bids.

6.35.4 The Tender Inviting Authority prefers to deal with the importers or Indian subsidiaries of the foreign original equipment manufacturer having a place of business in India.

6.35.5 The payment will be made in Indian Rupees to the successful bidder and under no circumstance; the request for opening of letter of credit or payment in foreign currency will be entertained.

6.35.6 The successful bidder shall indemnify the Tender Inviting Authority from all liabilities/damages, if any, that may arise out of the conduct of the bidder in violation of foreign exchange regulations.

6.35.7 However, the bidders shall disclose the country of origin and shall obtain an undertaking from such OEM to provide spares or service support for the period of contract. Failure on the part of the OEM to perform the agreed terms of the undertaking in providing the spares and after sales support will be construed as violation of the contractual obligations by the successful bidder terming the relation as that of a principal and agent under laws of the country. Such violations may eventually lead to forfeiture of performance security and also lead towards blacklisting/debarring the successful bidder.

6.36 Intellectual Property Rights (IPR)

- 6.36.1 The successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful bidder under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.
- 6.36.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful bidder of the same and the successful bidder shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.
- 6.36.3 The Successful bidder/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/ Government of Assam against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive Warranty/ CMC.

6.37 Corrupt or Fraudulent Practices

- 6.37.1 It is required by all concerned namely the User Institution/ Bidders/ Successful bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:
- 6.37.2 “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 6.37.3 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;
- 6.37.4 Tender Inviting Authority will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm

ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

- 6.37.5 No bidder shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this bid in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a bidder to influence the Tender Inviting Authority in the Tender Inviting Authority's bid evaluation committee, bid comparison or contract award decisions may result in rejection of the bid.

6.38 Force Majeure

- 6.38.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 6.38.2 If a Force Majeure situation arises, the successful bidder shall promptly notify the Tender Inviting Authority/User Institution in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority/User Institution in writing, the successful bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 6.38.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 6.38.4 In case due to a Force Majeure event the Tender Inviting Authority/User Institution is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority/User Institution will notify the successful bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

6.39 Resolution of Disputes

- 6.39.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority/User Institution and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 6.39.2 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 Authority/User Institution or the successful bidder 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.
- 6.39.3 In the case of a dispute or difference arising between the Tender Inviting Authority/User Institution and a domestic Successful bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of **Secretary to Health, Govt. of Assam** whose decision shall be final.
- 6.39.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Guwahati, Assam.

6.40 Applicable Law & Jurisdiction of Courts

- 6.40.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 6.40.2 All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Guwahati / High court of Assam.

6.41 General/ Miscellaneous Clauses

- 6.41.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful bidder/its Indian Agent/CMC Provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.
- 6.41.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 6.41.3 The Successful bidder shall notify the Tender Inviting Authority/User Institution of any material change would impact on performance of its obligations under this Contract.

- 6.41.4 Each member/constituent of the Successful bidder(s), in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority/User Institution / Government for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.
- 6.41.5 The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority / User Institution / Government of Assam against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.
- 6.41.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

6.42 Penalties for Non-performance

- 6.42.1 The penalties to be imposed, at any stage ,under this bid are;
- 6.42.1.1 imposition of liquidated damages, forfeiture of EMD/performance security
 - 6.42.1.2 termination of the contract
 - 6.42.1.3 blacklisting/debarring of the bidder
- 6.42.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of bids in the first round itself and/or may lead to forfeiture of EMD or performance security as well as result in black listing/debarring of the bidder.
- 6.42.3 The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture or EMD/ Performance Security or leading to black-listing/ debarring .
- 6.42.4 Any unexcused delay by the successful bidder in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful bidder liable to any or all of the following sanctions:
- 6.42.5 **Liquidated Damages:-** If the successful bidder fails to **deliver** any or all of the goods within the time frame(s) prescribed in the contract, the Tender Inviting Authority/User Institution shall, without prejudice to other rights and remedies available to the Tender Inviting Authority/User Institution under the contract, deduct from the contract price / purchase order price as liquidated damages, a sum equivalent to **0.5% of the value of the item** to be supplied

per week of delay or part thereof on delayed supply of item (s) until actual delivery or performance subject to a **maximum** of **4%**. Project Director, ASACS reserves the right to allow an additional penal period of 4 (four) weeks beyond the normal penal period (4 weeks) on the written request of the supplier with the condition that liquidated damage @ **0.5%** will be charged for each week or part thereof during the extended penal period.

