



NOTICE FOR INVITING TENDER THROUGH E-PROCUREMENT
FOR SUPPLY, INSTALLATION & COMMISSIONING OF LABORATORY EQUIPMENTS
AT
GUWAHATI BIOTECH PARK

Reference: **GBP/8.2.4.1/2024-25/5799 DATED 3rd September 2024**

GUWAHATI BIOTECH PARK
TECHNOLOGY INCUBATION CENTRE
NEAR SP OFFICE, AMINGAON
GUWAHATI, KAMRUP-781031
WWW.GUWAHATIBIOTECHPARK.COM

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SECTION - I
NOTICE FOR INVITING TENDER (NIT)



Guwahati Biotech Park

Technology Incubation Centre, Amingaon,

Guwahati-781031

www.guwahatibiotechpark.com

GBP/8.2.4.1/2024-25/ 5799

DATED: 3rd September 2024

NOTICE FOR INVITING TENDER THROUGH E-PROCUREMENT

ONLINE BIDS ARE INVITED FROM THE REPUTED FIRMS UNDER TWO BID SYSTEM FOR SUPPLY, INSTALLATION & COMMISSIONING OF LABORATORY EQUIPMENTS AT GUWAHATI BIOTECH PARK

CRITICAL DATE SHEET

Tender Ref No	GBP/8.2.4.1/2024-25/5799 DATED 3 rd September 2024
Date of release of Tender through e-procurement	DATED 3 rd September 2024
Bid Submission start date	9 th September 2024 at 2 PM
Last date & time for submission of bid	DATED 23 rd September 2024 at 2 PM
Date & time for opening of technical bid	DATED 23 rd September 2024 at 3.00 PM
Financial Bid Opening Date	Will be informed later
Address for Communication	The Chief Executive Officer, Guwahati Biotech Park Technology Incubation Centre, Amingaon Guwahati -781031, Assam, India

1. The Tender form/bidding documents may be downloaded from the Institute website www.guwahatibiotechpark.com and www.assamtenders.gov.in. Online submission of Bids through www.assamtenders.gov.in is mandatory. **Those bids which were not submitted in the portal will be rejected.**
2. Tenderers/Bidders after submission of their bids online through the Portal must submit Hard Copies of all the documents submitted/uploaded in the portal (Except Financial Bid –BOQ). Any discrepancy between bid document submitted in E-portal and hard copy, the E-portal documents shall prevail. The documents should reach at Guwahati Biotech Park, Technology Incubation Centre, Amingaon, Guwahati-781031, Assam, India on or before 2.00 P.M, **DATED: 23rd September 2024.**
3. Tenderers/bidders are requested to visit the above website regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
4. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Institute reserves the right to accept or reject any or all the tenders.
5. All bidders are required to pay a bid processing fees of **Rs. 2000/- (Rupees Two Thousand only)** and bid security (EMD) of the amount mentioned against the item through online in the e-Procurement portal itself failing which the bids will be declared non-responsive. The bid processing fee is non-refundable.

6. Bidders need not come at the time of Technical as well as Financial Bid opening at Guwahati Biotech Park, Guwahati. They can view live bid opening after logging in on e-procurement portal at their remote end. If bidder wants to join bid opening at Guwahati Biotech Park, then they have to come with bid acknowledgment slip that is generated after successfully submission of online bid.
7. More details are available in website www.assamtenders.gov.in.

**Sd-/
Chief Executive Officer
Guwahati Biotech Park**

SECTION - II

GENERAL INSTRUCTIONS TO BIDDERS (GITB)

1. Introduction

The Tender will be governed by the “Notice Inviting Tender (NIT), “Instruction to Bidders”, “General Conditions of contract” and Annexure from I to VII of tender document. Deviation/Exceptions to the clauses, if any should be explicitly recorded. The bid documents are not transferable and the firm’s seal and signature of the authorized official must appear on all the papers and envelopes submitted. Tenders must be submitted separately for each item along with EMDs. Combined tenders submitted for more than one item together will be summarily rejected. However tender processing fee is one- time submission only.

Before formulating the Bid and submitting the same to the purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bid documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bid documents may result in rejection of its Bid.

2. Eligible Bidders

This invitation for Bids is opened to all suppliers who fulfill the eligibility criteria specified in these documents.

3. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or other countries. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

4. Bidding Expense

The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its Bid including preparation, mailing and submission of its Bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the Bidding process.

5. Bidding Documents

In addition to Section I – “Notice for Invitation Tender (NIT), the Bidding documents include:

Section II	General Instructions to Bidders (GITB)
Section III	General Conditions of Contract (GCC)
Section IV	List of Requirements
Section V	Technical specifications
Section VI	Tender form
Section VII	Price schedule
Annexure I	Price Schedule for Goods

Annexure II	Tender acceptance letter
Annexure III	Proforma of Performance Bank Guarantee
Annexure IV	Manufacturer's authorization form
Annexure V	Bidder's past services (similar) Proforma
Annexure VI	Deviation statement form
Annexure VII	Service support detail form

The relevant details of the required goods and services, the terms, conditions and procedure for Bidding, Bid evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested Bidders are expected to examine all such details etc to proceed further.

