## OFFICE OF THE DIRECTOR ANIMAL HUSBANDRY & VETERINARY DEPARTMENT ASSAM :: GUWAHATI - 781003

#### No: DVP/209-FMD/2016/1771

Dated Guwahati, the 17<sup>th</sup> Dec,2018

## NOTICE INVITING TENDER FOR SUPPLY INSTALLATION & COMMISSIONING OF "COLD CABINET (REFRIGERATOR)" FOR THE YEAR 2018-19

### (NATIONAL COMPETITIVE BIDDING)

Tender in two bid system affixing court fee stamp of Rs.8.25 (or IPO of Rs.10.00) in favour of **"The Director, A.H. & Veterinary Department, Assam, Chenikuthi, Guwahati-03"** is invited from manufacturers or their authorized dealers, distributors, agent etc. for supply, installation & commissioning of Cold Cabinet (Refrigerator) at different district HQ as follows:

| Sl. | Brief description of item | Quantity | Estimated cost | Tender Fee | Bid Security) |
|-----|---------------------------|----------|----------------|------------|---------------|
| No. |                           |          | (Rs. In Lakh)  |            | (EMD)         |
| 1   | Cold Cabinet              | 40       | 15.90          | Rs.500.00  | Rs.31,800.00  |
|     | (Refrigerator)            |          |                |            |               |

The NIT may be downloaded from the Assam government website <u>http://www.assamtenders.gov.in</u>. The complete documents, detail guidelines, terms and conditions for submission of tender will be available in the Office of the Joint Director, Institute of Veterinary Biologicals, Khanapara, Guwahati-22.

Right to accept or reject any or all tenders without assigning any reason, vests with the undersigned.

| SI. No. | Schedule              | Start Dat  | e & Time      | Expiry Date & Time |       |  |
|---------|-----------------------|--|---------------|--------------------|-------|--|
|         |                       | Date   | Time          | Date               | Time  |  |
| 1       | Issue of Tender       | 17/12/2018   | 13.00         | 05/01/2019         | 15.00 |  |
| 2       | Bid Submission        | 18/12/2018   | 11.00         | 07/01/2019         | 14.00 |  |
| 3       | Technical Bid opening | 07/01/2019   | 14.30         |                    |       |  |
| 4       | Financial Bid Opening | Will be finalized later on   |               |                    |       |  |
| 6       | Place of Bid Opening  | Office of the Joint Director, Institute of Veterinary Biologicals, |               |                    |       |  |
|         |                       | Khanapara, Guv   | vahati-781022 |                    | _     |  |

Tender Time Schedule (Key Dates):

Director A.H. & Veterinary Department, Assam Chenikuthi, Guwahati-03

# OFFICE OF THE DIRECTOR ANIMAL HUSBANDRY AND VETERINARY DEPARTMENT ASSAM::GUWAHATI-781003

# PHONE AND FAX: 03612668609

File No: IVB/FMD-CP/PH-I/TENDER/C/2018-19/997/ DTD. 14<sup>th</sup> Dec,2018

NIT No : DVP/209-FMD/2016/1771 dated Guwahati the 17<sup>th</sup> Dec,2018

TENDER FOR SUPPLY OF COLD CABINET (REFRIGERATOR) FOR FMD-CP

(NATIONAL COMPETITIVE BIDDING)

### OFFICE OF THE DIRECTOR ANIMAL HUSBANDRY AND VETERINARY DEPARTMENT ASSAM::GUWAHATI- 781003

## TENDER DOCUMENT FOR SUPPLY OF COLD CABINET (REFRIGERATOR) FOR FMD-CP 2018-19

## (NATIONAL COMPETITIVE BIDDING)

Tenders are invited from manufacturer / dealer for supply of Cold Cabinet (Refrigerator) (40 Nos. approx.) costing approx. Rs.15.90 Lakh listed in Annexure-A to the Institutes /Offices of the Animal Husbandry & Veterinary Department, Assam.

