



लोकप्रिय गोपीनाथ बरदलै क्षेत्रीय मानसिक स्वास्थ्य संस्थान
तेजपुर: असम: पिन: ७८४००१

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/LIB/228/1273/PT-C/2020/ **2398**

Dated :- **27/04/2023**

E-TENDER NOTICE

Online e-tenders in two bid systems (Technical and Financial) are invited through the e-procurement portal <http://eprocure.gov.in/cppp> by the Director, LGBRIMH, Tezpur from eligible Manufacturers / Firms / Companies / Authorized Agents / Distributors/ Dealers for Up gradation of IBM SPSS to 29th version for 10 users at Central Library, LGBRIMH, Tezpur for the year 2023-24.

CRITICAL DATE SHEET

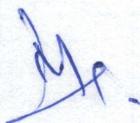
Milestones	Start Date	Start Time	End Date	End Time
Tender Publishing	27-04-2023	5:00 PM		
Tender Download	27-04-2023	5:00 PM	17-05-2023	3:00 PM
Bid clarification	27-04-2023	5:00 PM	03-05-2023	5:00 PM
Bid Submission	27-04-2023	5:00 PM	17-05-2023	3:00 PM
Technical Bid Opening	18-05-2023	3:00 PM		

Sd/-
Director
LGBRIMH


Jai Sr. Saha

Sl. No.	Terms and Conditions for Submission
1.	<p style="text-align: center;"><u>E-TENDER NOTICE</u></p> <p>Online e-tenders i.e. two bid systems (Technical and Financial) are invited through e-procurement portal http://eprocure.gov.in/cppp by the Director, LGBRIMH from registered vendors, for up gradation of IBM SPSS at LGBRIMH-Tezpur, for the year 2023-24.</p> <p>a) <u>Physical Documents:</u></p> <p style="padding-left: 40px;">(i) EMD (as applicable) (ii) Photocopies of all the documents uploaded</p> <p>b) <u>E-bid Cover -I :</u> Will contain the Technical Bids consisting of following in a single PDF file in the following sequence:-</p> <p>i) Scanned copy of EMD of Rs.6477.00 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.</p> <p>ii) Scanned copy of the bidder is a partner/supplier/resellers/distributors/channel partner of the OEM.A copy of the agreement or authorization certificate in this regard has to be enclosed.</p> <p>iii) Scanned copy of CA certifies copy of Annual Turnover for last 3 years i. e, supporting documents regarding annual turn-over of Rs.4 Lakhs .</p> <p>iv) Scanned copy of a declaration by the proprietor of the firm, in case, the firm is in proprietorship on non judicial-stamp paper of worth Rs. 100.00 duly attached by notary Public. A scanned copy of partnership deed duly registered by the Registrar of firm, in case of partnership firm. In case of company, certificate of incorporation has to be enclosed.</p> <p>v) Scanned copy of recent non-conviction/non-blacklisting certificate on non judicial stamp paper of worth Rs. 100.00-duly attested by notary public.</p> <p>vi) Scanned copy of Authority letter from manufacturer in case bid is submitted by authorized agent.</p> <p>vii) Scanned copy of latest supply order/Contract agreement with satisfactory Performance Certificates from at least 3 different Institute Govt. / Autonomous/Semi Govt. Organizations.</p> <p>viii) Scanned copy of warranty/Guarantee period.</p> <p>ix) Scanned copy of certificate of GST.</p> <p>x) Scanned copy of PAN Card.</p> <p>xi) Scanned copy of valid trade license or certificate of incorporation</p> <p>xii) Scanned copy of dully filled undertaking –as per Annexure-III and duly signed by authorized person.</p> <p>xiii) Scanned copy of dully filled up Annexure- I, II, and IV.</p>