6. Amendment to Bidding Document

At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s), modify the bidding documents by amendment(s)/Corrigendum. The changes/modifications/Corrigendum would be hosted in the official website of GBP and E-portal only. Prospective bidders are requested to visit the above site regularly before submitting their bids to take cognizance of the amendment(s)/Corrigendum.

In order to allow prospective Bidders reasonable time in which to take the amendments into account in preparing their bids, Guwahati Biotech Park may, at its discretion, extend the deadline for the submission of bids.

7. Clarification of Bidding Documents

A Bidder requiring any clarification or elucidation on any issue of the Bidding documents may take up the same with the purchaser in writing or e-mail (ceogbp@guwahatibiotechpark.com). The purchaser will respond in writing to any request for clarification of the bidding documents, which it receives no later than 14(Fourteen) days prior to the deadline for submission of bids prescribed by the purchaser.

8. Preparation of bids

Document Comprising the Bid (The firms are required to upload scanned copies of the following documents in the e-PORTAL): -

i) Technical Bid: (Scanned copies of the following documents should be uploaded in the e-Portal and Hard Copies of All the uploaded Documents as listed below should be submitted physically on or before closing date and time of the Tender)

- Copy of Tender Processing Fees and Copy of Bid Security (EMD) submitted

- Copy of GST Registration Certificate
- Copy of PAN/TAN Card
- Copy of Firm Registration Certificate.
- Detailed Technical Specification of the Item including AMC/CMC
- Product Catalogue and Brochure
- Annexure V (Manufactures Authorization form)
- Copy of Duly filled Tender Form as per Tender Document (Section VI)
- Duly filled Annexure- I to VII as per Tender Document.
- Documentary evidence established in accordance with clauses that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

ii) Financial Bid: -

Price Bid as BoQ .xls shall be uploaded in the e-portal in the prescribed format only. Price Schedule for Goods in the PDF format as per **Annexure I** also to be submitted in the e-portal.

(Hard Copy of BOQ need not to be submitted Separately)

9. Currencies of Bid & Payment

The Bidder shall quote the Price in Indian Rupees only.

Where the Bid condition specifies acceptance of quotations in Indian currency. For domestic goods and for imported goods, prices shall be quoted in Indian rupees. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees, if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

Bids, where prices are quoted in any other way shall be treated as un-responsive and rejected.

10 Bid Prices

The bidders shall indicate on the appropriate price schedule, the net unit prices (wherever applicable). Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account. Discount, if any, should be merged with the quoted prices.

The Bidder shall quote in the financial bid provided in the excel sheet (BOQ) all the specified components of prices shown therein of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.

If there is more than one schedule in the List of Requirements, the Bidder has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the Bidder shall quote for the complete requirement of goods and services as specified in that particular schedule, failing which the Bid for that schedule shall be treated as unresponsive and ignored.

While filling up the columns of the price schedule, the following aspects should be noted for compliance: -

The prices in the corresponding price schedule shall be entered separately in the following manner: -

a) the price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, *as applicable, including all taxes and duties like GST, sales tax, VAT, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.*

b) Any sales or other taxes and any duties including GST, excise duty, *which will be payable on the goods in India, if the contract is awarded.*

c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination *as specified in the List of Requirements*

And

d) The price of incidental services, as and if mentioned in List of Requirements.

Note: Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, etc. GBP will not take responsibility towards this. Bidders are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits; the purchaser will not compensate the bidder. Bids, which do not conform, to this provision will be treated as non-responsive and rejected. If the Bidder desires to ask for excise duty, sales tax, custom duty etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

TAX LIABILITY: Bidder will have to bear all Income Tax liability both corporate and personal tax. Bidders should also bear the GST liability.

11. Agents and services facilities in India-

If a foreign bidder has engaged an agent in India, it will be required to give the following details in the bid:

- i) The name and address of the Indian agent with their permanent income tax number;
- ii) What services the agent renders and;
- iii) The amount of remuneration for the agent included in the component of the bid price.

12. Documents Establishing Bidder's Eligibility and Qualifications

Pursuant to GITB clause, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract, if its Bid is accepted.

The documentary evidence needed to establish the Bidder's qualifications shall fulfill the following requirements:-

a) In case the Bidder offers to supply goods, which are manufactured by some other firm, the Bidder has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided in this document.

b) The Bidder has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria.

c) In case the Bidder is not doing business in India, it is/will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier

including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

The bidder must possess, prior to the deadline for submission of bid, minimum experience of executing 50 numbers of such supply in laboratories or reputed institutes of Assam for last Three years and successfully accomplishing each of the activities supply, Installation, testing and commissioning. The claim shall be supported by necessary detailed documentary evidence (copy of Supply order/Contract, installation report etc.) in respect of the equipments supplied. The Vendor must have service center/Office/Dealers etc. situated within 200km of the institute and OEM must have support center in eastern part of India and must provide verifiable contact number of the local service center/office with address (To submit copy of Trade licence of Assam as documentary evidence).

Experience shall be cited in the Proforma at **Annexure-V**. Capabilities with respect to personnel, equipment and manufacturing facilities, financial standing through latest I.T.C.C., Annual report (Balance sheet and Profit & Loss Account etc) of last 3 years, the quantity, delivery and value requirement shall be kept in view, while deciding eligibility.