## **DETAILS:**

**1.** List of the items with technical specifications and quantity to be supplied:

| Brief Description of   | Specifications*   | Quantity   | Estimated     | Delivery | Consignee &                                 | Installation |
|--|---|------------|---------------|----------|---|--------------|
| the Goods  |   |            | Cost          | Period   | Place of                                    | Requirement  |
|  |   |            | (Rs. In Lakh) |          | Delivery                                    | if any       |
| 1  | 2   | 3          | 4             | 5        | 6   | 7            |
| Cold Cabinet<br>(Refrigerator)<br>with In-built<br>Voltage<br>Stabilizer | <ul> <li>a. Capacity: 350-425 ltrs</li> <li>b. Double Door</li> <li>c. Frost free</li> <li>d. Minimum 3 star</li> <li>e. Colour : Optional</li> <li>f. CFC free</li> <li>g. With lock &amp; key</li> <li>h. with In-built Voltage<br/>Stabilizer</li> </ul> | 40<br>Nos. | 15.90         | from the | District<br>A. H.<br>Veterinary<br>Officers | Yes          |

\* Bidder will quote the rate for full quantity of all the item and where ISO certification marked goods are available in market, procurement should generally be limited to goods with those or equivalent marking only.

## 2. BID VALIDITY:

Tender/bid shall remain valid for a period of not less than 180 (one eighty) days from the specified date of bid opening. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

## 3. ELIGIBILITY FOR PARTICPATION IN TENDER PROCESS:

- a) The bidder must be a manufacturer or authorized dealer of a reputed manufacturer of the goods.
- b) It must be noted that the tenderer should not have been black-listed by any Government Agency/Institutions or local self-Government /Public Sector in India under any contractual relation or pending legal/penal action for complaints of quality. The undersigned reserves the right for insisting upon submission of Good Performance Certificate issued by any such agency.
- c) The bidder should clearly state whether the firm is registered with NSIC/SSI Unit.

Non-compliance with the above conditions will render the Tenderer ineligible for further processing and the Financial Bid in such case will not be opened.

## 4. OTHERS QUALIFICATION CRITERIA:

The bidder should enclose the followings with their bid:

- a. In case of manufacturer, copy of manufacturing license from the proper authority.
- b. In case of dealer, Manufacturer Authorization Certificate.
- c. ISI or equivalent certificate for the goods to be provided wherever applicable.
- d. Attested copies GST certificate, IT clearance & copy of PAN card.
- e. Enclose the supplied bid document with seal & signature on all pages.
- f. Enclose filled in Bid Form and Format of Quotation furnished in the bidding documents
- g. The Purchaser reserves the right to accept or reject any tender/bid and to cancel the instant bidding process and reject all bids/tender at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the purchaser's action.
- h. The documentary evidence for conformity of the goods and services to the bidding documents to be enclosed in the form of brochure/literature etc.
- i. The decision of the Joint Director, Institute of Veterinary Biologicals, Khanapara, Guwahati-22, Assam shall be final in case of any dispute.
- j. The successful bidder must supply the goods as per specification throughout the contract period.
- k. Each bidder shall submit only one quotation.
- I. The prices should be quoted in Indian Rupees only.

We look forward to receiving your quotations and thank you for your interest in this project.

### 5. HOW TO OBTAIN TENDER DOCUMENT:

Tender Document may be collected from the office of the Joint Director, Institute of Veterinary Biologicals, Khanapara, Guwahati-22, Assam after publishing in the daily newspapers. The non-refundable bid document fee of Rs.500.00 (Rupees five hundred) only in the form of Demand Draft favoring "The Joint Director, Institute of Veterinary Biologicals, Khanapara, Guwahati-781022" payable at Guwahati.

- 6. EARNEST MONEY DEPOSIT (EMD):
- a) Earnest Money Deposit (2%) worth Rs. 31,800.00 (Rupees thirty one thousand eight hundred) only in the form of Demand Draft/ Bank Guarantee favoring "The Joint Director, Institute of Veterinary Biologicals, Khanapara, Guwahati-781022" payable at Guwahati should be submitted along with Tender Documents to "The Joint Director, Institute of Veterinary Biologicals, Khanapara, Guwahati-781022", on or before the last date and time of submission of the tender.

The following categories of tenders are exempted from payment of tender form fees and earnest money deposit:

- i. Small Scale Industrial Units registered with Director of Industries, Assam, only for Cold Cabinet (Refrigerator) manufactured by them.
- ii. The SSI units registered with National Small Industries Corporation and Small Industries Service Institute of Govt. of India for their manufacturing Cold Cabinet (Refrigerator).
- iii. In case of claim for exemption of EMD, the bidder must submit necessary documents/exemption certificate from appropriate authorities.
- iv. The EMD will be forfeited, in case the rates quoted by the tenderer are approved but the party refuses to enter into the agreement for supply.

