



लोकप्रिय गोपीनाथ बरदलै क्षेत्रीय मानसिक स्वास्थ्य संस्थान

तेजपुर: अरुम: पिन: 784001

LGB REGIONAL INSTITUTE OF MENTAL HEALTH

(An Autonomous body under Ministry of Health and Family Welfare, Govt. of India)

Website: www.lgbrimh.gov.in, e - Mail: mail@lgbrimh.gov.in

Post Box No. 15:: FAX No. (03712) 233623

TEZPUR:: 784001 :: ASSAM

No. LGB/NAZ/1446/1087

Date: 27/02/2023

E-TENDER NOTICE

Online e-tenders i.e. two bid systems (Technical and financial) are invited through the e-procurement portal <http://eprocure.gov.in/cppp> by the Director, LGBRIMH, from primary physiotherapy equipments manufacturers or their authorized dealers or distributors for supply of physiotherapy equipments to LGBRIMH, Tezpur.

CRITICAL DATE SHEET

| Milestones | Start Date | Start Time | Last Date | Last Time |
|-----------------------|------------|------------|------------|-----------|
| Tender Publishing | 27.02.2023 | 5.00 PM | | |
| Tender Download | 27.02.2023 | 5.00 PM | 20.03.2023 | 3.00 PM |
| Bid Submission | 27.02.2023 | 5.00 PM | 20.03.2023 | 3.00 PM |
| Technical Bid Opening | 21.03.2023 | 3.00 PM | | |

Sd/-
Director
LGBRIMH



लोकप्रिय गोपीनाथ बरदलै क्षेत्रीय मानसिक स्वास्थ्य संस्थान

तेजपुर: असम: पिन: 784001

LGB REGIONAL INSTITUTE OF MENTAL HEALTH

(An Autonomous body under Ministry of Health and Family Welfare, Govt. of India)

Website: www.lgbrimh.gov.in, e - Mail: mail@lgbrimh.gov.in

Post Box No. 15:: FAX No. (03712) 233623

TEZPUR:: 784001 :: ASSAM

LGB Regional Institute of Mental Health, Tezpur, invites online tender for supply, transportation to site, installation and commissioning of physiotherapy equipments as per enclosed in schedules from reputed and financially sound supplier / manufacturer / dealer / firm / company etc. as per **terms and conditions** indicated below:

1. The tender is required to be submitted in two bids viz : "Technical Bid" and "Financial Bid"

2.(A) **Technical Bid** – This should include following documents to be uploaded in www.eprocure.gov.in:

Physical Documents: EMD and photocopies of following uploaded documents.

- Scanned copy of EMD of Rs.80,000.00 in the form of DD/FDR/BG in favor of Director, LGBRIMH, Tezpur payable at Tezpur, Sonitpur, Assam or proof of EMD exemption should be submitted.
- Proof of SSI enlistment. (If any)
- Scanned copy of Technical details of the quoted items with reference to the tender specification.
- Scanned copy of Catalogue/ literature make and model of the equipment offered.
- Scanned copy of Undertaking for providing CMC for 5 years or as mentioned in the specification after expiry of warranty/guarantee period.
- Scanned copy of Warranty/ guarantee period.
- Scanned copy of Statement of deviation (parameter-wise) from technical specifications and commercial condition, if any.
- Scanned copy of a declaration by the proprietor of the firm, in case, the firm is proprietorship *on non judicial stamp paper of worth Rs100.00 – duly attested by Notary Public*. A scanned copy of partnership deed duly registered by the Registrar of Firms, in case of partnership firm.
- Scanned copy of Authority letter from manufacturer in case bid is submitted by authorized agent.
- Scanned copy of Certificate of Quality control / ISO/CE/USFDA/CDSCO certificate of the equipment to be supplied
- Scanned copy of Copy of PAN card.
- Scanned copy of valid import license (if applicable)
- Scanned copy of manufacturing experience / marketing certificate.
- Scanned copy of brand approval certificate.
- Scanned copy of statement of financial status (Bidder annual turnover certified by CA)
- Scanned copy of performance report from Govt/ Semi-Govt/ Autonomous organization served (during last 5 years).