Bids from companies/agents against whom there are past records of bad performance/service to the institute will not be accepted unless there is enough evidence that the company/agent subsequently improved its performance.

An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

13. Documents establishing Good's Conformity to Bidding Document

The Bidder shall provide in its Bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the Bid fully conform to the goods and services specified by the purchaser in the Bidding documents. For this purpose, the Bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Bid documents to establish technical responsiveness of the goods and services offered in its Bid.

In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the Bidder, the Bidder shall list out the same in a chart form without ambiguity and provide the same along with its Bid (Annexure-VI).

If a Bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its Bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

Note: For purposes of the commentary to be furnished to clause above, the bidder shall note that standards of workmanship, material and equipment and references to brand names or catalogue numbers designated by the purchaser in its 'Technical Specifications' are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the purchaser's satisfaction that the substitutions are

substantially equivalent or superior to those designated in the 'Technical Specifications'.

14. Bid Security (i.e. Earnest Money Deposit)

Pursuant to GITB 10, the Bidder shall furnish along with its Bid, the Bid Security / earnest money for amount as shown in the List of Requirements. The Bid Security/ earnest money is required to protect the purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause below.

The Bid Security / earnest money shall be denominated in Indian Rupees.

The Bid Security / earnest money shall be furnished through online payment only.

Unsuccessful Bidders' Bid Securities / earnest monies will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's Bid Security / earnest money will be returned without any interest, after receipt of performance security from that Bidder.

Bid Security / Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid *in any respect* within the period of validity of its Bid. The successful Bidder's Bid Security / EMD will be forfeited, if it fails to furnish the required performance security within the specified period.

15. PERIOD OF VALIDITY OF BID

Bid shall be valid for acceptance for a period of **120 days** (One Hundred Twenty days) from the date of opening as indicated in the " **Notice for inviting tender** " and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

In exceptional circumstances, prior to expiry of the original bid validity period, the GBP may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof.

16. Submission of Bids

The bidders must upload their bids online as per the details instructions given in the website www.assamtenders.gov.in. The Bidders must ensure that they upload their Bids not later than the closing time and date specified for submission of Bids.

17. Late Bid

As e-procurement system is adopted, the bidders are requested to upload their bids before the prescribed last date as given in the critical date sheet of NIT. Hard Copy of all the uploaded documents should also reach within the prescribed dates.

18. Alteration and Withdrawal of Bid

The Bidder, after submitting its Bid, is permitted to alter / modify its Bid so long as such alterations/modifications are received duly signed, sealed and marked like the original Bid, within the deadline for submission of Bids. Alterations /modifications to Bids received after the prescribed deadline will not be considered.

No Bid should be withdrawn after the deadline for submission of Bid and before expiry of the Bid validity period. If a Bidder withdraws the Bid during this period, it will result in forfeiture of the earnest money furnished by the Bidder in its Bid.

19. Opening of Bids

The purchaser will open the Bids at the specified date and time indicated in the critical date sheet of NIT. In case the specified date of Bid opening falls on / is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.

Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them the acknowledgement receipt of the bids uploaded. The Bid opening official(s) will prepare a list of the representatives attending the Bid opening. The list will contain the representatives' names & signatures and corresponding Bidders' names and addresses.

During the Bid opening, the Bid opening official(s) will read the salient features of the Bids like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the Bids, as deemed fit by the Bid opening official(s). Only the technical bids shall be opened by the Bid Opening Officials and the bid Opening Committee shall prepare a summary indicating the numbers of bids received and upload in the e-Portal for Technical Bid Evaluation of the Tender.

20. Scrutiny and Evaluation of Bids

Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bidding document, based on which Bids have been received and the terms, conditions etc. mentioned by the Bidders in their Bids. No new condition will be brought in while scrutinizing and evaluating the Bids.

21. Preliminary Scrutiny of Bids

The Bids will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bidding document. The Bids, which do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

The following are some of the important aspects, for which a Bid may be declared unresponsive and ignored;

- (i) Bid is unsigned.
- (ii) Bidder is not eligible.
- (iii) Bid validity is shorter than the required period.
- (iii) Required BID SECURITY has not been provided.

- (iv) Required warranty is shorter than as mentioned.
- (v) Bidder has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
- (vi) Bidder has not agreed to give the required performance security.
- (vii) Goods offered are sub-standard, not meeting the required specification etc.
- (viii) Bidder has quoted variable price against the requirement of firm price.
- (ix) Delivery period quoted by the Bidder is beyond the required period projected in the Bidding document.
- (x) Against a schedule in the List of Requirement (incorporated in the Bidding), the Bidder has not quoted for the entire requirement as specified in that schedule.
- (xi) Bidder has not agreed to essential condition(s) specially incorporated in the Bidding.

The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the Bidder by registered/speed post/email etc. asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that Bid will be liable to be ignored.

The purchaser's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

22. Discrepancy in Prices

If, in the price structure quoted by a Bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the Bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

If there is a discrepancy between the amounts expressed in words and figures, the amount in words shall prevail, subject to sub clause above.