Penal period shall start after the stipulated delivery period (as the case may be). No goods shall be received from the supplier after expiry of the penal period of 4 weeks and the purchase order shall stand cancelled unless the supplier is allowed an additional penal period for delivery (maximum of another 4 weeks) by the Project Director of ASACS.

Once the delivery period / extended delivery period with LD is exceeded, Tender Inviting Authority/User Institution may consider termination of the contract. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated shall also apply and Tender Inviting Authority shall seek alternate measures at the risk and cost of the successful bidders.

- 6.42.6 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided as appropriate by it with a view to prevent other government institutions from procurement of equipments from such bidders.
- 6.42.7 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all bidders participating in this bid. However there will be provision for appeal before the government against the decisions of the Tender Inviting Authority.

6.43 Termination of Contract

- 6.43.1 Termination for default:- The Tender Inviting Authority/User Institution, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/User Institution), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.
- 6.43.2 In the event of the Tender Inviting Authority/User Institution terminates the contract in whole or in part, the Tender Inviting Authority/User Institution may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority/User Institution for the extra

expenditure, if any, incurred by the Tender Inviting Authority/User Institution for arranging such procurement.

- 6.43.3 Unless otherwise instructed by the Tender Inviting Authority/User Institution, the successful bidder shall continue to perform the contract to the extent not terminated.
- 6.43.4 Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority/User Institution.
- 6.43.5 Termination for convenience:- The Tender Inviting Authority/User Institution reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/User Institution's) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority/User Institution. The notice shall also indicate interalia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

SECTION VII

TECHNICAL SPECIFICATIONS

Sl No.	Minimum Technical Specifications	Description		
A.	Refrigeration System			
A.1.	Refrigeration Unit Type	Air Cooled Split Type		
A.2.	No. of Refrigeration Unit	2 Nos. (One 100% working & One 100% standby)		
A.3.	Condenser Type	Air Cooled Type		
A.4.	Condenser	Aluminum Fin & Copper Tube Type		
A.5.	Compressor Type	Hermetic Scroll		
A.6.	Cooling Capacity	Category	Size (LxWxH) in ft.	Cooling Capacity (BTU/Hr.) (min)
		A.	12 x 12 x 8.5	18,000
		B.	20 x 16 x 8.5	30,000
		C.	10 x 10 x 8.5	16,000
	Cooling capacity based	-2° C Evaporating Temperature& 50° Considering Temperature. The unit shall be capable of operating continuously in ambient temperature of 5° to 45° C and relative humidity of 95%		
A.7.	Refrigerant	R 22a		
A.8.	Defrosting Method	Air Defrost / Electric Heater		
A.9.	Power Supply	440V, 50 Hz, 3 Phase		
A.10.	Control Panel	<ul style="list-style-type: none">• It contains MCB• Digital Display with Temperature Setting• Contactor for Compressor• Preventer for Single Phasing• Overload protector• Microprocessor based digital temperature indicator with controller• Alarm for high & low temperature• Auto changeover for the refrigeraton system which allows use of refrigeration system when sstem is in break down		
B.	Cold Room Size and Construction	As per the requirement of the particular site, as under. The actual size at site may vary by (+)/ (-) 10%		
B.1.	Cold Room Outer Size (ft.)	Category	Size (L x W x H) in ft.	
		A.	12 x 12 x 8.5	
		B.	20 x 16 x 8.5	
		C.	10 x 10 x 8.5	
B.2.	Cold Room Temperature	2° C to 8°C		
B.3.	Panel Construction	Prefabricated sandwich panels with cam toggle-type fastener fitted & self locking PVC gaskets fitted on all sides of wall, ceiling, and floor Panels. L shaped separator		