- List of commonly used spare parts of each equipment to be uploaded along with technical bid.
- Scanned copy of recent non-conviction/ non-blacklisting certificate *on non-judicial stamp paper of worth Rs100.00 – duly attested by Notary Public*. Annexure-VIII
- Scanned copy of updated Income Tax return documents for the financial year 2021-22
- Scanned copy of GST Registration no.
- Scanned copy of current account statement/ updated saving account.
- Scanned copy of duly filled undertaking as per annexure II and annexure-III.
- Scanned copy of valid Trade License or certificate of incorporation.
- Make in India specific Authorization certificate to be enclosed.
- Public procurement (Preference to Make in India) order no. P-45021/2/2017-BE-II dated 15 June, 2017 issued by DPIIT, Ministry of Commerce and Industry as amended from time to time and its subsequent orders notifications issued by concerned Nodal Ministry will be applicable. Scanned copy of local supplier declaration / certificate as per Annexure VI & VII to be uploaded.

2. (B) E-bid Cover-II: Financial bid packet will be submitted as Cover II and will consist of following: - Financial bid in the form of “BOQ” (BILL OF QUANTITIES) only. Financial bid will be submitted **online only**. Rate should be quoted F.O.R. destination in Indian Rupees inclusive of cost of equipment, freight, insurance and other taxes etc. as per prevailing rate as well as charges for installation and commissioning with all the men & materials required for the same. Bidder should quote rate of GST, CMC of each equipment (for five years) in the BOQ only. The GST column in BOQ is not in percentage. Kindly fill up the colored cells only.

(C) L1 bidder will be considered on item wise basis.

(D) The bidder has to quote all the CMC prices of the items that the bidder wants to quote.

3. Process of submission of online bid:

The bidders are requested to submit the soft copies of their bid electronically on the CPP portal using valid Digital Signatures (DSC).

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (<http://eprocure.gov.in/cppp>).
- b) The bidders will be required to choose a unique username and assign a password for their accounts and are advised to register their valid email address and mobile numbers as part of the registration process.
- c) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile. Only one valid DSC should be registered by a bidder.
- d) Bidder then logs in to the site through the secured log-in by entering their user-ID / password and the password of the DSC / e-Token.
- e) Bidder should take into account any corrigendum published on the tender document before finally submitting their bids.
- f) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.**
- g) Bidder should log into the site and upload their bids on or before the bid submission deadline.
- h) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- i) Bidder has to select the payment option as "offline" to pay the EMD as applicable and enter details of the instrument.
- j) A standard BOQ file in Excel format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The BOQ filename must not be changed and if in any case the BOQ is found to be modified by the bidder the bid will be rejected.
- k) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- l) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender. Bidder can contact via email id: lgbetender@gmail.com.**

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

4. Rate should be quoted as lump sum price F.O.R. destination in Indian Rupees inclusive of cost of equipment, freight, insurance, transit insurance, packaging, forwarding, all taxes etc. as well as charges for installation and commissioning with all the men materials required for the same. All inclusive lump sum prices need to be accompanied by a statement indicating a clear "break up" of lump sum price in its various components adding to arrive at all inclusive lump sum price. No other charge in addition will be payable on any account over and above the lump sum price quoted. Price variation clause will not be acceptable. The rate quoted in ambiguous terms such as "freight on actual basis" or "taxes as applicable extra" or "packaging forwarding extra" will render the bid liable for rejection irrespective of its gradation in respect of lump sum price quoted. Bidders in their own responsibility of whatsoever concession and exemption eligibility applicable to the Institute, shall advise the purchaser and quote accordingly. Bidders shall indicate the actual amount of octroi, taxes etc. which become otherwise payable in the extreme event of Institute authorities being not in a position to release certificate such as octroi exemption certificate, Form -D etc.

5.a.EMD- EMD of Rs. 80,000.00 in the form of DD/FDR/BG in favor of Director, LGBRIMH, Tezpur payable at Tezpur, Sonitpur, Assam or proof of EMD exemption should be submitted. The bidder without Earnest Money Deposit or proof of EMD exemption will be summarily rejected.

The DD/FDR/BG of EMD should reach LGBRIMH before the last date of opening of technical bid.

b. The EMD will be forfeited if the vendor withdraws or amends impaired and derogates from the tender or fails to execute duties on time as per directions of the Institute in any respect within the period of validity of tender. Separate EMD should be submitted for each schedule.

c. (i) EMD will be refunded to the unsuccessful bidder within thirty days from the date of issue of the supply order to the successful bidder and no interest would be paid thereon; and (ii) EMD of the successful bidder will be released only after the firm concerned deposits with the LGBRIMH necessary security deposit mentioned in para 6 below. No interest will be paid on the EMD.

6. Security Deposit: Performance Security equivalent to 3% of the total cost of the items approved shall have to be deposited by the successful bidder through DD/FDR/BG drawn in favour of Director LGBRIMH, payable at Tezpur. Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. The same amount will be released after fulfillment of contractual obligations and no interest shall be payable thereof.