If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a Bid, the same will be suitably conveyed to the Bidder by registered / speed post/email. If the Bidder does not agree to the observation of the purchaser, the Bid is liable to be ignored.

23. Qualification Criteria

Bids of the Bidders, who do not meet the required qualification criteria prescribed, will be treated as unresponsive and will not be considered further.

24. Schedule-wise Evaluation

In case the List of Requirements contains more than one schedule, the responsive Bids will be evaluated and compared separately for each schedule. The Bid for a schedule will not be considered if the complete requirement prescribed in that schedule is not included in the Bid. However, as already mentioned clause

above, Bidders have the option to quote for any one or more schedules.

25. Evaluation and comparison of bids

The purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive, pursuant to clause mentioned above and technically acceptable.

The comparison shall be of "F.O.R" (DDP) basis, on site delivered and commissioned at Guwahati Biotech Park, Technology Incubation Center.

The purchaser's evaluation of bid will take into account, in addition to the bid price and the price of incidental services, the following factors indicated below and in the 'Technical Specifications':

- a) Cost of inland transportation and other costs within India incidental to delivery of the goods to their final destination at consignee's site,
- b) the cost of components, spare parts and service,
- c) the cost of installation and commissioning,
- d) the cost of guarantee/warranty and
- e) The cost of CMC/AMC

26. Contacting the Purchaser

From the time of submission of Bid to the time of awarding the contract, if a Bidder needs to contact the purchaser for any reason relating to this Bidding and / or its Bid, it should do so only in writing.

In case a Bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of Bids and awarding the contract, the Bid of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by the purchaser.

27. Purchaser's Right to accept any Bid and to reject any or All Bids

The purchaser reserves the right to accept in part or in full any Bid or reject any Bid without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

28. Award Criteria

Subject to the clauses mentioned, the contract will be awarded to the lowest evaluated responsive Bidder decided by the purchaser.

In the event, the bid validity is found expired at the time of releasing the order, GBP will ask the successful bidder (L1) to extend the validity of their bid price till the confirmation of order.

29. Purchaser's right to vary quantities at time of award.

Normally quantity in orders shall be as mentioned in the in the schedule (s) in the "List of Requirements. "However, GBP reserves the right to vary the quantity at the time of placing the orders without changing the unit rates & other terms.

30. Notification of Award

Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by registered / speed post or email (to be confirmed in writing by registered letter) that its Bid has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful Bidder must furnish to the

purchaser the required performance security within twenty-one days from the date of this notification. The notification of award shall constitute the conclusion of the contract.

31. Non-receipt of Performance Security by the Purchaser

Failure of the successful Bidder in providing performance security duly signed in terms of clauses above shall make the Bidder liable for forfeiture of its BID SECURITY and, also, for further actions by the purchaser against it.

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

The **General Conditions of Contract incorporated** in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V of this document. The Bidders shall also note the same.

2. Use of contract documents and information

The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Bidding document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause above except for the sole purpose of performing this contract.

Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

The supplier shall, at all times, indemnify the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

5. Performance Security

Within **twenty-one days after** the issue of notification of award by the purchaser, the supplier shall furnish performance security to the purchaser for an amount equal to 5% (**Five per cent**) of the **total value of the contract**, valid up to **sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations**. The Performance security shall be denominated in the currency of the contract or in Indian Rupees and shall be in the form of Bank Guarantee issued by a Nationalized/Scheduled bank in India, in the prescribed form as provided in this document or Account payee Demand draft or Fixed deposit receipt from a commercial Bank.

In the event of **any loss** due to supplier's failure to fulfill its **obligations** in terms of the contract, the amount of the performance security shall be payable to the purchaser to compensate the purchaser for the same.

In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

Subject to GCC sub-clause above, the purchaser will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

6. Technical Specifications and Standards

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification'.

7. Packing and Marking

The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address; and,
- f. supplier's name and address

8. INSPECTION/TESTING & ACCEPTANCE OF MATERIAL

Inspection of material will be carried out by the competent personnel appointed by GBP. The material will be accepted only after the same has been found satisfactory after inspection and duly signed and sealed by the inspecting authority on completion of Installation & commissioning. The supplier shall ensure that the material to be supplied against this CONTRACT shall be individually inspected, tested and analyzed in terms of the specifications attached to the tender and the relevant codes and practices specified therein by expression or implication. Supplier should provide Inspection report/ or Quality Assurance certificate from Manufacturer at the time of inspection.

9. Delivery and documents

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award.

For goods being supplied from within India the supplier has to furnish the following documents:

- a. Three copies of Invoice in original indicating inter-alia description of goods, specifications, quantity, unit price, GST wherever applicable and total amount etc.
- b. Packing list
- c. Certificate of country of origin
- d. Insurance certificate wherever applicable
- e. Railway receipt/Consignment Note
- f. Manufacturer's Warranty certificate &
- g. Any other document as per the terms of contract and as applicable.

Within 24hrs of dispatch, the supplier has to intimate the dispatch details to the purchaser through Email/ courier etc.