		corner fitted with cam toggle-type fastener. All panels fit together by cam toggle-type fastener. Panel with Ribs on both side panel surface materials to increase the strength. Wall, ceiling & floor all get together by the mentioned arrangements. Wall panel having only Cam Toggle-Type fastener fitting, No Flashings and Riveting on Panel
B.4.	Panel Thickness	Minimum 80mm. PUF (Poly Urethane Foam), Density 40 (+)/(-) 2 KG/ m ³ & PUF blowing agent 141B (CFC Free)
B.5.	Panel Surface Material	Minimum 80mm PUF Panel with both side PPGI of 0.7mm thickness
B.6.	Floor Insulation	Minimum 80mm PUF Panel with outer side 0.7mm PPGI & Inner side marine Ply of 9mm thickness & Aluminum chequered plate 2mm .
B.7.	Manual Swing Door	Flush type Swing Door with Heavy duty Hinges & Handle with Closer for Push type Gasket for easy operation for long life. With esthetic look. Without heater, thermally sealed doors, with internal safety release. With lock & key. Easy opening & closing of the door. PVC flush type door with reputed accessories. Door to be locked with 100% fail safe provision for opening from inside. Door shall have an incandescent vapor pfloor Light mounted on the interior of the Door Section. Opening Size: 3'x6'. 1 no. (as pr requirement of particular site)
B.8.	Extra Accessories	LED Light 2 Nos. with door switch with bulb & bulk heads & appropriate accessories (like sealant & related).
B.9.	Pressure Relief port	Pressure relief port without heater to balance the pressure within the room & the surrounding to eliminate the deformation of the room due to pressure difference.
B.10.	Kick Plate	Kick Plate is on both side of the Door to protect the door during material handling.
B.11.	Safety release Knob	Safety release knob with buzzer placed at the inner side of the door for safety precautions.
B.12.	Shelving	Stainless Steel fully adjustable racks for stacking or storage fitted on all walls up to 6 ft. height. Each rack size (Approx):- 1200mm(W) x 600mm (D) x 2000mm(H). The material of the shelves should be non-corrosive 316 grade stainless steel to take load of at least 0.075kg/cm ² . ISO 9001 certification
B.13.	Data Logger Display	<ul style="list-style-type: none"> • LED Display • Output module: Relay alarm output (Max. 8 output), RS-485, RS-232 and USB port (CFR 21) • Record time: Flexible setting interval time: 1s, 2s, 3s, 4s, 3600s • Power-off protection Time O/P: The setting parameters and history data can be kept by FLASH MEMORY, Memorized forever if power off • Hardware clock built in for still accuracy running • Calibration Certificate of Data Logger at the time of supply and in every 6 (six) months

B.14.	Stabilizer	12 KVA Servo Controlled Voltage Stabilizer with 3-phase input and 3-phase output , indoor type, suitable for unbalanced loads and unbalanced input conditions. Independent voltage sensing and regulation in each phase. Input regulation voltage: 340V-480V, input operating voltage: 310V-500V & nominal output voltage: 415V (+)/(-) 1%. Auto restart with adjustable time delay. With Low Cut- High Cut outside the range, 3 digit 7-segment display to indicate input and output voltage.
B.15.	Installation & Commissioning works	The installation commissioning is require complete in all respect. The supplier may be required to undertake minor civil works at site viz., minor repair, dismantling a wall etc.
B.16.	Manufacturer certification	Manufacturer should have ISO 9001 certification
B.17.	Warranty	The supplier will provide 6 (six) years warranty from the date of installation and commissioning that will include Comprehensive Annual Maintenance Contract (CAMC) including all spare parts and repairs.
B.18.	Site Certification	Installation Qualification (IO), Operational Qualification (OQ) & Performance Qualification (PQ)at site in original.
B.19.	Onsite Comprehensive training	The bidder should provide onsite comprehensive training of lab staffs on operation of equipment, supportservices till service certification.

LOCATION FOR INSTALLATION OF WALK IN COOLER

1. Assam Medical College & Hospital, Dibrugarh
2. Gauhati Medical College & Hospital, Guwahati
3. Silchar Medical College & Hospital, Cachar
4. Tezpur Medical College & Hospital, Tezpur
5. Store, Assam State AIDS Control Society

SECTION –VIII

FORMATS FOR SUBMISSION OF

BID

(Technical Bid)

FORMAT – T 1**CHECK LIST**

(To be submitted in **Part I -Technical Bid**)

The documents has to be arranged as per the order mentioned in checklist for ease of scrutiny.