Tender Number, its due date and complete address of the firm should also be clearly written on the **BACK SIDE OF THE DEMAND DRAFT SO AS TO ENSURE** safe return of the demand draft to the unsuccessful or successful tenders as the case may be.

EMD of all bidders will be returned in due course of time.

7. SIGNING OF BID:-

- a) The bid is liable to be ignored if incomplete information is given or documents asked for are not dully filled or furnished.
- b) Individual signing the bid or other documents concerned with the bid must specify whether he signed as :
- A sole proprietor of the firm, or constituted Attorney of such proprietor.
 - A partner of the firm, if it is a partnership concern, in which case, he must have legal authority to sign, answer and admit to refer dispute to arbitration.
 - Constituted Attorney if it is a company.
- c) A declaration by the proprietor of the firm, in case, the firm is proprietorship *firms on non-judicial stamp paper of worth Rs100.00 - duly attested*
- d) An attested copy of partnership deed duly registered by the Registrar of Firms, in case of partnership firm. An attested copy of article of memorandum with constitution of firm & guideline, in case of private limited firm with name, photo & signature.

NOTE:-

** In case of (b), a copy of the Partnership Deed, General Power of Attorney, in each case, duly attested by a Notary Public, as affidavit on a stamp paper to the effect that all the partners admit execution of the partnership agreement and authority of the general power of attorney should be furnished.

** In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the bid and all other related documents must be signed by every partner of the firm.

** A person signing the bid form or any documents forming part of the bid on behalf of another shall be deemed under warranty that he has the authority to bind himself with such person. If on enquiry, it appears that the person so signing has no authority to do so, the purchaser without prejudice to other Civil & Criminal remedies can cancel the contract and hold the signatory responsible for all cost & conveyances arising there from.

8. (a). A deed of agreement will have to be executed on non judicial stamp paper Rs. 100/- by the successful bidder for supply, transportation, installation and commissioning of the equipment/instruments, training to the staffs of the institute authority in the format (Annexure-V)

(b). Supply: Supply shall be made by successful bidder within 15 days from the date of placement of supply order. Extension of delivery period in exceptional case will be entirely at the discretion of the Director. In case of failure to supply within stipulated period the supplying firm shall be liable to pay compensation as decided by the purchaser.

(c). Working Demonstration: In case the technical Evaluation committee desires, all prospective bidders shall have to give video demonstration of their product before the expert (s) during the time of technical evaluation. It is therefore advisable to depute some senior staff during the time of technical evaluation process. Who can reply satisfactorily all the queries of the expert(s) and can take spot decision.

(d). Only manufacturer, authorized distributor/stockiest/Agent of the firm whose item is being quoted would be considered.

(e). Name, Designation and specimen signature of the person/representative authorized by the competent authority of the firm to deal with the tender/sign the tender document must be uploaded in the tender.

Bidder must provide local address, if any, along with the telephone number and Fax no. with

tender for all correspondence.

The firm should also provide the complete address along with telephone and fax no. of the service centre from where after sale service will be provided.

(f). **Validity of the offer** as per deed of agreement.

(g). Guarantee/Warranty

i. The supplier warrants that goods supplied the contract are new, unused or the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the purchaser's specifications) or from any act or omission of the supplier. That may develop under normal use of the supplied goods in India, i.e. the country of final destination.

ii. The equipment should be guarantee/warranted for a minimum period of 5 years.

iii. Where lifelong guaranteed/warranted is applicable, it should be mentioned clearly.

iv. The purchaser shall notify the supplier in writing of any claim arising under this warranty.

v. The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay customs duty and all expenses up to the destination for the replaced part.

(h). **The tenderer** shall upload an undertaking by the manufacturer of the equipment for servicing the equipment and supply the spare parts whenever required at least for five years after completion of warranty/guarantee. In case of CMC (comprehensive maintenance contract) the rate should be quoted inclusive of spares.

(i). The firm should ensure to keep the equipment in working order throughout the year. In event of equipment covered under CMC going out of order the fault shall have to be attended within 72 hours of lodging the complaint. In case the equipment is not restored in functional order within a reasonable time without acceptable reasons a penalty of 0.5 percent of total cost of CMC of the equipment per day for the period of the equipment remaining out of order will be levied during CMC.

(j) During warranty/guarantee period in the event equipment remaining out of order for a period of 72 hours of lodging the complaint without any acceptable reasons penalty of extent of 0.25 percent of the purchase value of the equipment shall be levied for each day of the equipment remaining nonfunctional beyond permissible limit.