## 7. <u>TENDER TIME SCHEDULE (KEY DATES):</u>

| SI. No. | Schedule              | Start Dat  | e & Time      | Expiry Date & Time |       |  |  |
|---------|-----------------------|--|---------------|--------------------|-------|--|--|
|         |                       | Date   | Time          | Date               | Time  |  |  |
| 1       | Issue of Tender       | 17/12/2018   | 13.00         | 05/01/2019         | 15.00 |  |  |
| 2       | Bid Submission        | 18/12/2018   | 11.00         | 07/01/2019         | 14.00 |  |  |
| 3       | Technical Bid opening | 07/01/2019   | 14.30         |                    |       |  |  |
| 4       | Financial Bid Opening | Will be finalized later on   |               |                    |       |  |  |
| 6       | Place of Bid Opening  | Office of the Joint Director, Institute of Veterinary Biologicals, |               |                    |       |  |  |
|         |                       | Khanapara, Guw   | vahati-781022 |                    |       |  |  |

## 8. SUBMISSION OF TENDER FORMS:

Tenderers should prepare & submit tenders to **"The Joint Director, Institute of Veterinary Biologicals, Khanapara, Guwahati-781022"**, in Two Bid Systems. Accordingly the technical specification & rates for the cold cabinet (Refrigerator) in ANNEXURE-'A' & 'B' should be quoted and submitted in the prescribed format. Technical Bid Should put in Technical Bid Envelope (T) & Financial Bid in the Envelope (F) separately. The Technical Bid Envelopes (T) will be opened in the first stage. Financial Bid Envelopes (F) of short listed bidders who have fulfilled all requisites terms and conditions will be opened later. The tender not fulfilling any of the requisite terms and conditions will be rejected and no further claim will be entertained.

## a. Technical Bid Envelope(T):

The technical information in the form of following documents is mandatory.

- i. In case of Manufacturer, Manufacturing license from the competent authority.
- ii. In case of dealer, Manufacturer's Authorization Certificate.
- iii. Declaration duly signed by the tenderer (Annexure-C).
- iv. GST Registration Certificate of the firm with registration number shall be valid on the date of filing the tender.
- v. Income tax return for last 3 years.
- vi. Certificate of Exemption for Earnest Money Deposit from the concerned authorities (If applicable)
- vii. Information brochure of the quoted items.

All the above documents are mandatory and should be submitted in Technical Bid Envelope (T). The original documents may be kept ready for verification if necessary. The above documents may be verified from concern document issuing authority. Non submission of any mandatory documents will make the tender form liable for rejection.

## b. Financial Bid Envelope (F):

The rates should be quoted only in the prescribed tender form. The rates should be both inclusive and exclusive of GST and all other taxes. The rates not quoted in prescribed tender form or quoted on separate paper will not be considered and the tender form will be rejected. The rates should be guoted as described in the tender document.

Financial Bid Envelope (F) and Technical Bid Envelope (T) should be submitted as per the stipulated procedure. No tenders will be accepted after stipulated date & time.

The firm making any undue effort to bring pressure from outside/departmental authority will be liable for outright rejection.

## 9. CHECK LIST (ANNEXURE-D):

The documents in the check list must be compulsorily submitted with tender document.

Any omission in this regard, will make the tenderers liable for its rejection. Before preparation of the online tender, the tenderer is advised to check each document and score at the appropriate place as Yes or No in the checklist and mention the page number accordingly.

## 10. HOW TO QUOTE RATES:

- a. Rates should be quoted per unit of cold cabinet (Refrigerator) considering for entire quantity required in the pescribed Financial Bid (F) only.
- b. Rates must be quoted **F.O.R.** destination to all District Veterinary Head Quarter of Assam.
- c. Validity of Rates: The rates quoted should be valid for a period of **1 year** from the date of signing of agreement. The purchaser may procure additional quantity of cold cabinet (Refrigerator) as per requirement and availability of fund within the validity period of rate of 1 year.

## **11.** <u>PRICE VARIATION/ESCALATION:</u>

- a. Increase in rate on any account such as increase in input cost etc. will not be admissible in any case.
- b. The tenderer will not quote or offer less price than the approved price in relation with this tender and agreement to any agency/institute concerned with Government of Assam or Government of India or other state Governments or supply the same vaccine to any of its distributor / dealers / whole- sellers at a lower rate (after applying all relevant discount structures) during the contract period including extension if granted, failing which "the tenderer" will have to accept the lesser price for all the orders concerned during the contract period.