	<p>xiv) Scanned copy of make in India specific Authorization certificate to be enclosed.</p> <p>xv) Public procurement (Preference to Make in India) order no. P-4502 1/2/2017-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.</p> <p>C) E-bid Cover-II: Financial bid packet will be submitted as Cover I 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.</p>																																								
2.	The Period of Bid:-The Bid should be valid for period of 90(Ninety) days from the date of opening of bids. The Bidder should be ready to extend the validity if required.																																								
3.	<table border="1" data-bbox="300 875 1422 1556"> <thead> <tr> <th colspan="5" data-bbox="300 875 1422 936">CRITICAL DATE SHEET</th> </tr> <tr> <th data-bbox="300 936 687 1010">Milestones</th> <th data-bbox="687 936 868 1010">Start date</th> <th data-bbox="868 936 1038 1010">Start Time</th> <th data-bbox="1038 936 1233 1010">Last Date</th> <th data-bbox="1233 936 1422 1010">Last Time</th> </tr> </thead> <tbody> <tr> <td data-bbox="300 1010 687 1084">Tender Publishing</td> <td data-bbox="687 1010 868 1084"></td> <td data-bbox="868 1010 1038 1084"></td> <td data-bbox="1038 1010 1233 1084"></td> <td data-bbox="1233 1010 1422 1084"></td> </tr> <tr> <td data-bbox="300 1084 687 1158">Tender Download</td> <td data-bbox="687 1084 868 1158"></td> <td data-bbox="868 1084 1038 1158"></td> <td data-bbox="1038 1084 1233 1158"></td> <td data-bbox="1233 1084 1422 1158"></td> </tr> <tr> <td data-bbox="300 1158 687 1232">Pre-Bid Meeting</td> <td data-bbox="687 1158 868 1232"></td> <td data-bbox="868 1158 1038 1232"></td> <td data-bbox="1038 1158 1233 1232"></td> <td data-bbox="1233 1158 1422 1232"></td> </tr> <tr> <td data-bbox="300 1232 687 1305">Bid Submission</td> <td data-bbox="687 1232 868 1305"></td> <td data-bbox="868 1232 1038 1305"></td> <td data-bbox="1038 1232 1233 1305"></td> <td data-bbox="1233 1232 1422 1305"></td> </tr> <tr> <td data-bbox="300 1305 687 1379">Technical Bid Opening</td> <td data-bbox="687 1305 868 1379"></td> <td data-bbox="868 1305 1038 1379"></td> <td data-bbox="1038 1305 1233 1379"></td> <td data-bbox="1233 1305 1422 1379"></td> </tr> <tr> <td data-bbox="300 1379 687 1556">Original Documents verification of shortlisted candidates</td> <td colspan="4" data-bbox="687 1379 1422 1556">To be notified later on</td> </tr> </tbody> </table> <p data-bbox="300 1592 1422 1700">If due to any exigency, the due date for opening of the Bids is declared a closed holidays, the Bids will be opened on the next working day at the same time or any other day/time as notified.</p>	CRITICAL DATE SHEET					Milestones	Start date	Start Time	Last Date	Last Time	Tender Publishing					Tender Download					Pre-Bid Meeting					Bid Submission					Technical Bid Opening					Original Documents verification of shortlisted candidates	To be notified later on			
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4.

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 signature (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 enrollment, the bidders will be required to register their valid Digital Signature certificate. (Class II, Class III certificate 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 secure log-in by entering their user ID /Password and the password of the DSC/e token.
- e) Bidders should take in account any corrigendum published on the tender document before finally submitting their bids in the CPP portal (<http://eprocure.gov.in/cppp>).
- f) Please note that 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 in the site and upload their bids on or before the bid submission time.
- 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 tender fee/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 bid in the exact format provided and no other format is acceptable. The BOQ filename must not be changed and if any case the BOQ is found to be modified by the bidder, the bidder will be rejected.
- k) The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadline for submission of the bids by the bidders, opening of bids, etc. The bidder 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 the tender. For queries, bidders can contact via email to the following [id:ldgtender@gmail.com](mailto:ldgtender@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.