10. TRANSIT INSURANCE

The supplier has to insure the consignment against all risk such as theft, loss or damage during transit. In the event of a claim on Insurance companies, the supplier has to co-ordinate with the purchaser giving full details of dispatch to lodge a complaint. The consignment will be opened in presence of supplier's representative to ascertain any loss or damage.

Contracts for delivery of goods to site, the insurance shall be obtained by the supplier, if considered necessary, in an amount equal to 110% of ex-works value of goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strike clause.

11. Transportation of Goods

For indigenous Supplier the entire job comprising delivery & installation has to be done at Guwahati Biotech Park within 45 days from the date of the order. In case of any damage or late delivery, the Administration of GBP reserves the right not to accept the consignment.

For purchase order placed on CIP/CIF (Cost, Insurance and Freight/ Carriage and Insurance Paid), basis, the vendor must take necessary steps for custom clearance at Air/Sea Port and arrange to make door delivery of the equipment at Guwahati Biotech Park at their own cost. While transshipment will be allowed, part shipment will not be allowed.

12. Incidental services

As specified in the contract form, the supplier may be required to provide any or all of the following services:

- a) Performance or supervision of on-site assembly and/or startup of the supplied goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied goods; furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods
- c) Performance or supervision of maintenance and/or repair of the supplied goods, for the period of warranty specified in the contract form, provided that this service shall not relieve the supplier of any warranty obligations under the contract and;
- d) Conduct of training of the purchaser's personnel, at the supplier's plant and/or onsite (as specified in the bidding documents), in assembly, start-up, operation, maintenance and/or repair of the supplied goods. This cost shall be included in the contract price.

Prices charged by the supplier for the preceding incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

13. Spare parts

If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

a) the spare parts as selected by the purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

b) in case the production of the spare parts is discontinued:

i) Sufficient advance notice to the purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and

ii) immediately following such discontinuation, providing the purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the purchaser.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.

14. Warranty

The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the purchaser's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

The warranty shall remain valid for 36 months from the date of installation or as specified along with the technical specification. The warranty shall cover all items (i.e. the equipment and its spares, UPS, Computer, Printer etc.) except consumables required for installation of the equipment.

The warranty on the associated software should cover providing the upgraded versions at free of cost during the warranty period.

Should any defects be noticed in work, within warranty period GBP shall inform SUPPLIER and SUPPLIER shall immediately on receipt of such intimation, depute their personnel within 3 days to investigate the

causes of defects and arrange rectification/replacement/modification of the defective material at site without any cost to GBP within a reasonable period. GBP shall be free to take such corrective action as may be deemed necessary at suppliers' risk and cost after giving notice to the supplier. Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination and the supplier shall take over the replaced parts/goods after providing their replacements. No claim whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.

In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

If the supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period (or within the period, if specified), the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

In case defects are of such nature that material shall have to be taken to suppliers' works for rectification etc., supplier shall take the MATERIAL at his costs after giving necessary undertaking. Material thereof replaced shall have further warranty for a period of as specified earlier from the date of acceptance.

15. Modification of contract

A change order will be initiated only in case (i) GBP directs the supplier in writing (amendment/revision), to include any addition to the Scope of Work covered under this CONTRACT or delete any part of the scope of the work under the CONTRACT (ii) supplier requests to delete any part of the order which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by GBP and for which cost and time benefits shall be passed on to GBP.

In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the purchaser, the supplier shall convey its views to the purchaser **within twenty-one days** from the date of the supplier's receipt of the purchaser's amendment / modification of the contract.

16. Prices

Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its Bid and incorporated in the contract except for any price adjustment authorized.

17. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside India.

18. PAYMENT SCHEDULE

A. Payment for goods and services

Payment shall be made in Indian rupees by the purchaser's paying authority, as specified in the contract (and not through Letter of Credit) after successful installation of the equipments and on production of all the necessary documents as required.

The Invoice raised by the Supplier shall be addressed to Chief Executive Officer, Guwahati Biotech Park, Technology Incubation Centre, Amingaon, Guwahati-781031 in quadruplicate with Bank account details. In case of indigenous supplier bills shall be submitted by the vendor on completion of INSTALLATION. Payment against clear undisputed invoice/bills submitted by the vendor will be made by GBP within 30 working days from the date of submission of bill/invoices, complete in all respects, generally through A/c payee cheque /NEFT/RTGS. In case payment is required by DD, the draft commission will be deducted from bill amount. All applicable taxes and penalties will also be deducted from the bill at source's/TDS Deduction at source as per Order/notification of the Govt. of India will be applicable.

B) Payment for incidental services including supervision:

The charges for incidental services including supervision, if provided for separately in the contract, shall be paid in Indian rupees after the said services have been performed to the satisfaction of the purchaser in accordance with the requirements of the contract.

19. GENUINE PRICING

No bidder is entitled to quote a price in the financial bid for the item(s) which is more than the price at which the same bidder has supplied equipment with similar specification to any agency (s) in government or private sector in last one year. The supplier shall be liable for blacklisting including forfeiture of the security deposit in case it is discovered by the Purchaser at a later date of such instances.

The bidder shall also be liable to refund the differential amount to the purchaser in case it sales the same item to any other agency(s) in government or private sector at a price lower than the current discovered price during one year subsequent to the signing of contract or finalization of rates.