The bidder has to **upload the documents** as mentioned in Check list (**in PDF format**) **online**, on or before the due date & time of submission of technical bid. In case of consortium bidding the qualification criteria documents should be anyone consortium partner as joint qualification criteria won't be considered.

Name of the Bidder			
Sl No.	Item	Whether included Yes/No	Page No.
1	Format – T1 (Check List)		
2	Bid Document Cost as DD (Rs.5,000/-)		
3	The Earnest Money Deposit as Demand Draft / BG		
4	Format – T2 (Details of Items quoted)		
5	Format – T3 (Details of EMD submitted)		
6	Format – T4 (Details of Bidder & Service Center)		
7	Format – T5 (Declaration Form)		
8	Format – T6 (Manufacturer's authorization Form – in case of Base Vehicle & Medical Equipment)		
9	Format – T7 (Annual Turnover Statement by Chartered Accountant)		
10	Copies of the annual audited statement / AnnualReport for 2016-17, 2017-18, & 2018-19 (audited) (Provisional statement of account shall not be considered)		

11	In case of distributor, the annual turnover statement / Copies of the pages of the annual audited statement of the Annual report of the OEM along with their own turnover for 2016-17, 2017-18 & 2018-19 (audited) (Provisional statement of account shall not be considered) – As per eligibility criteria clause 5.2.2(iii)		
12	Format–T8 (Performance Statement during the last three Years)		
13	Copies of purchase orders & end user certificates in support of the information furnished in Format T-9		
14	Format – T9 (Statement of deviation – Technical Specification)		
15	Format – T10 (Para-wise compliance to Technical Specification)		
16	Copy of the Leaflets / Technical Brochures / Product Data Sheets of the Model offered highlighting features in support of the information provided in Format – T11		
17	Copy of Quality Certificates (valid ISI / BIS / CE /US FDA / IEC etc. & ISO) of the product / organization (As per Section VII - Technical Specification).		
18	Copy of Import License (In case the bidder is Importer)		
19	Copy of the GST registration certificate		
20	Copy of PAN (Income Tax)		

All the documents to be furnished in the checklist has to be numbered. All the formats (T1-T10) are to be filled up mandatorily.

Important Notes:

- 1) Mentioning of Page Nos. in the relevant column as mentioned above **is mandatory** for ease of scrutiny.
- 2) **No price information (i.e. Scanned copy of the price format etc.)** to be uploaded in Technical Bid.
- 3) After preparation of the all the documents as per checklist, the bidders have to put the page nos. on each page and put the signature of the authorized signatory & seal. Then each page has to be scanned and the scanned document to be uploaded in the e-tender portal before the scheduled date & time.
- 4) The bidders can find **two files** [(i) Scan copy of EMD, Tender document cost, GST, PAN etc. & (ii) All documents as per check list T1] in technical bid for uploading their files.

However, for **management of space** the bidders can **divide** their scanned documents in **two** parts **equally** (as both the file sizes are same) and upload **one part** (Scan copy of EMD, tender document Cost, GST, PAN, Documents as per check list T1 serially in **one file** and **balance** document of the check list T1 in the **second file** to avoid any space constraint.

- 5) A **Copy of the all the above documents** uploaded in the **technical bid** shall **also to be submitted** alongwith the Original EMD & Tender document Cost **on or before the scheduled online technical bid opening**. However, the copy of all documents to be submitted should be **exactly the same** as **uploaded** in **e-tender portal**. Copy of the documents to be submitted shall be only for the purpose of clarity / better visibility of the documents uploaded in case of any scanned documents uploaded (like product catalogues / product data sheet etc.) is not clear. In that case, the documents shall be considered for evaluation **if the scan copy of the same is uploaded**.

Format - T2

(To be submitted in *Part I -Technical Bid*)

DETAILS OF THE ITEM(S) QUOTED

Sl.	Name of Item	Name of Manufacturer	Country of Origin	Make	Name of the Model	*Details of offered product at Page No. (s)

Signature of the Bidder:

Date:

Official Seal:

Format – T3

(To be submitted in ***Part I -Technical Bid***)

DETAILS OF EMD SUBMITTED

Sl.	Whether DD / BG	Instrument No. & Date / Validity & name of Bank	EMD Amount (Rs.)