9. If the product of foreign origin, the firm to enclose a certificate of registration with Govt. of India Directorate General of Supplies and Disposal to act s Indian Agent. In case the offer is from other than the manufacturers and is supplied by an Indian Agent then a certificate that quantum of Indian agency commission mentioned by the firm in the proforma invoice is the same as is being charged from other departments/Institutions for similar items. Must accompany the technical Bid.

10. Certificate in the form of an agreement/MOU between sole authorized importer and authorized dealer confirming the provision of After-sale service for whole of guarantee/warranty period availability of spares and maintenance etc to be submitted failing which tender would be liable for rejection.

11. Training for operating and handling the machine for a minimum period of 03 days to be imparted on site. An undertaking certificate to this effect has to be enclosed alongwith the tender.

12. Working Demonstration: Working Demonstration shall be provided to the Technical evaluation Committee within stipulated time frame as and when asked for.

13. Only manufacturer, authorized distributor/stockist/Agent of the firm whose item is being quoted would be considered.

14. The offer should be valid for 1 year from the date of opening of the tender.

15. Guarantee/Warranty – The equipment must have 5 years of warranty from the date of satisfactory installation.

16. (a) The bidder shall enclose a scanned copy of undertaking by the manufacturer of the equipment for servicing the equipment and supply the spare parts whenever required at least for 5 years after completion of warranty/guarantee. In case of CMC (Comprehensive Maintenance Contract) the rate should be quoted inclusive of all relevant preventive maintenance, cost of spares, technical and operational after sale service assistance from the manufacturer including service personal site visit recommendation from its manufacturer.

(b) The firm should ensure to keep the equipment in working order throughout the year.

(c) In event of equipment covered under CMC going out of order the fault shall have to be attended within 72 hours of lodging the complaint. In case the equipment is not restored in functional order within a reasonable time without acceptable reasons a penalty of 0.5 percent of total cost of CMC of the equipment per day for the period of the equipment remaining out of order will be levied during CMC.

(d) During warranty/guarantee period in event of equipment remaining out of order for a period of 72 hours of lodging the complaint without any acceptable reasons penalty of extent of 0.25 percent of the purchase value of the equipment shall be levied for each day of the equipment remaining non-functional beyond permissible limit.

(e) The bidder has to provide CMC for five years after expiry of the warranty period. The rate should be quoted in the financial year for each year of CMC of the equipment.

17. For spares – Along with the rate of CMC a list of commonly used spares with price as on date should be also enclosed in the financial bid.

18. One agent can not represent two manufacturers or quote on their behalf in a particular tender for particular item.

19. Bidder has to submit signed Declaration Form given in the main tender document.

20. A certificate from the principal that-

(a) Regarding CMC spares and any other miscellaneous items (as applicable) of the equipment quoted will be made freely available for at least 5 years after expiry of warranty/ guarantee period (as per annexure II). **“To be made part of technical bid”**

(b) Information regarding appointment of new agent in case of change of agent shall be furnished immediately.

21. Bidder has to submit a scanned copy of signed undertaking on stamp paper of Rs. 100.00 (one hundred only) along with the tender documents as per enclosed annexure –III.

22. Bidder has to submit a scanned copy of manufacturer’s authorization certificate on letter head as per annexure IV in case of submitted by agents.

23. Payment shall be released after satisfactory installation and commissioning of the equipment along with production of the following documents that should be addressed to the Director LGBRIMH, Tezpur.

i. Invoice in triplicate along with the other documents as per the tender conditions.

ii. The original challan copy.

iii. Test certificates.

iv. Warranty certificates.

v. Installation report.

24. In the event of cancellation of the supply order due to fault of tenderer the EMD shall stand forfeited.

25. Penalty Clause :

- a. In case of failure of the tenderer to accept the awarded job and execute the deed of Agreement within specified time, the earnest money deposited by the tenderer along with the tender will stand forfeited and the tenderer will be barred from submitting tenders for any articles in this Institute for the next 5 years.
- b. In the event of the tenderer failing to perform the contract after execution of the deed of Agreement and execution of contract, the contract awarded shall be cancelled and the security money deposited will be forfeited without assigning any reason thereof and the tenderer will be barred from submitting tenders for any Articles in this Institute for the next 5 years.
- c. In case of failure of the tenderer to supply the indented item on time, the requisite items may be procured through other approved firm at the same accepted rate or may be purchased from the local market and the additional expenditure incurred plus 2% of purchase value, whichever is more will be realized from the bill or from the earnest money deposit of the successful bidder repeated failure to supply items on time will invite forfeiture of the earnest money deposit of the supplier.

26. The successful bidder shall have to execute a DEED of contract for supply, transportation, installation and commissioning of the equipment / instruments, training to the staffs of the Institute as per the Direction in the form as may be prescribed by the undersigned in due course.