## 12. ACCEPTANCE OF TENDERS:

- a. The Joint Director, Institute of Veterinary Biologicals, Guwahati-22 reserves the rights of accepting whole or any part of the tender or to refuse all tenders without assigning any reason.
- b. The Joint Director, Institute of Veterinary Biologicals, Guwahati-22 also reserves the right to call for break-up of the quoted rates if required.
- c. The Joint Director, Institute of Veterinary Biologicals, Guwahati-22 does not pledge himself to accept the lowest tender and reserves the right of accepting the whole or any part of the tender or portion of the rate offered against said items and the tenderer shall supply the same at the rates quoted.

## 13. SIGNING OF AGREEMENT:

- a. Successful Tenderer/authorized representative shall enter into a Contract Agreement with the Joint Director, Institute of Veterinary Biologicals, Guwahati-22 preferably within 2 days of acceptance of tender or when called for by the Joint Director in this regard.
- b. The successful Tenderer will be required to execute an agreement on non-judicial stamp paper worth Rs.100.00.
- c. Tenderer or his authorized representative is allowed to sign the agreement on behalf of the successful tenderer. Any other person will not be eligible to sign the agreement on behalf of the successful tenderer.
- d. The Earnest Money Deposit will be forfeited in case the tenderer fails to sign the agreement after acceptance of his tender. The tenderer is liable to be blacklisted in such case.

## 14. <u>SECURITY DEPOSIT</u>:

a. The successful Tenderer will have to submit a Performance Security @ 5% of quoted amount (Excluding Tax) or the amount as decided by the purchaser. The Performance Security should be valid beyond 6 months of termination of agreement. The Performance Security should be submitted in the form of Bank Guaranty or Term /Fixed

Deposit Receipt in favour of "**The Joint Director, Institute of Veterinary Biologicals, Guwahati-22**" drawn on any nationalized bank. The Performance Security should be in favour of "**The Joint Director, Institute of Veterinary Biologicals, Guwahati-22**" and shall be payable at Guwahati.

- b. The security deposit will be released after **6 months** of successful completion of the contract period.
- c. Security Deposit will stand forfeited, in case of any breach of terms and/or conditions of the Tender and/or contract.

### **15. INDENTING PARTIES:**

The Joint Director, Institute of Veterinary Biologicals, A. H. & Veterinary Department, Assam, Khanapara, Guwahati-22 will be the indenting officer for the Cold Cabinet (Refrigerator) under the contract.

### 16. DEMAND AND SUPPLY SCHEDULE:

- a. Successful Tenderer will have to supply the cold cabinet (Refrigerator) as per order placed within **10 (ten days)** days or the period as decided by the indenting officer after receipt of supply order. Failure to supply the cold cabinet (Refrigerator) within the stipulated period, the Tenderer is liable for a penalty of 0.5 % (Half percent) of the total price of the ordered cold cabinet (Refrigerator), per week or part thereof for late delivery of such cold cabinet (Refrigerator) till the date of its final supply/receipt.
- b. The quantity of cold cabinet (Refrigerator) to be supplied may change as per the discretion of the indenting authority.
- c. The tenderer will have to necessarily supply the cold cabinet (Refrigerator) of the same quality and make, as have been specified in his bid.
- d. Part supply will not be accepted.

### 17. BILL RAISING. PAYMENT AND PROCEDURE THEREOF:

- a. The supply should be made **F.O.R.** destination at all District Veterinary offices in Assam State. The cold cabinet (Refrigerator) supplied by the Tenderer should be as per specification and in good condition. It should be supplied as per terms and condition to all the district places of the Assam state at his own cost at the places mentioned in the supply order.
- b. The payment shall be released by the Director of A.H. & Veterinary Department, Assam, Chenikuthi, Guwahati-781003 only after the receipt of the delivery vouchers duly certified by the institute head to which it is supplied. All payment shall be made in the name of successful tenderer only.
- c. As the payments are made from Government Treasury, the undersigned shall not be responsible for any delay in receipt of grants from Government or procedural delay due to treasury operations, which is beyond control of undersigned or the indenting officer.

#### 18. TAX DEDUCTIONS FROM BILLS:

GST & other taxes as applicable at appropriate rate will be deducted at source for the supply made.