Signature of the Bidder :

Date :

Official Seal:

Format - T4

(To be submitted in **Part – I Technical Bid**)

DETAILS OF THE BIDDER & SERVICE CENTER

GENERAL INFORMATION ABOUT THE BIDDER					
1	Name of the Bidder				
	Registered address of the firm				
	State		District		
	Telephone No.		Fax		
	Email		Website		
Contact Person Details					
2	Name			Designation	
	Telephone No.			Mobile No.	
Communication Address					
3	Address				
	State		District		
	Telephone No.		Fax		
	Email		Website		
Type of the Firm (Please relevant box)					
4	Private Ltd.		Public Ltd.		Proprietorship
	Partnership		Society		Others, specify
	Registration No. & Date of Registration.				
Nature of Bussiness (Please relevant box)					
5	Original Equipment Manufacturer (OEM)			Authorized Disrtibutor	
	Direct Importer				
Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.)					
6	in case of Directors, DIN Nos. are required				
	Name		Designation		
	Name		Designation		
7	Whether any criminal case was registered against the company or any of its promoters in the past?				Yes / No
8	Other relevant Informations				

8.a	<p><u>GST Registration</u></p> <p>Furnish the copy of the GST registration certificate</p>
8.b	<p>PAN : Furnish the copy of the PAN</p>
9	<p>D) Details of <u>existing</u> Service Center in Assam (Mandatory) :</p> <p>Name of Contact Person:</p> <p>Designation :</p> <p>Address of Service Center:</p> <p>Telephone No.</p> <p>Email :</p> <p>Fax:</p> <p>Year of Establishment:</p> <p><u>Additional Information</u></p> <p>E) Details of <u>existing</u> Service Center in Eastern India</p> <p>Name of Contact Person:</p> <p>Designation:</p> <p>Address of Service Center:</p> <p>Telephone No.:</p> <p>Email :</p> <p>Fax:</p>

10	<p>Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected)</p> <p>a. Name of the Bank :</p> <p>b. Full address of the Branch concerned :</p> <p>c. Account no. of the bidder :</p> <p>d. Name (as mentioned in the bank account)t :</p> <p>e. IFS Code of the Bank :</p>
<p><i>Date:</i></p>	<p><i>Office Seal</i></p> <p><i>Signature of the bidder / Authorised signatory</i></p>

Format – T5

(To be submitted in ***Part-I Technical Bid***)

DECLARATION FORM

(Affidavit before Executive Magistrate / Notary Public)

I / Wehaving My / our office at.....do declare that I / We have carefully read all the terms & conditions of bid of ASACS, Assam for the supply of **Blood Bank Equipments**. I will abide with **all the terms & conditions** set forth in the **Bid document Reference no. _____** along with the subsequent amendment, if any.

I/We do hereby declare I/We have not been de-recognised / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions for supply of Non-standard quality equipment/ Non-supply.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Performance Security Deposit and blacklist me/us for a period of 3 years if, any information furnished by us proved to be false at the time of inspection / verification and not complying with the Bid terms & conditions.

I / Wedo hereby declare that I / we will supply the _____ as per the terms, conditions & specifications of the bid document. I / we further declare that I / we have a service centre in Assam to carry out the maintenance of the equipment offered.

Signature of the bidder :

Seal

Date :

Name & Address of the Firm :

Format – T6

(To be submitted in **Part – I Technical Bid**)

MANUFACTURER'S AUTHORISATION FORM

(to be submitted in a **letterhead** of OEM – for Medical Equipment)

No.

Dated:

To

The Project Director

Assam State AIDS Control Society
Khanapar, Guwahati (Assam)-781022

Dear Sir / Madam,

Bid Reference No : **ASACS/NACP-IV/PROC/WIC/2020/1160/**

Item Name : supply, installation & commissioning of Walk in cooler

1. We (name of the OEM) are the original manufacturers of (name of the item) having registered office at (full address with telephone number/fax number & email ID and website), having factories at and , do hereby authorize M/s. (Name and address of bidder) as (Importer / Distributor) to submit bids, and subsequently negotiate and sign the contract with you against the above bid no.
2. We also hereby undertake to provide full guarantee/warranty /CMC/AMC as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares / consumables for 8 (eight) years.
3. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments bided within the stipulated time.

(Name)

for and on behalf of M/s.