20. Delays in the supplier's Performance & Liquidated damages

If at any time during the Performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and Performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the supplier's time for Performance, in which case the extension shall be ratified by the parties.

Time and date of supply & completion of Installation shall be the essence of the CONTRACT. In the event of delayed delivery, installation & commissioning i.e. after the expiry of the period as agreed by both parties, the vendor shall be liable for a penalty deduction at a percentage of the value of the undelivered equipment subject to a maximum of 10% as detailed below:

@ 1% to one week
@ 2.5% upto two weeks
@ 5% upto three weeks
@ 10% for four weeks and above

For the purpose of this clause, part of the week is considered as a full week.

21. Termination of Default

Default is said to have occurred

- If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by GBP.
- If the supplier fails to perform any other obligation(s) under the contract

If the vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of default notice from **CEO, Guwahati Biotech Park** (or takes longer period in spite of what GBP may authorize in writing), GBP may terminate the contract/purchase order in whole or in part and forfeit the EMD as applicable. In addition to above, GBP may at its discretion also take the following actions: GBP may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate GBP for any extra expenditure involved towards goods and services obtained.

22. FORCE MAJEURE

The supplier shall not be liable for failure to perform its obligations under the contract in the event of Force Majeure. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the supplier, Flood and Acts and Regulations of respective government of the two parties, namely GBP and the supplier.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, GBP shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part.

23. Applicable Law & Arbitration

The contract shall be governed by the laws and procedures established by Govt. of India and subject to exclusive jurisdiction of competent Court & forum in Guwahati, India only. In case of dispute or difference arising between Purchaser and a Supplier, such disputes shall be settled in accordance with rules and provision under the **Indian Arbitration & Conciliation Act. 1996**. Any dispute arising out of this purchase shall be referred to the CEO, Guwahati Biotech Park, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an arbitrator, who should be acceptable to both the parties, to be appointed by the CEO, GBP. The decision of such arbitrator shall be final and binding on both the parties. In case any dispute arising in between purchaser and a foreign bidder cannot be settled under the provision mentioned above, such disputes shall be settled in accordance with the provision of UNCITRAL (United Nations Commission on International Trade law).

SECTION IV: LIST OF REQUIREMENT

PART-I

SI No	Brief Description of Goods	Installation site	Schedule of Requirement	Delivery/Installation/Commissioning Period	Bid Security Amount
1.	Muffle Furnace,	Technology Incubation Centre, Guwahati Biotech Park, Near SP Office, Amingaon, Kamrup-781031	1(one)	Maximum 45 days however, Bidders may quote earliest delivery/Installation /Commissioning period.	3000.00
2.	Bomb Calorimeter,		1(one)		8000.00
3.	Digital Analytic Balance 4 Digit,		1(one)		3000.00
4.	Alcohol Meter,		1(one)		8000.00
5.	UV Transilluminator,		1(one)		3000.00
6.	Refractometer For Sugar In Food		1(one)		2000.00
7.	Digital Water Bath		1(one)		2000.00

Note:

- Tenderers/Bidders after submission of their bids online through the Portal must submit Hard Copies of all the documents submitted/uploaded in the portal (Except Financial Bid –BOQ & Annexure I). Any discrepancy between bid document submitted in E-portal and hard copy, the E-portal documents shall prevail. The documents should reach at Technology Incubation Centre, Amingaon. Guwahati-781031, Assam, India on or before 2.00 P.M, 23rd September 2024.
- All the materials should be well packed to avoid any breakage during transit.
- The responsibility for providing after sale service would rest on the Principal equipment supplier.
- The Principal shall be solely responsible for warranty period and CMC/AMC period for maintenance of the equipment even if there is any change in the Indian Agent during the above period.
- The warranty shall be as per clause mentioned above. But if period as per Technical Specification is more than that will be applicable. This period shall apply to all relevant clauses of bidding documents.
- Bidders shall submit their bids in two parts as per clause Section-II – Instruction to Bidders.
- Bidders shall submit their Performance statement as per Qualification Criteria along with certificate from the users and copy of the orders for the equipment quoted.
- Bid security (EMD) to be furnished as per GITB clause.

PART-II: SCOPE OF INCIDENTAL SERVICES:

- Installation, Commissioning, Demonstration, on-site training, Performance Supervision of on-site assembly, Start-up and Turnkey of the supplied Goods. The payment for Turnkey charges will be made in Indian Rupee only as per terms of payment for incidental services as per clause mentioned above in Bidding Documents.
- Furnishing of a detailed Operations and Maintenance Manual for each appropriate unit of the supplied Goods.

PART-III: TERMS OF DELIVERY F.O.R. Destination: Guwahati Biotech Park, Technology Incubation Center, Amingaon, Guwahati-781031, Consignee: Chief Executive Officer

SECTION-V

TECHNICAL SPECIFICATION

1. Muffle Furnace

- Maximum temperature range: 100- 1000.C or more
- Capacity: 2 liter or more (better capacity will be preferred)
- Temperature Stability: ± 0.5 at 1000°C (± 5.0 at 1000°C)
- Insulation with high grade insulation material
- Timer: On/OFF, built in digital timer
- Digital temperature display/controller/indicator
- Inner chamber ceramic tile or more upgraded material
- Accessories: furnace gloves, SS tong etc.