5.	<p>a) The collection of road permit, if any, will be responsibility of the bidder. b) Rates are to be quoted For destinations i.e. LGBRIMH, Tezpur</p>
6.	<p><u>EMD/Performance Security</u></p> <p>a) Bidder should submit EMD Rs.6477.00/- in the form of DD/FDR/BG drawn in favor of Director, LGBRIMH, Tezpur , Assam, payable at Tezpur, failing which the tender shall not be considered for acceptance and will be summarily rejected. Cash, Cheque or any other mode of payment will not be accepted at all. No interest will be payable on the EMD/BID security. The EMD of the approved bidder will be released only after the concerned firm deposit necessary performance security. The DD/FDR/BG of EMD should reach LGBRIMH before the last date of opening to technical bid.</p> <p>b) Performance Security equivalent to <u>3%</u> of the total cost of the items approved shall have to be deposited by the successful bidder through DD/FDR/BG drawn in favor 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.</p> <p>c) 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.</p> <p>d) EMD of unsuccessful bidders will be returned in due time.</p>

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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:
 - i) A sole proprietor of the firm, or constituted attorney of such proprietor.
 - ii) A partner of the firm, if it is a partnership concerned, in which case, he must have legal authority to sign, answer and admit to refer dispute to arbitration.
 - iii) Constituted Attorney if it is a company.

Notes:

**In case of (ii), a copy of the partnership Deed, general power of Attorney, in its case dully attached 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 document 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 contact and hold the signatory responsible for all cost & convenience arising there from.

8.

- a. **A deed of agreement** will have to be executed on non-judicial stamp paper of Rs. 100/- by the successful bidder for up gradation, installation and training to the staffs of the Institute authority in the format (**Annexure V**)prescribed by the Institute.
- b. **Supply/Installation:** Supply/Installation shall be made by successful bidder within 60 days from the date of placement of supply order. Extension of Installation 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. **Validity of the offer** as per deed of agreement.
- d. **Guarantee/Warranty**
 - i) The Up gradation should be guaranteed /warranted for a minimum period of 1 year.
 - ii) Training will be free of cost.
 - iii) AMC shall be applicable in this Purchase.
 - iv) The AMC will cover free upgrades and updates on the software released within a year.

e. **One agent** cannot represent two manufacturers or quote on their behalf in a particular item.

f. **Training** for operating and handling for a minimum period of 03(three) days to be imparted on site. An undertaking certificate to this effect has to be enclosed along with the tender.

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df

Terms of Supply-

1. The bidder should be a partner/ supplier /resellers/distributors/ channel partners of the OEM. A copy of the Agreement or authorization certificate in this regard has to be enclosed.
2. The bidder should have capability to successfully supply and install and provide training on SPSS Statistical software and should have provided the software and other facilities to at least two Institutions .This should be duly supported by the Purchase order/Work order copies or any associated documents.
3. The firm must have registered with the Service tax/sale tax authorities and a copy of service tax/sale tax copies must be attached.
4. The bidder should not be currently blacklisted or have been blacklisted with any Govt. of India Agency/PSU, any State Government department. The bidder shall furnish a written declaration in this regard on the letter head of the firm.
5. Agent/Vendor with an annual turnover of Rs. 4, 00,000 (Rupees Four Lakhs only) at least 5 (Five) years experience of Installation /up gradation of IBM SPSS to Government Institutions may apply for the same. Documentary proof of the same is to be submitted.
6. The bid documents can be downloaded from www.eprocure.gov.in/eprocure/app.
7.
 - (i) Bid Security (EMD) of **Rs.6,477.00/-** in the form of Bank Draft (Nationalized Bank) pledged in favor of Director -LGBRIMH, Tezpur, payable at Tezpur must be submitted unless otherwise exempted under Govt. Order/Rules in force.
 - (ii)
 - a. The EMD will be refunded to the unsuccessful bidder as early as possible and no interest would be paid thereon; and
(or The EMD will be refunded to the unsuccessful bidders after the orders are placed with the successful bidder and no interest would be paid thereon)
 - b. EMD of the successful bidder will be released only after the concerned firm deposits performance security with the LGBRIMH.