#### **19.** QUALITY CONTROL:

- a) If the undersigned desires to inspect the material, manufacturing facility and stores, they should be offered for inspection to him or to his agent at the cost of supplier.
- b) The quantity of the item will be checked and ascertained by the Director of A.H. & Veterinary Department through Joint Director, Institute of Veterinary Biologicals of Assam State.

i. Pre dispatch:-

The quality and quantity of cold cabinet (Refrigerator) before dispatch may be checked

at H.Q. by technical person entrusted by Director, A.H. & Veterinary Department, Assam State.

ii. Post-dispatch:-

The quality and quantity of cold cabinet (Refrigerator) after dispatch may be checked at the time of supply to District Veterinary Office by technical person entrusted by Director, A.H. & Veterinary Department, Assam State.

## 20. PENALTY CLAUSE:

In case, the supplier fails to deliver consignment within the contract period or in case the cold cabinet (Refrigerator) are found not in accordance with the prescribed specifications and / or as per approved samples, the Director, A. H. & Veterinary Department, Assam, Guwahati-3 or indenting officer on his behalf, shall exercise his discretionary powers to take one or more of the following actions. Any loss, penalty imposed on supplier shall be deducted from the bills payable to him to the extent of bill amount and any other amount due to contractor under the same or any other contract with the undersigned or any of the indenting agencies.

- a. To recover from the contractor as liquidated damages, a penalty of 0.5 % (Half percent) of the cold cabinet (Refrigerator) price, which the contractor/supplier has failed to deliver as aforesaid for each week or part of a week during which the delivery of such items may be in arrears, and/or
- b. To purchase such cold cabinet (Refrigerator) from any other sources and at such price as the purchasing officer in his sole discretion feels fit and to recover the differences of cost if any from the tenderer. The additional amount of expenditure incurred over and above approved rates will be liable for recovery from the approved tenderer. The defaulting contractor will be penalized to the extent of differences in the rate of 100% of the value of the order. If the defaulting contractor fails to pay penalty, he will be permanently delisted from the list of approved contractors of departments of Assam Government/Central Government and security deposits of the contractor will be forfeited.
- c. To forfeit the entire amount of security deposit of the contractor.
- d. To cancel the contract or part thereof with the supplier.
- e. To blacklist the supplier permanently from the list of departmental suppliers.

## 21. WARRANTY CLAUSE AND ITS OPERATION:

The Successful tenderer should declare that the cold cabinet (Refrigerator) sold to the buyer under this contract, shall be of best quality. The manufacturing date of item batch must be fresh. Supply shall be strictly in accordance with the specifications and particulars /mentioned in clause 1 (one). The compressor of the supplied item by the tenderer should have a warranty period of at least of **5** (**five**) years from the date of supply. It should be supplied as per terms and condition of current electronic goods transport rule to all the district places of the Assam state.

## 22. PERIOD OF VALIDITY OF CONTRACT:

The contract for the cold cabinet (Refrigerator) shall be valid for a period of **1 year** from the signing of the contract or as per the Governments directions.

## 23. <u>SETTLEMENT OF DISPUTES:</u>

- a. All the disputes between indenting agencies and the supplier shall be settled by the undersigned. However, the disputes between the successful tenderer and the undersigned or the appeal against the decision of undersigned in disputes referred to him, shall lie with the Principal Secretary/Commissioner/Secretary of Animal Husbandry and Veterinary Department, Government of Assam, Dispur, Guwahati-6.
- b. All Judicial proceedings will be under the jurisdiction of Guwahati High Court only.
- c. It will be the responsibility of the tenderer to prove beyond doubt his liability for any

exemption from paying the Earnest Money Deposit and/or security Deposit wherever applicable. The tender should produce relevant document/certificate from the competent authority in such case.

## 24. <u>REMOVAL OF DIFFICULTY</u>:

- a. The undersigned shall take such decision to remove difficulties due to ambiguity of provisions in the tender documents or due to provisions which are inconsistent with the objective of this tender.
- b. The dates quoted in the tender form are subject to change for any reason or in the event of any holiday, abruptly declared by Government.