Date: (Name of manufacturers) Place:

Seal

Note: *This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*

Format – T7

(To be submitted in **Part – I Technical Bid**)

ANNUAL TURN OVER STATEMENT

The Annual Turnover for the last three financial years of M/S_____ who is a manufacturer / importer/ Distributor of medical equipment are given below and certified that the statement is true and correct.

<i>Sl.No.</i>	<i>Financial Year</i>	<i>Turnover in (Rs) both in words and figures</i>
<i>1</i>	<i>2016 – 2017</i>	
<i>2</i>	<i>2017- 2018</i>	
<i>3</i>	<i>2018 – 2019</i>	
	<i>Average</i>	

Date:

Signature of Auditor/

Place:

Chartered Accountant

(Name in Capital)

Seal

Membership No.

N.B:

This turnover statement should also be **supported by** copies of audited **annual statement** of the last three years / **Annual Report** and the turnover figure should be **highlighted** there.

Format – T8

(To be submitted in **Part – I Technical Bid**)

PERFORMANCE STATEMENT OF WALK IN COOLER INSTALLED EARLIER

(For the period of last **three years**)

Name of Bidder :

Name of Manufacturer

Sl.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Qty	Date of Completion	Have the goods been functioning satisfactorily (attach documentary proof)**
1					
2					
..					
..					

(attach separate sheets if the space provided is not sufficient)

Signature and seal of the Bidder

* The documentary proof will be **copies of the purchase order** (during the last 3 years) indicating P.O. No. and date.

** The documentary proof will be certificate from the consignee/end user indicating P.O. No. and date.

Format – T9

(To be submitted in **Part – I Technical Bid**)

STATEMENT OF DEVIATION – TECHNICAL SPECIFICATION

Following are the Technical deviations and variations from the purchaser's Technical Specifications.

Sl. No.	Item Name	Clause of Technical Specification	Statement of Deviations / Variations if any
1			
2			
..			
..			
..			

(attach separate sheets if the space provided is not sufficient)

In case there is no deviation from technical specification, Pl. Mention **No Deviation.**

Signature of the Bidder

Name :

Date :

Place

Seal

Format – T10

(To be submitted in **Part – I Technical Bid**)

PARAWISE COMPLIANCE TO TECHNICAL SPECIFICATION OF THE PRODUCT(S) OFFERED

[Furnish **parawise compliance** in a tabular form (as per the format mentioned below), where the technical specification (parawise) as per bid should be mentioned in the left column & bidder's compliance at the right with mention of page no. of the product catalogue / product data sheet].

Name of the Item:

Make :

Model No. :

Bid Specification (Para wise)	*Bidder's Compliance – Para wise	**Page No. of the technical brochure where the compliance is mentioned

(add **separate sheets** depending upon the space requirement)

- * **Leaflets / Technical Brochures / Product Data Sheets** of the Model offered **highlighting features** of the product offered **must be attached** in support of the information provided above.
- ** It is **mandatory** to mention the page no(s) in the format as mentioned above.

Signature of the Bidder

Name :

Date :

Place :

Seal

PRICE SCHEDULE

Price bid format is **not enclosed** in this bid document. It has to be downloaded from the **e-procurement portal**

<https://assamtenders.gov.in> (under the respective bid reference No.)

PRICE BID (in the excel Format) has to be submitted **online only**. The **price bid format (excel sheet available in e-Tender portal)** is specific to a bid and is not interchangeable. The price bid format file shall be **downloaded from the e-Tender portal** by the bidder 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**. Multiple price bid submission by bidder shall lead to cancellation of bid.

Important Notes:

1. The **Unit price** (excluding tax & installation cost) of the **quoted items** to be mentioned in the price bid BoQ (**Column 3** of the **excel file**) should include the basic price of the equipment with **all the accessories / upgradable modules / probes etc.** as asked for in the technical specifications.
2. The bidders shall have to quote (**upload**) the **breakup of prices** for **those items specifically** mentioned in the **price BoQ (excel file)** in a **separate file (PDF File)** attached in the e-tender portal against this tender reference. In that case the total of the break up prices (excluding taxes) mentioned in the PDF file should be the same as the Unit price mentioned in the main BoQ file (Excel file)
3. The bidders shall have to quote the **price of CMC** The bidders shall have to quote the **price of CMC** (only for items where mentioned as “**Yes**” in the schedule of requirement) in the price BoQ (attached as excel file) in the e-tender portal.
5. In addition, the bidders have to quote the prices of the **cost of spare parts** of **all the quoted items** in the **separate price schedule format** (attached as a **PDF file**) in the e-tender portal. However, this shall not be taken into account for evaluation.