REJECTION OF THE TENDER :- Terms & Conditions

The Bid will be rejected due to any of the reason or reasons mentioned below:-

- a) Rates indicated in other than designated document (E-bid Cover II).
- b) Rates not indicated to include all taxes.
- c) Uploading of misleading /contradictory /false statement or information & fabricated /invalid documents.
- d) Tender not duly filled up properly.
- e) Non-submission of any of the items mentioned from para no. 2 (A) & 2 (B).

27. No court outside and other than Tezpur court shall have the jurisdiction in the matter.

28. The Institute reserves the right to cancel the contract at any point of time during the contract period.

29. The bidder should not be an employee of LGBRIMH and should not have any relative working in LGBRIMH.

30. The bidder has to provide demo of the quoted item in front of technical committee as or when necessary.

31. Director reserves the right to reject / accept any or all tenders without assigning any reason thereof and also has right to place order on one or more firms. No correspondence will be entertained.

32. Public Procurement (Preference to Make in India) order no. P-45021/2/2017-BE-II dated 15 June, 2017 and subsequent amendment on 16th September, 2020 issued by DPIIT, Ministry of Commerce and Industry and as amended from time to time and its subsequent orders notifications issued by concerned Nodal Ministry will be applicable in this tender. Scanned copy of local supplier declaration / certificate as per Annexure VI & VII to be uploaded.

List of Physiotherapy Equipment with Specification:

| SI No | Name of the Equipment | Proposed Specification | Qty. |
|-------|-----------------------------|---|-------|
| 1. | Short wave diathermy: (SWD) | <ul style="list-style-type: none"> Fully Solid State Shortwave Diathermy device, without Valve, shall apply electromagnetic energy in the 27.12 MHz RF band. Should have colour touch screen to display all treatment parameters Coupling % should be displayed on screen to ensure proper energy transfer Should have full range of preset programs and free memory space to store users program Should have Coil Field Applicator for deep penetration and flexible arm for easy positioning Should have Power: Up to 200 W (Peak) Should have Continuous & pulsed mode of operation for wide range of treatment options Pulse frequency should be adjustable up to 1000Hz Supply voltages: 220 V – 240 V / 50 Hz/ 60 Hz Power consumption max. 700 W Should have Circuit breaker in the mains switch Should be ISO or CE or USFDA or CDSCO certified | 1 |
| 2. | Manipulation couch (3 Nos) | <ul style="list-style-type: none"> Should have at least 6 Section electric height adjustable versatile couch suitable for all types of Mobilization techniques for manual therapy. The couch should have the facility of drop down shoulders. Electric height adjustment range from 44 – 95cm, operated by hand- or footswitch Should have special sensor-foot switches. Should have Tilt adjustable arm rests with self fixation. Should have wheel system with all-directional movements. Cushion with various segmentations with PU-padding and synthetic leather cover. Head Section with breathing hole and adjustable from +30° to -90° Mid Section (Spinal) adjustable up to 20cm | 3 Nos |

| | | | |
|----|-----------------------------|---|---------------|
| | | <ul style="list-style-type: none"> Should be ISO or CE or USFDA or CDSCO certified. | |
| 3. | Hydraulic stepper (2 Nos) | <ul style="list-style-type: none"> Should be made up of heavy-duty stainless steel, compact, lightweight, easy to use and transport Should have LCD display, which can display, calculate time, total counts and calories non-slip pedals. The twist section moves up and down through low-impact torsional movements. Should have hydraulic resistance and adjustment buttons. The feet with non-slip edges are particularly large and the non-slip support surface provides safety when training with our steppers. Maximum load: 120 kg. Size: (40-50) cm (length) x (35-40) cm (width) x 10~31 cm (height) | 2 Nos. |
| 4 | Multi exercise therapy unit | <ul style="list-style-type: none"> Natural polished teakwood construction, suitable for exercise of all upper and lower limbs. Having of following attachments: Wall bar 240 cm high X 75 cm wide. Detachable wrist rollers with side handle for supination and pronation exercises. Removable rowing machine cum sliding seat. Four handles, 12 pulleys, nylon rope and double set of locking weights. for pulley exercises. | 1 |
| 5. | Magnetic shoulder wheel | <ul style="list-style-type: none"> The product's arm should be adjustable from 10 to 25 inches to adjust the arc of the shoulder wheel. Should come with automatic five-function digital LCD display, speed, elapsed time, calories, distance, and scan of all functions. Resistance knob should be there for resistance controlled. | 1 |
| 6. | Hand skate roller | <ul style="list-style-type: none"> Stainless steel channel's fabricated skate, fitted with free movement wheels and a gripping handle for exercising on the exercise board for Hand, Arm and Shoulder exercise. Skates fitted with ball bearing castors. | 1 |
| 7. | Exercise mats (3 Nos) | <ul style="list-style-type: none"> Length x breadth 6.5ft x 4ft thickness 4 inches | 3 nos |