Director A.H. & Veterinary Department, Assam Chenikuthi, Guwahati-03

Joint Director Institute of Veterinary Biologicals Khanapara, Guwahati-22

## (Annexure-I)

## <u>Bid Form</u>

(Letter Head of the bidder submitting quotation)

| No      |           |           |        |            |             | Da           | ate       |          |          |       |
|---------|-----------|-----------|--------|------------|-------------|--------------|-----------|----------|----------|-------|
| To,     |           |           |        |            |             |              |           |          |          |       |
|         |           |           |        |            |             |              |           |          |          |       |
|         |           |           |        |            |             |              |           |          |          |       |
|         |           |           |        |            |             |              |           |          |          |       |
| Sir,    |           |           |        |            |             |              |           |          |          |       |
|         | •         |           |        | •          |             | nts issued   |           | •        |          |       |
|         |           |           | da     | .te        |             | including    | Addenda   | Nos. (in | sert num | bers, |
| if any) |           |           |        | , the re   | eceipt of w | hich is here | by duly   | acknowle | edge, we | the   |
| unders  | igned off | er to sup | ply (d | eliver, in | stallation  | & commiss    | ioning-re | etain as | applica  | able) |

..... (name of items) specified therein in conformity with the said bidding documents for the sum or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

.....

We undertake, if our Bid is accepted to deliver the items in accordance with the delivery schedule specified.

If our Bid is accepted, we will obtain the performance security in the form of bank guarantee from a reputed Nationalized Financial Bid Bank within 2 (two) days of receipt of the notification of award in a sum equivalent to 5% (five percent) of the contract price for the due performance of the contract.

We agree to abide by this Bid for a period of ...... days from the date fixed for Bid opening as per the short NIQ, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We further agree to abide by all the terms and conditions of the bid documents.

Until a formal contract is prepared and executed, this Bid together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force as per the "Prevention of Corruption Act 1988".

(Name)

.....

(Signature) (In the capacity of) Duly authorized to sign Bid for and on behalf of.

10

## (Annexure-II)

## FINANCIAL BID ENVELOPE

## FORMAT OF QUOTATION \*

| Sl.<br>No. | Name of the<br>Article  | Technical Specification | Quantity | Rate<br>without<br>GST | GST | Rate<br>with<br>GST |
|------------|---|-------------------------|----------|------------------------|-----|---------------------|
| 1.         | 2.<br>Cold Cabinet<br>(Refrigerator) with<br>In-built Voltage<br>Stabilizer | 3.                      |          | 4                      | 5   | 6                   |

| Gross Total Cost: Rs |  |
|----------------------|--|
| (Rupees)             |  |

We also confirm that the normal Financial Bid warrantee/guarantee of ..... months shall apply to the offered goods.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

## Signature of Supplier

\* Applicable while the bids are being invited for more than one item and would be evaluated for all the items together. <u>Modify</u> where evaluation would be made for each item separately.

## (Annexure-III)

## DECLARATION OF THE TENDERER

- 1. That, I / We ...... am / are the Director / Proprietor of the firm.
- That, I / We hereby submit tender to the Joint Director, Institute of veterinary Biologicals, Khanapara, Guwahati-22 for the Supply of Cold Cabinet (Refrigerator) in this tender for the year 2018-19.
- 3. That, I / We have read the terms and conditions as mentioned in this tender form carefully and that, I shall / we will abide by all the terms and conditions contained therein.
- 4. That, I am / we are well acquainted with the facts about the firm and the information provided in the tender form is true and correct.
- 5. That, I / we may be punished as per law for any wrong information misleading facts provided in the tender form, besides rejection of my / our tender.
- 6. In case of any disputes, the jurisdiction will be Guwahati High court only.
- 7. I / We am / are bound to supply the items in the tender document is of best quality and shall be strictly in accordance with the specifications and particulars contained / mentioned in the ANNEXURE-A, during the period of validity of the tender. I / we hereby guarantee that the said items supplied by me / us during the period of validity of the contract, would continue to confirm to the description and quality aforesaid during the rate contract period.
- 8. I / we am / are bound to supply the indented Cold Cabinet (Refrigerator) within 10 days or as specified by the indenting authority. Failing which I / we am / are liable to pay penalty as per the terms and conditions mentioned in the penalty clause of this tender form.

I have carefully read the general & specific terms and condition of the tender for Purchase of Cold Cabinet (Refrigerator) and solemnly declare that the terms & conditions are acceptable to me and binding on me.