SECTION –IX

ANNEXURES

(Required to be executed by the successful bidder)

AGREEMENT

THIS AGREEMENT made the..... day of, 20..... between The Project Director, Assam State AIDS Control Society, Khanapara, Guwahati (Assam) 781022 (hereinafter “the **Purchaser**”) of one part and(Name and Address of Supplier) (hereinafter “the Supplier”) represented by (Name of the Authorized Signatory and Designation), Aged years, residing at (Full Residential Address of the Signatory) of the other part:

WHEREAS the **Purchaser** has invited bids for the supply of(brief description of goods and services vide bid no..... dated). The supplier has submitted technical and price bids and also demonstrated the technical specifications / features / other quality requirements as contained in the bid document. The **Purchaser** has finalized the bid in favour of the Supplier for the supply of the said goods and services for a total cost of Rs. (Contract Price in Words and Figures) (hereinafter “the Contract Price”) and issued Letter of Intent / Supply Order No. Dated

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document referred to.
2. 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 price bid;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications and other quality parameters;
 - (d) the clarifications and amendments issued / received as part of the bid document
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the **Purchaser's** Letter of Intent
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 supply, install and commission 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.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

1) Basic Price

S.No.	Brief Description of goods	Quantity to be supplied	Unit Price	Total Amount (3 x 4)	GST & other Taxes Payable
1	2	3	4	5	6

2) CMC :

3) Reagent Cost (If any) :

Delivery Schedule:

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

Signed, Sealed and Delivered by the

said (For the **Purchaser**)

in the presence of

Signed, Sealed and Delivered by the

said(For the Supplier) (Signature, Name, Designation and Address with Office seal)

in the presence of

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

INSTALLATION CERTIFICATE

(to be filled jointly by the Supplier, head of user institution & Representative of the Tender Inviting Authority individually for every equipment)

HOSP CODE / Hospital Name:			
Equipment Details			
EQPT CODE / Name of the equipment:		Purchase Order No:	
Make / Manufacturer		Purchase Order Date:	
Model		Purchase Amount	
Quantity			
Serial no (s)		Project Name	
Location / Department			
Supply Receipt Date			
Installation Start Date		Completed Date	
Comprehensive Warranty Start Date		Comprehensive Warranty End Date:	
Preventive Maintenance Schedule (Specify Year & Month)			
YEAR	Visit 1	Visit 2	
Contact Details			
SUP.CODE / Name of the Supplier			
Name of Service Engineer		Mobile No.	
Service Centre Manager's name		Mobile No.	

Service center address				
Accessories supplied				
Sl. No.	Item	Qty.	Serial No.	Remarks
To be filled by Institution				
Whether a digital Photograph of the installed equipment has been taken in presence of the hospital personal ?				YES / NO
Whether the Demonstration of the equipment with accessories on the technical specification/key features was conducted to the satisfaction at the time of installation?				YES / NO
Whether training was conducted to the satisfaction at the time of installation?				YES / NO
Short supply items, if any				
Remarks of hospital authorities				
		The equipment is working satisfactorily YES <input type="checkbox"/> NO <input type="checkbox"/>		
The equipment was installed and handed over on _____ <i>(Installation date to be filled in by the Head of the institution or by the end user)</i>				
Name of Service Engr.		Sign.		
Name of End User & Department		Sign.		
Signature of the Head of the Institution		Sign. & Seal		
Date:		Date:		
Seal of supplier:		Hospital Seal :		

WARRANTY CERTIFICATE

(to be filled jointly by the Supplier, head of user institution & Representative of the Tender Inviting Authority individually for every equipment)

Date:

Purchase order No : dated.....