8. The selected Agent/Vendor receipt of the confirmed order shall process the Installation. The agent shall submit their invoices within 30(thirty) days from the date of order with bank conversion certificate and agreement on a non-judicial stamp paper of Rs. 100 (Rs. One Hundred only), the cost of which has to be borne by the Bidder himself.
9. The quoted price should be valid for six months from the date of opening of the tender. If any bidders withdraws or wishes to modify the terms of the tender during the period, the earnest money deposit shall be forfeited.
10. In case the L1 is more than one, the selection of successful bidder will be decided based on their past performance, supply and training in the Government Organizations in the previous three years.
11. The successful bidder is required to deposit the performance security amount minimum 3% on the value of the tender, as intimated to the firm in the form of FDR duly marked in favor of Director, LGBRIMH, Tezpur, payable at Tezpur. The amount of security deposit shall remain in the custody of LGBRIMH, Tezpur, till the supply/Installation is completed.
12. After the supply but during the warranty the major upgrade appears, the firm shall supply free of cost the software media set of the upgraded project.
13. LGBRIMH, reserves the right to increase /decrease the quantity of product/items to be supplied as per Tender.
14. The Price quoted by the firm only in the financial bid proforma of unit price (Including training/Migration etc.)Will be accepted. The total price calculated on the basis of unit price and taxes calculated by the firm of 10 (Ten) concurrent user licenses of the product description is at **Annexure "I"**. The Technical & Financial bid proforma must be submitted in their letter head duly signed and stamped in the pdf/excel format.
15. No additional payment shall be asked by the firm above the price bids.
16. **Payment Terms**-Payment shall be released after satisfactory installation 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
17. In the event of cancellation of the supply order due to fault of tenderer the EMD shall stand forfeited.
18. The full and final payment shall be made after delivery and satisfactory installation of the software along with certificate from the LGBRIMH-Tezpur.
19. **Price fall clause:** The offer of the rated by the publisher/Agents/Vendors will be subject to the price fall clause i.e. if any item is offered by the bidder on lower rates to some other organization; he shall forthwith notify such reduction or sale immediately to the Director, LGBRIMH –Tezpur.

20. **Liquidate Damage:** If the supplier fails to installation the software within stipulated time period, the supplier shall have to pay liquidate damage @ 0.5% of the total purchase order price for each week subject to maximum of 10% of the value.
21. **PENALTY CLAUSES: PENALTY FOR FORMATION OF CARTEL OR FURNISHING OF FRADULENT/MISLEADING DOCUMENTS:** If during the tender process or at state during the validity of the tender period, it is found that a Bidder(s) has formed a cartel in what so ever form or name to fix up the rates or suppliers to the detriment of the fairness of the tender process, penal measures shall be initiated. Similar penal measures shall also be initiated against those bidders who have submitted false/misleading /fraudulent documents or made incorrect declarations. The penal measure will be forfeiture of Earnest money, forfeiture or Performance Bank Guarantee /Security deposit if enlisted as a supplier.
22. Intimation about any bibliographical changes/ownership etc.
23. **Force Majeure:** Any failure of omission or commission to carry out the provision of the contract by the supplier shall not give rise to any claim by either of the party to contract, if such failure of omission or commission arises from an act from God, which shall include all acts of natural calamities such as fire ,flood, earthquake, hurricane or any pestilence or from civil strikes, compliance with any stature and/or regulations of the government, lockouts and strikes, riots, embargo or from any political or other reasons beyond the supplier's own control including war whether declared or not civil war or state or insurrection.
24. **No gratification clause:** The bidders will give an undertaking that they will not try to gratify any person or use any other unfair means involved in the purchase of the quoted journals. This will also debar the company for participation in other tenders floated by the purchaser and suitable action will be initiated against such defaulters.
25. **Non black listing:** Bidders will provide an undertaking on **Rs. 100 non-judicial** stamp paper that neither they nor their principal publishers/Agents/vendors have been black listed by any state/Central Government department/other organization. Notarized declaration that the applied firm has not been involved in fraudulent activities or convicted on any account.
26. The Director, LGBRIMH Tezpur, reserves the right to accept or reject the bidding process at any time prior to award of contract or supply order without incurring any liability to the affected bidder or bidders or the Institute.
27. **Discount:** Only flat discount rates must be quoted. Quotation of rates in any other way will be considered disqualification.
28. In case of any disputes or misunderstanding arising out of this agreement, the decision of the Director, LGBRIMH, Tezpur, will be final and binding to the supplier including fixing of penalty for any violation of the agreement.
29. Any legal dispute will be dealt within the jurisdiction of Tezpur.
30. The Agent/Vendor should certify along with his document as per **Annexure - IV**

10.