| | | | |
|----|---|--|--------------------------|
| | | <ul style="list-style-type: none"> • Should have high quality rexine/ leather cover. | |
| 8. | Static bicycle with LCD monitor (2 Nos) | <ul style="list-style-type: none"> • Should have Trainer-Led Workouts • Should have Bluetooth Enabled: • Should have Magnetic resistance: • Net Weight – 30-40Kg • Flywheel Weight – up to 16.5lb • Max User Weight – up to 120Kg • Max User Height – up to 6.5ft | 2 Nos. |
| 9. | Weight cuff (3 kg & 5kg) | <ul style="list-style-type: none"> • Should be filled with low friction smooth steel balls for soft feel, easy wearing and to make the product accident free. • Should have high density of steel balls • Should have Reverse buckle mechanism ensuring secure tightening, easy application and removal of the cuff and flexible sizing. • Should have Aerodynamic shape ensuring good grip • Should be made from strong spandex fabric for durability, enhanced comfort. | 3Kg=1 pair 5Kg=1 pair |

Annexure – II

CHECK LIST FOR TERMS AND CONDITIONS

The bidder should ensure that the following information/ documents are enclosed as scanned copies along with the bidding documents (Technical Bid)

| | | Yes/No |
|-----|--|--------|
| 1. | Scanned copy of EMD of Rs.80,000.00 in the form of DD/FDR/BG in favor of Director, LGBRIMH, Tezpur payable at Tezpur, Sonitpur, Assam or proof of EMD exemption should be submitted. | |
| 2. | Proof of SSI enlistment (if any) | |
| 3. | Scanned copy of Technical details of the quoted items with reference to the tenderspecification. | |
| 4. | Scanned copy of Catalogue/ literature make and model of the equipment offered. | |
| 5. | Scanned copy of Undertaking for providing CMC for 5 years or as mentioned in the specification after expiry of warranty/guarantee period. | |
| 6. | Scanned copy of Warranty/ guarantee period. | |
| 7. | Scanned copy of Statement of deviation (parameter-wise) from technical specifications and commercial condition, if any. | |
| 8. | Scanned copy of a declaration by the proprietor of the firm, in case, the firm is proprietorship <i>non-judicial stamp paper of worth Rs100.00 – duly attested by Notary Public</i> . A scanned copy of partnership deed duly registered by the Registrar of Firms, in case of partnership firm. | |
| 9. | Scanned copy of Authority letter from manufacturer in case bid is submitted by authorized agent. | |
| 10. | Scanned copy of Certificate of Quality control /ISO/CE/USFDA/CDSCO certificate of the equipment to be supplied. | |
| 11. | Scanned copy of Copy of PAN card. | |
| 12. | Scanned copy of valid import license (if applicable) | |
| 13. | Scanned copy of manufacturing experience / marketing certificate. | |
| 14. | Scanned copy of brand approval certificate. | |
| 15. | Scanned copy of statement of financial status, (bidder annual turnover certified by CA) | |
| 16. | Scanned copy of performance report from Govt/ Semi-Govt/ Autonomous organizationserved (during last 5 years). | |

| | | |
|-----|--|--|
| 17. | Scanned copy of recent non-conviction/ non-blacklisting certificate <i>on non-judicial stamp paper of worth Rs100.00 – duly attested by Notary Public.</i> Annexure-VIII | |
| 18. | Scanned copy of updated Income Tax return documents for the financial year 2021-22 | |
| 19. | Scanned copy of GST Registration no. | |
| 20. | Scanned copy of current account statement/ updated saving account. | |
| 21. | Scanned copy of duly filled Undertaking as per annexure II and annexure III. | |
| 22. | Scanned copy of valid Trade License or certificate of incorporation. | |
| 23. | Scanned copy of Annexure VI & VII (wherever applicable). | |

Undertaking

Annexure - III

Item No.:

Name of Firm:

To

The Director, LGBRIMH
Tezpur- 784001

Sir,

1. I hereby certify that I have gone through the terms and conditions mentioned in the tender document including annexure and undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for acceptance for the period of one year from the date of opening of tender.