The equipment (*Equipment Name*)
 Model No..... bearing serial no was
 installed successfully at (*Institution Name*)
 is offered with a comprehensive warranty for a period of Years
 starting from to including all the
 following accessories;

Sl. No	Name of the accessory	Manufacturer's name	Equipment Serial No.	Qty

Name of the Supplier: Signature: Seal:	Name of the Head of the Institution / End User: Signature: Seal:
--	--

TWO MONTH PERFORMANCE CERTIFICATE

(to be filled by the head of user institution individually for every equipment)

HOSP CODE / Hospital Name:				
SUP.CODE / Name of the Supplier				
Equipment Details				
EQPT CODE /Name of the equipment:		Purchase Order No:		
Make / Manufacturer		Purchase Order Date:		
Model		Purchase Amount		
Serial no.		Project Name		
Date of Installation		Location / Department		
Whether Equipment working satisfactorily without any problem for two month?			YES <input type="checkbox"/> NO <input type="checkbox"/>	
If No, provide details of equipment failure in the first month <i>(attach additional details if any in a separate sheet)</i>				
BREAK DOWN DETAILS				
Break down Reported Date	Attended date	Rectified date	Attended by	Details of beak down / service

Present status of the equipment		Working satisfactorily <input type="checkbox"/> Not working satisfactorily <input type="checkbox"/>	
Recommended to settle the final 10% of payment		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Performance of accessories supplied			
Further Training	Required <input type="checkbox"/> Not required <input type="checkbox"/>		
Remarks of hospital authorities			
Two month performance certificate was issued on _____ (date to be filled in by the Head of the institution or by the end user)			
Name of End User & Department		Sign.	
Signature of the head of the institution		Sign. & Seal	
Date: Seal of supplier:		Date: Hospital Seal :	

Bank Guarantee Format for furnishing EMD

Whereas..... (hereinafter called the "tenderer") has submitted their offer dated..... for the supply of (hereinafter called the "tender") against the purchase's tender enquiry No.....

KNOW ALL MEN by these presents that WE..... of having our registered office at are bound unto (hereinafter called the "purchaser") in the sum of for which payment will and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said Bank this day of20.....

THE CONDITION OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity:-
 - i. If the tenderer fails to furnish the performance security for the due performance of the contract.
 - ii. Fails or refuses to accept/execute the contract.

WE undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both two conditions, specifying the occurred condition or conditions.

This guarantee shall be valid until theday of20.....

We theBranch.....undertake not to revoke the guarantee during its currency except with the previous consent of the Assam State AIDS Control Society, Guwahati (Assam) in writing.

We theBranch..... further agree that a mere demand by Assam State AIDS Control Society, Guwahati (Assam) is sufficient for us..... Branch at Bhubaneswar to pay the amount covered by the Bank Guarantee without reference to the said Agency and protest by said Agency cannot be valid ground for us.....Branch to decline payment to ASSAM STATE AIDS CONTROL SOCIETY.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

Seal, name & address of the Banks and address of the Branch

N.B.: Bank Guarantee from **Structured Financial Messaging System** (SFMC) enabled Bank shall only be accepted.

Our Bank details for generating Bank Guarantee are as follows:

Union Bank of India, Panjabari Sixmile, Guwahati IFS Code – UBIN0560855

Bank Guarantee Format for Performance Security

To
 The Project Director
 Assam State AIDS Control Society,
 Khanapara, Guwahati-781022

WHEREAS..... (name and address of the supplier) (here in after called "the supplier") has undertaken, in pursuance of contact no.....dated..... to supply.....(description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligation in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be Performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of20.....

We theBranch..... undertake not to revoke the guarantee during its currency expect with the previous consent of the Assam State AIDS Control Society, Khanapara, Guwahati (Assam) in writing.

WeBranch..... further agree that a mere demand by Assam State AIDS Control Society, Khanapara, Guwahati (Assam) is sufficient for us..... Branch at Guwahati (Assam) to pay the amount covered by the Bank Guarantee without reference to the said Agency and protest by said Agency cannot to valid ground for us..... Branch to decline payment to Assam State AIDS Control Society, Khanapara, Guwahati (Assam).

.....
 (Signature of the authorized officer of the Bank)

.....
 Name and designation of the officer

Seal, name & address of the Banks and address of the Branch

N.B.: Bank Guarantee from **Structured Financial Messaging System** (SFMC) enabled Bank shall only be accepted.

Our Bank details for generating Bank Guarantee are as follows:

Union Bank of India, Panjabari Sixmile, Guwahati IFS Code – UBIN0560855