REJECTION OF THE TENDER:- Terms & Conditions

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

- a) Submission of tender without EMD(as applicable)
- b) Failure to upload the Tender Documents as per para 1(b) and 1(c) of terms and conditions for submission
- c) Uploading of misleading /contradictory/false statement or information & fabricated /invalid documents.
- d) Tender not duly filled up properly.

Handwritten signatures and marks.

Tender Document

Technical Compliance Statement for SPSS 29th VERSION

(ANNEXURE -I)

A. Name of Services: Up gradation of IBM SPSS to 29th version

B. Specifications

Scope of Work

LGBRIMH, Tezpur has 10 user network license of IBM SPSS version 25th, under customer ID-202017, Authorization Code-650e029a79423062c45f. The scope of work for this tender is electronic delivery of upgrade of the licenses to latest version (ver.29 or later) .

The upgraded licenses must be integrated into a single license file, so that at any point of time 10 users should be able to use SPSS base module. Remote support for installation as well as any required license trouble shooting may be provided as and when required.

SI No.	Description	Type	No. of users(10 Up gradation)
1.	IBM SPSS BASE MODULE Version 29.0 or later	Upgrade +AMC	10
2.	IBM SPSS Advanced Statistics	Upgrade +AMC	10
3.	IBM SPSS Regression	Upgrade +AMC	10
4.	IBM SPSS Missing Values	Upgrade +AMC	10
5.	IBM SPSS Categories	Upgrade +AMC	10
6.	IBM SPSS Exact Tests	Upgrade +AMC	10

All software's must be compatible with Windows.

C. Terms and Conditions:

- 1) Appropriate support is needed as and when required.
- 2) Maximum Education Discount should be offered
- 3) Validity of Quotation should be 90 Days
- 4) Price Quoted should be for Delivery at LGBRIMH- Tezpur
- 5) Delivery Mode may be electronic shipment
- 6) Delivery within four weeks from the date of purchase order.
- 7) **Payment Terms** –In Indian Currency Payment terms - 80% payment will be released against successful supply of equipment at site i. e LGBRIMH- Tezpur and balance 20% after installation & commissioning of the equipment and subject to submission of original Bill/ Invoice as certified by the Indenter.
- 8) Banking details for NEFT transfers on the bidder's letterhead duly signed and stamped should be provided.
- 9) Price should be quoted exclusive of applicable taxes. However, details of all applicable taxes as on date of submission of the bid should be clearly mentioned separately. Financial bid should include the detailed price including cost of the product and taxes.

Enclosing supporting documentary proof as per proforma

Name of Bidder:

(Annexure-II)

Address:

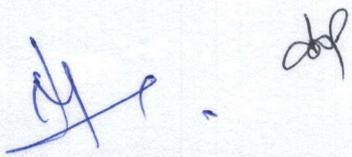
Telephone No:

Fax No:

PAN:

E-Mail:

Sl No.	Item	Yes/No
1.	Scanned copy of the Bid Security(EMD) of Rs-6477.00/-(Rupees Six Thousand Four Hundred and Seventy Seven only) in the form of DD/BG/FDR in favor of Director, LGBRIMH-Tezpur payable at Tezpur, Sonitpur-Assam or proof of EMD exemption should be submitted.	
2.	Scanned copy of certificate Authorized Partner/reseller/distributor/channel partner of the OEM i. e IBM (a copy of the agreement or authorization Copy of business authorization/business integration letter from OEM in case bidder is not OEM.	
3.	Scanned copy of CA certified copy of Annual Turnover for last 3 Years should be at least Rs-4 Lakhs	
4.	Scanned copy of the declaration by the Proprietor of the firm, in case, the firm is in proprietorship on non-judicial-stamp paper of worth Rs. 100.00-duly attached by notary public. A scanned copy of partnership deed duly registered by the registrar of firm, in case of partnership firm. In case of company, certificate of incorporation has to be enclosed	
5.	Scanned copy of non-conviction /non-blacklisting certificate on non judicial stamp paper of worth Rs.100.00-duly attracted by notary public	
6.	Scanned copy of Authority letter from manufacturer in case bid is submitted by authorized agent.	
7.	Scanned copy of latest supply order/contract agreement with Satisfactory performance Certificates from at least 3 Govt. /Semi Govt. / Autonomous Organizations	
8.	Scanned copy of warranty/Guarantee period	
9.	Scanned copy of GST Registration Certificate	
10.	Scanned copy of PAN card	
11.	Scanned copy of valid trade license or certificate of incorporation	
12.	Scanned copy of dully filled undertaking in Annexure-III and duly signed by authorized person	
13.	Scanned copy of dully filled up Annexure I, II and IV	
14.	Scanned copy of make in India specific Authorization certificate to be enclosed	



15.	Public procurement (Preference to Make in India) order no. P-4502 1/2/2017-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.	
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Date:

Place:

Signature and Seal of Agent/Vendor

Handwritten signature

Handwritten signature

Undertaking

Date:

To,

The Director
LGB Regional Institute of Mental health
Tezpur, Dist: - Sonitpur , Assam

(ANNEXURE-III)

Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned "Tender/Work" from the web site(s) namely;
.....as per your advertisement, given in the above mentioned website(s).
2. I/we are enclosing herewith the Bank DD No.....Dated.....for Rs...../- (For Rupees.....) drawn in favor of Director, LGBRIMH- Tezpur.
3. I/We hereby agree to abide by all terms and conditions, stipulated by the LGBRIMH, and contained in tender documents in this connection including delivery, penalty etc and rate quoted in financial bid will remain unchanged during the entire period of supply.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/Corrigendum(s) in its totality/entirety.
5. I/We do hereby declare that our firm has not been blacklisted/debarred/terminated/banned by any Govt. Department/public sector undertaking.
6. I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully
(Signature of the Bidder, with Official Seal)

1. WITNESS SIGNATURE:
2. FULLNAME:

Authorization Letter

To,
The Director
LGB regional Institute of Mental Health
Tezpur, Sonitpur-Assam

Dear Sir,

Authority letter against

Tender no.....due on.....items
quoted.....We,.....,who are established and
Reputed manufacturers of having factory/head quarter 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 item manufacturer by us.

We hereby extend or full guarantee/warranty as per clause no. (d) Of the terms and
Conditions of the tender for the goods offered to supply against the invitation of bid from the
above firm.

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 tenderer as a
witness.

Deed of Contractual Agreement

The 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 (hereinafter called “the Supplier”) of the other part:

WHEREAS in response to the notification No. - No.LGB/LIB/228/..... Dated..... The bidder has submitted to the LGBRIMH, a tender for up gradation of SPSS 29th version 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 fulfilments of the contract, in case this tender is accepted by LGBRIMH.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. The following documents shall be deemed to form and can be read and constructed as part of this Agreement, viz:
 - a) The Notice Inviting Tender
 - b) The supplier’s bid including enclosures, annexure, etc.
 - c) The Terms and Conditions of the Contract
 - d) The schedule of Requirement
 - e) The Technical Specification
 - f) Any other document listed in the supplier’s bid and replies to queries , clarifications issued by the purchaser ,such confirmation given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.
 - g) The Letter of Acceptance issued by the purchaser/Supply order.

2. In case the bidder fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the purchaser shall has the power and authority to recover from the supplier any loss or damage caused to LGBRIMH by such breach as may be determine 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.

Handwritten signatures in blue ink.

3. In case of non-fulfilment 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.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier without interruption and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The purchaser hereby convenants 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

- 1.....
- 2.....

Signature of the purchase or his/her nominee
(With seal)

In the presence of witness

- 1.....
- 2.....

Signature of the supplier
(With seal)