Signature of Tenderer (Seal)

Place:

Date:

## (Annexure-IV)

| <b>MANUFACTURERS'</b> | <b>AUTHORIZATION FORM*</b> |
|-----------------------|----------------------------|
|                       |                            |

| No Dated   |
|--|
| То   |
|  |
|  |
|  |
| Dear Sir,  |
| NIT No. :  |
| We who are established and reputable manufacturers of  |
| (name and description of   |
| goods offered) having factories at (address of factory) do hereby                            |
| authorize M/s (Name and address of Agent)  |
| to submit a bid, and sign the contract with you for the goods manufactured by us against the |
| above NIT.   |

No company or firm or individual other than M/s ..... are authorized to bid, and conclude the contract for the above goods manufactured by us, against this specific NIT. (This para should be deleted in simple items where manufacturers sell the product through different stockists.)

We hereby extend our full guarantee and warranty as per Terms and Conditions of Contract for the goods and services offered for supply by the above firm against this NIT.

Yours faithfully,

### (Name) (Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.

# (Annexure – V)

| CHECK LIST TO | BE SUBMITTED BY | TENDERER |
|---------------|-----------------|----------|
|---------------|-----------------|----------|

| SI.No. | Description  | Remark<br>(Y/N) | Page No. |
|--------|--|-----------------|----------|
| 1      | Tender Fee   |                 |          |
| 2      | Court fee stamp  |                 |          |
| 3      | EMD  |                 |          |
| 4      | Address proof of the firm / manufacturer   |                 |          |
| 5      | Bid documents duly signed with seal  |                 |          |
| 6      | Bid Form (Annexure-I)  |                 |          |
| 7      | Format of Quotation (Annexure-II)  |                 |          |
| 8      | Declaration duly signed by the tenderer (Annexure-III)   |                 |          |
| 9      | Manufacturer's authorization certificate (Annexure-IV)   |                 |          |
| 10     | Declaration of 5 years warranty by the bidder on the compressor.                                   |                 |          |
| 11     | GST Registration Certificate of the firm with registration number, valid on the date of filing the |                 |          |
| 12     | Income tax return for last 3 years.  |                 |          |
| 13     | Certificate of Exemption for Earnest Money deposit from the concerned authorities (If applicable)  |                 |          |
| 14     | PAN  |                 |          |
| 15     | Information brochure of the quoted item.   |                 |          |
| 16     | Check list duly signed (Annexure-V).   |                 |          |

The above details have been checked by me and found correct

Place:

Date:

Signature of the Tenderer

(Seal)

## **Contract Form**

#### (On Non Judicial stamp of adequate amount)

#### 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 Conditions of contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz. :
  - a. The Bid Form and the price schedule submitted by the Bidder, together with all other documents submitted by the bidder in his bid or obtained subsequently by the purchaser before the date of award of contract.
  - b. The Name, Technical Specification, Terms and conditions and other details issued by the purchaser vide his No. ...... dated ..... and
  - c. The purchaser's Notification of Award.
  - d. The bidder's acceptance letter against the purchaser's notification of award.
  - e. The performance security submitted by the bidder.
- 3. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.
- 4. The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
- 5. Brief Description of Items and Services:

| SI. No.                      | Description of Item to be supplied with<br>Technical Specifications |   | Unit Rate<br>(Rs) | Total<br>Amount (Rs) | GST | Delivery<br>Terms |  |
|------------------------------|---|---|-------------------|----------------------|-----|-------------------|--|
| 1                            | 2   | 3 | 4                 | 5                    | 6   | 7                 |  |
|                              |   |   |                   |                      |     |                   |  |
| Total                        |   |   |                   |                      |     |                   |  |
| Rupees                       | Rupees (in words total of col. 5)                                   |   |                   |                      |     |                   |  |
| Seal Signature of the bidder |   |   |                   |                      |     |                   |  |

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, delivered by.....the......the......(for the purchaser)

Signed, sealed, delivered by.....the......(for the supplier)

Witness:

## Performance Security Form

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

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

NIT No. and title: [insert no. and title of bidding process]

Bank's Branch or Office: [insert complete name of Guarantor]

**Beneficiary:**[insert complete name of Purchaser]

### **PERFORMANCE SECURITY No.:** [insert Performance Guarantee number]

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Security is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s') in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Security shall expire no later than the *[insert number]* day of *[insert month][insert year]*,<sup>*ii*</sup> and any demand for payment under it must be received by us at this office on or before that date.

[signatures of authorized representatives of the bank and the Supplier]

### **Privacy Policy:**

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from the User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a. in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b. if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c. to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d. to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

Director A.H. & Veterinary Department, Assam Chenikuthi, Guwahati-03

Joint Director Institute of Veterinary Biologicals Khanapara, Guwahati-22