2. It is certified that rate quoted are the lowest quoted for any institution / Hospital in India.

3. Earnest money deposited by me/us viz. Rs in the form of Fixed deposit receipt pledged in favour of director, LGBRIMH, Tezpur is attached herewith and shall remain in the custody of the Director, LGBRIMH, Tezpur as per sl.5 of the terms and condition.

4. (A) I/We give the rights to the Director, LGBRIMH, Tezpur, to forfeit the EMD/security Money deposited by me / us if any delay occur on my /agent's part or fail to supply the article at the appointed place in time and the desired specification.

(B) I/We undertake that I/We will be in position to enter into annual maintenance contract comprehensive maintenance contract (CMC). Spare parts consumables for five years after completion of guarantee/warranty period. I/We also undertake to keep the equipment in running order through out the year and in case the equipment go out of order, the fault will be attended within 72 hours of lodging the complaint failing which, a penalty of 0.5 percent of total cost of CMC of the equipment per day for the period of the equipment remaining out of order will be levied me/us. During warranty/guarantee period in event of equipment remaining out of order for a period of 72 hours of lodging the complaint without any acceptable reasons penalty of extent of 0.25 percent of the purchase value of the equipment shall be levied on me/us for each day of the equipment remaining nonfunctional beyond permissible limit.

5. There in no vigilance /CBI case or court case pending against the firm/ supplier.

6. On inspection if any article found not as per specification of the supply order, it shall be replaced by me/us in time as asked for, to prevent any inconvenience at me / our own expenses.

7. I/We hereby undertake to supply the items as per direction given in the supply order within the stipulated period.

8. In case of non fulfillment of the terms and conditions of the contract supply order, the Director, LGBRIMH shall have right to take appropriate action and impose penalty as deem fit.

I/We undertake to provide guarantee/warranty as mentioned in the specifications from the date of satisfactory installation and inspection. I also undertake that I will maintain the equipment during the period and replace the detected parts free of cost if necessary.

I/We undertake that Director, LGBRIMH, Tezpur has the right to accept or reject any of the tenders without assigning any reasons thereof.

YOURS FAITHFULLY

SIGNATURE OF THE BIDDER
RUBBER STAMP

A 1 WITNESS SIGNATURE
2. FULL NAME
3. ADDRESS

B. 1 WITNESS SIGNATURE
2. FULL NAME
3. ADDRESS

Authorization Letter

To

The Director, I.GBRIMH
Tezpur- 784001

Dear Sir,

Authority letter against

Tender no.....due on..... items quoted
..... We..... who are established and reputed
manufacturers of having factory at And hereby
authorize M/s (Name and address of the agent) to bid, negotiate and
conclude the contract with your institution against above tender for the above goods
manufacturer by us.

We hereby extend our full guarantee/ warranty as per clause no. 14 of the terms and conditions
of the tender for the goods offered to supply against the invitation of bid from the above firm.
We also confirm that spares and any other miscellaneous items (as applicable) of the equipment
quoted will be freely available for at least five years after expiry of warranty / guarantee period.

Our other responsibilities include

1. Information regarding the name of new agent, in case of change of agent
 2. (Here specify in detail
manufacturers responsibilities) The service to be rendered by M/s
are as under
1.
 2.
- (Here specify the services to be rendered by the agents)

Yours faithfully,

(Signature & Name of manufacturer)
With address and seal

Note: This letter of authorization should be on the letter head of the manufacturer concerned and
should be signed by a person competent and having the Authorization to issue said
certificate on behalf of the manufacturing firm. The said certificate should also bear the
signature of participating tendered as a witness.

DEED OF CONTRACTUAL AGREEMENT

THIS AGREEMENT made the.....day of, 20....., Between Director, Lokopriya Gopinath Bordoloi Regional Institute of Mental Health, Tezpur Assam (hereinafter "the Purchaser") of the one part and M/s _____ (hereinafter called "the Supplier") of the other part:

WHEREAS in response to the notification No. LGB/NAZ/..... Dated The bidder has submitted to the LGBRIMH a tender for supply of physiotherapy equipments specified there in the Annexure I subject to the terms & conditions contained in the said tender.

AND WHEREAS the bidder has also deposited with the Government a sum of Rs. as performance security for the execution of an agreement undertaking the due fulfillments of the contract, in case this tender is accepted by LGBRIMH.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this

Agreement, viz.:

- a) The Letter of Acceptance issued by the purchaser/ Supply Order.
- b) The Notice Inviting Tender
- c) The supplier's bid including enclosures, annexure, etc.
- d) The Terms and Conditions of the Contract
- e) The Schedule of Requirement
- f) The Technical Specification
- g) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.