2. Bomb Calorimeter

- Microprocessor-based automatic measurement of calorific values up to 10000 kcal GCV/ Water equivalent
- Screen display: LCD display
- Vessel: 300ml or above
- Made up of high grade corrosion free stainless steel
- Computer interface RS232C or USB
- Thermometer: Digital Beckmann type or equivalent with least count of 0.001°C, calibration certificate to be supplied
- Bomb SS316 or better, hydraulic pressure test certificate from to be supplied
- It should have good repeatability.
- Stirrer: Yes, copper or high quality
- Oxygen bomb: The oxygen combustion bomb should make with special stabilized stainless steel or higher quality
- Bomb and Bucket: - Removal type during operation.
- Oxygen filling: Automatic preferred
- The calorific value of any solid or liquid material that can be burned safely in an oxygen bomb

3. Digital Analytic Balance (4 Digit)

- Max Capacity : 200g or higher
- Max . Verification Scale Interval: 1mg
- Readability: 0.1mg
- Accuracy Class : Class I
- Minimum Capacity : 1mg
- Power Supply : AC 230 V Auto cut-cuff surge Protection Battery Charger
- Communication ports : Serial RS 232
- Operating temperature : + 10 ° c to +40° c
- Load Cell : Single block type
- Calibration : Automatic (internal / external).
- Balance should be capable of Protects the weighing cell against excess weight overload
- Platform should be scratch and corrosion-resistant for harsh samples and easy cleaning
- Balance should have a high resolution display (Backlit lcd) for ease of reading in all working conditions
- Transparent sliding type weigh chamber

4. Alcohol Meter

- Supported measuring units Alcohol concentration in %v/v
- Measuring range Alcohol: 0 %v/v to 100 %v/v
- Temperature: 5 °C to 30 °C (automatic temperature correction)
- Accuracy Alcohol: 0.2 %v/v or better
- Resolution: 0.01% v/v
- Ambient temperature 0 °C to 35 °C (32 °F to 95 °F)
- Sample volume 2-10 mL
- Quick results and easy operation

5. UV Transilluminator

- Transmission area : 200x250(mm) or larger
- Dual wavelength : 302nm, 365nm
- Intensity : adjustable light intensity
- Toughened glass surface
- UV protection shield
- suitable for the observation and analysis of DNA / RNA

6. Refractometer For Sugar In Food

- Brix measurement range: 0 to 100%
- Should efficiently detect Sugar content in any sample.
- Temperature Range: 0.0 to 80.0°C (32.0 to 176.0°F).
- Resolution (nD): +/- 0.0001 (Minimum)
- Accuracy (nD): +/- 0.0001 (Minimum)
- Temperature: Automatic Temperature Compensation, between 10 and 40°C (50 to 104°F)
- Measurement Time: 2-5 seconds
- Minimum Sample Volume 100 -200 µL
- Sample Cell: stainless steel ring and flint glass prism
- Sugar content range: 0 to 85% or better (% w/w sugar)
- Auto-off function
- Digital LCD :easy to read
- Light Source: LED
- Sample Cell Stainless Steel ring and flint glass prism
- Water resistant
- One point calibration
- Internal data memory: could able to save up to 100 measured data sets or more in the instrument automatically after every measurement.

7. Digital Water Bath

- Should have Advanced PID technology for precise temperature control
- Should be of long durability and ease of cleaning
- Stainless steel tank –Grade 304 with long-lasting polished finish
- Controller with LED display for SET and ACTUAL temperature
- Drain tap – for easy draining
- Overload Protection
- CE Certified
- Temperature range –5°C to 100°C
- Accuracy: $\pm 0.5^{\circ}\text{C}$; Resolution -0.1°C
- Control: Digital PID controller
- Voltage – 230VAC ± 10 , 50-60Hz
- Tank capacity (L): 12 lit or higher

SECTION-VI TENDER FORM

1	NAME & ADDRESS of the Bidder	
2	Telephone/Fax/Email	
3	NIT No. & Date	
4	Name of the item quoted	
5	Offer/Quotation No. & date	
6	Name of the authorized signatory	
7	Status of the tenderer: Proprietary concern/Partnership firm/Ltd. Company/Other	
8	Bidder's Country Of Registration	
9	Bidder's Year of Registration	
10	CST/TIN/GST No.	
11	PAN No.	
12	Bank Details of the Firm	
13	Financial Documents as per GITB Clause. (YES/NO) (To be uploaded)	
14	Remarks if any	

Date

Signature & seal of Tenderer

Note: This tender form duly filled & signed should accompany with the Technical Bid as the top most page.

SECTION-VII
PRICE SCHEDULE

To be quoted separately in the excel sheet provided as BOQ (Financial Bid)
(Hard Copy of BOQ need not to be submitted along with other documents)

Annexure I for Price Schedule is provided which is required to be filled by the Bidder in PDF Format and upload in the E-portal.

ANNEXURE I

Price Schedule for Goods.