2. In case the bidder fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the purchaser shall have the power and authority to recover from the supplier any loss or damage caused to LGBRIMH by such breach as may be determined by LGBRIMH by appropriating the security money deposited by the supplier and take appropriate action as per penalty clause of the tender. If the security deposit is found to be inappropriate, the deficit amount may be recovered from the supplier from his outstanding bill or such other manner as the purchaser may deem fit.

3. On inspection if any article found not as per specification of the supply order it shall be replaced by me/us in time as asked for, to prevent any inconvenience at my/our expenses. In case

of non-fulfillment of the terms and conditions of the contract/ supply order, the Director I.GBRIMH shall have right to take appropriate action and impose penalty as deem fit.

4. 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 without interruption and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

6. In case of any dispute the same shall be mitigated as per provision of the tender and territorial jurisdiction **shall be within the limit of the Tezpur District Court.**

In the presence of witness
his/her nominee

1.....
2.....

Signature of the Purchaser or

(with seal)

In the presence of witness

1.....
2.....

Signature of the Supplier

(with seal)

Format for Affidavit of Self Certification regarding Local Content in a Medical Device/Physiotherapy equipment to be provided on Rs. 100/- Stamp Paper

Date: _____

I _____ S/o.D/o. W/o _____, Resident of _____ do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals, Government of India, for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 as amended from time to time and its subsequent orders notification issued by concerned Nodal Ministry and

I agree to maintain the following information in the Company's record for a period of 5 years and shall make this available for verification to any statutory authorities:

- I. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- II. Date on which this certificate is issued
- III. Medical devices for which the certificate is produced
- IV. Procuring entity to whom the certificate is furnished
- V. Percentage of local content claimed
- VI. Name and contact details of the unit of the manufacturer
- VII. Sale Price of the product
- VIII. Ex-Factory Price of the product
- IX. Freight, insurance and handling
- X. Total Bill of Material
- XI. List and total cost value of inputs used for manufacture of the medical device
- XII. Listing and costing of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached.
- XIII. List and cost of inputs which are imported, directly or indirectly

For and behalf of

Authorized signatory (To be duly authorized by the Board of Director)

(Name of Firm/ entity)

Calculation of Local Content

| Name of Manufacturer | Calculation by Manufacturer (Cost per unit of product) | | | Percentage of Local Content $D=(a/c)*100$ |
|--|---|--------------------------------------|--------------------------------------|---|
| | Cost Component | Cost (Domestic Component) a | Cost (Imported Component) b | |
| I..... | | | | |
| II..... | | | | |
| III. Total Cost (Excluding tax and duties) | | | | |

Note:

- I. **Cost (Domestic Component):** Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) which havenot been imported directly or through a domestic trader or an intermediary.
- II. **Cost (Imported Component):** Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken).

UNDERTAKING

The Director,
LGBRIMH, Tezpur
Sir,

1. The undersigned certify that I/we have gone through the entire quotation documents including terms and conditions mentioned in the quotation document and undertake to comply with them. I/we have no objection for any of the content of the quotation document and I/we undertake not to submit any complaint/ representation against the quotation document after submission date and time of the quotation. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of quotation.
2. I/ We enclose herewith the bank DD/FDR/BG No. Dated.....For Rs. (For Rupees.....) drawn in favor of the Director LGBRIMH, Tezpur towards EMD.
3. I/We undersigned hereby bind myself/ourselves to LGB Regional Institute of Mental Health, Tezpur, Assam -784001 to supply the approved product in the approved prices to **LGBRIMH, Tezpur**. The product shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, **LGBRIMH, Tezpur**, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/we undertake to arrange for a demonstration of the product, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of the quotation. Cost of such demonstration shall be borne by me/ us.
5. Performance security 3% of the cost of the product approved shall be deposited by me/us in the form of DD/FDR/Bank Guarantee in the name of Director, **LGBRIMH, Tezpur** on award of the contract from a Nationalized / Commercial Bank and shall remain in the custody of the Director **LGBRIMH, Tezpur** till the validity of the Contract period plus two month. Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
6. I/We declare that no legal/financial irregularities are pending ~~against~~ the proprietor Partner of the quoted firm or manufacturer.
7. I/We undertake that the products supplied are as per Make/Model /Catalogue/ technical literature description.
8. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the product at the prices and rates not exceeding those mentioned in the Financial Quotation.
9. I pledge and solemnly affirm that the information submitted in quotation documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of quotation period, the Director, **LGBRIMH, Tezpur** (India) will have full authority to take appropriate action as he/she may deem fit.

Place

Date.....

Signature of bidder
With seal of firm (**Name of bidder**)