Name of the Bidder:

NIT No. & Date:

Offer/Quotation No. & Date:

Name of the Item:

Make/Model No.:

Country of origin:

SL No.	Description of Items			Qty.	Unit.	Rate	Amount	GST & other taxes applicable if any	Total
	Part No./ Catalogue No.	Item Name	Specifications						
	Required Spares/Consumables (if any)								
	Accessories (if any)								
	Additional Items								
	Net Ex-work Price								
	GST (as applicable)								
	Packing & forwarding up to Guwahati Biotech Park, if any								
	Charges for inland transportation, insurance up to Guwahati Biotech Park								
	Installation Commissioning and training Charges, if any								
	Total F.O.R., Guwahati Biotech Park Price								
	Total Bid price (F.O.R., GBP) in words.....								

Signature & seal of Bidder

Note: Bidder may use additional rows/sheets if necessary keeping the format same.

ADDITIONAL INFORMATION:

Term	Condition		Remark if any
Validity of Price bid Upto:			
Delivery term:			
Delivery Schedule:			
Mode of Shipment; (Rail/Road/Air)			
Port of Destination/Discharge			
Final destination/Place of delivery	Guwahati Biotech Park, Technology Incubation Centre, Near SP Office, Amingaon, Kamrup-781031		
Warranty Period:			
Payment Term:			
Annual Maintenance Charges:	Comprehensive		
	Non-Comprehensive		

Note:

- a. Quoted price should be inclusive of 3yrs Warranty at free of Cost or as indicated in the Technical Specification.

Signature & seal of Bidder

ANNEXURE II
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:.....

To

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No.

Name of Tender/Work:

Dear 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 hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. __to_____(including all documents lime annexure(s), schedule(s), etc...) which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.

(3) The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

(4) I/we hereby unconditionally accept the tender conditions of abovementioned tender documents/corrigendum(s) in its totality/entirely.

(5) I/we do hereby declare that our Firm has not been black-listed/debarred 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 that bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-III
Proforma of Bank Guarantee

Ref. No.....

Bank Guarantee No.....

Dated

To
Chief Executive Officer
Guwahati Biotech Park
Technology Incubation Centre
Near SP Office, Amingaon
Guwahati-781031

Dear Sir,

Whereas, Guwahati Biotech Park having its office at Technology Incubation Centre, Near SP Office, Amingaon, Guwahati-781031(hereinafter called 'PURCHASER' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No.....and Bidder having agreed to furnish an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures)_____(Indian Rupees(in words)_____only) as a security for compliance with the Supplier's performance

obligation in accordance with the Purchase order no.....dated.....which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

We (name of the bank)_____registered under the laws of _____having head/registered office at _____(hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by Guwahati Biotech Park, the amount of Indian Rs....(in figures)_____(Indian Rupees(in words)_____only) in aggregate at any time without any demur and recourse, and without Guwahati Biotech Park having to substantiate the demand. Any such demand made by Guwahati Biotech Park Incubation Centre shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue. The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.

This guarantee shall be irrevocable and shall remain in force up to _____which includes sixty days after the date of completion of all contractual obligations by the supplier, including the

warranty obligations and any demand in respect thereof should reach the Bank not later than the aforesaid date.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs...(in figures)_____and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee)_____.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Guwahati Biotech Park under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of Guwahati Biotech Park Incubation Centre under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this day of at

WITNESS

(Signature)
**Full name and official
address (in legible letters)**

(Signature)
**Full name, designation and
official address (in legible
letters) with Bank stamp.**

Dated

ANNEXURE-IV

Manufacturer's Authorization Form

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Date: (date of Bid submission)

Tender No.: (insert number from invitation for bids)

To: (Complete name and address of Purchaser)

Whereas

We (complete name of the manufacturer), who are official manufacturers of (type of goods manufactured), having factories at (full address of manufacturer's factories), do hereby authorize (complete name Bidder) to submit a bid the purpose of which is to be provide the following Goods, manufactured by us (name and or brief description of the goods), and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with Clause s of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: (signature(s) of authorized representative(s) of the Manufacturer)

Named: (complete name(s) of authorized representative(s) of the Manufacturer)

Title:

Duly authorized to sign this Authorization on behalf of: (complete name of Bidder)

Dated on _____ day of _____, _____ (insert date of signing)

ANNEXURE-V
BIDDER'S PAST SERVICES (SIMILAR) PROFORMA

Performance Statement Form

(For a period of last 3 years)

Name of the Firm.....

Sl.NO	Order Placedby (full address ofPurchaser)	Order No. and Date	Description and quantity of ordered equipment	Valueof order	Contact person along with Telephone No. and email- address

Signature and Seal of the manufacturer/ Bidder.....

Place:

Date:

ANNEXURE-VI

Deviation Statement Form

- 1) The following are the particulars of deviations from the requirements of the tender specifications:

Clause	Deviation	Remarks (Including Justification)

Place:

Date:

Signature and Seal of the
Manufacturer/Bidder

NOTE:

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviation".

ANNEXURE-VII
Service Support Detail Form

Sl No.	Nature of training imparted	List of similar type equipments serviced in the past 3 years	Address, Telephone Nos., FAX Nos. and email address

Signature and Seal of the Manufacture/Bidder

Place:

Date: