

**LGB REGIONAL INSTITUTE OF MENTAL HEALTH**  
(Ministry of Health & Family Welfare, Government of India)  
**Post Box No. 15 :: FAX No. (03712) 233623**  
TEZPUR :: 784001 :: ASSAM

No. LGB/ NAZ/1446/17-18/6158

Date: 27-12-2017

**E-TENDER NOTICE**

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

CRITICAL DATE SHEET				
Milestones	Start Date	Start Time	Last Date	Last Time
Tender Publishing	27-12-2017	05:30 PM	17-01-2018	04:00 PM
Tender Download	27-12-2017	05:30 PM	17-01-2018	04:00 PM
Pre-Bid Meeting	04-01-2018	10:00 AM	04-01-2018	01:00 PM
Bid Submission	27-12-2017	05:30 PM	17-01-2018	04:00 PM
Technical Bid Opening	18-01-2018	04:00 PM		
Financial Bid Opening	24-01-2018	11:30 AM		
Original Document verification of shortlisted candidates	30-01-2018	11:00 AM	30-01-2018	01:00 PM

Sd/-  
Director  
LGBRIMH

**LGB REGIONAL INSTITUTE OF MENTAL HEALTH**  
(Ministry of Health & Family Welfare, Government of India)  
Website- [www.lgbrimh.org](http://www.lgbrimh.org)

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No. LGB/ NAZ/1446/17-18/6158

Date: 27-12-2017

**NOTICE INVITING E-TENDER**

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

**1.** The tender is required to be submitted in two bids viz ; ‘Technical Bid’ and ‘Financial Bid’

**2.(A) Technical Bid** – This should include following:

- Scanned copy of EMD (to be furnished as per instruction given at serial no. 5)( if applicable)
- Proof of SSI enlistment. (If any.)
- Scanned copy of Technical details of the quoted items with reference to the tender specification.
- Scanned copy of Catalogue/ literature make and model of the equipment offered.
- Scanned copy of Undertaking for providing AMC/CMC for 5 years or as mentioned in the specification after expiry of warrantee/guarantee period with rate.
- Scanned copy of Warranty/ guarantee period.
- Scanned copy of Statement of deviation (parameter-wise) from technical specifications and commercial condition, if any.
- Scanned copy of a declaration by the proprietor of the firm, in case, the firm is proprietorship *on non –judicial stamp paper of worth Rs100.00 – duly attested by Notary Public. A scanned copy of partnership deed duly registered by the Registrar of Firms, in case of partnership firm.*
- Scanned copy of Authority letter from manufacturer in case bid is submitted by authorized agent.
- Scanned copy of Certificate of Quality control / ISO certificate of the equipment to be supplied
- Scanned copy of Copy of PAN card.
- Scanned copy of valid import license (if applicable)
- Scanned copy of manufacturing experience / marketing certificate.
- Scanned copy of brand approval certificate.
- Scanned copy of statement of financial status.
- Scanned copy of performance report from Govt/ Semi-Govt/ Autonomous organization served (during last 5 years).
- Scanned copy of recent non-conviction/ non-blacklisting certificate *on non –judicial stamp paper of worth Rs100.00 – duly attested by Notary Public.*

- Scanned copy of updated Income Tax return documents for the financial year 2016-17.
- Scanned copy of GST Registration no.
- Scanned copy of current account statement/ updated saving account.
- Scanned copy of duly filled Undertaking as per annexure III.
- Scanned copy of valid Trade License.
- Scanned copy of Annexure VI & VII (wherever applicable).

**2.(B) Financial Bid-** It should comprise of the following –

The information given at technical bid (A) marked should be reproduced with price indicated. Any deviation in this regard will render the bid liable for rejection. The price should be all inclusive lump sum prices as per description given at serial number 3 below. The price of AMC/CMC for five year after expiry warranty/guarantee period should be given in the financial bid only. The tender will not be considered without offer of AMC/CMC.

**E-bid Cover-II:** Financial bid packet will be submitted as Cover II and will consist of following:- Financial bid in the form of “BOQ” (BILL OF QUANTITIES) only. Financial bid will be submitted **online only**. Kindly fill up the colored cells. In case you do not wish to quote for any item leave the quoted rate as blank and **do not fill up zero**. *\*The GST column in BoQ is not in percentage. The total figure will be the same as quoted rate and the figure with GST will reflect the basic rate plus GST. Fill up the quoted manufacturer and the MRP in appropriate columns of the BOQ.*

**3. Process of submission of online bid:**

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

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (<http://eprocure.gov.in/cppp>).
- b) The bidders will be required to choose a unique username and assign a password for their accounts and are advised to register their valid email address and mobile numbers as part of the registration process.
- c) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile. Only one valid DSC should be registered by a bidder.
- d) Bidder then logs in to the site through the secured log-in by entering their user-ID / password and the password of the DSC / e-Token.
- e) Bidder should take into account any corrigendum published on the tender document before finally submitting their bids.
- f) **Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.**
- g) Bidder should log into the site and upload their bids on or before the bid submission

deadline.

- h) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- i) Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.
- j) A standard BOQ file in Excel format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The BOQ filename must not be changed and if in any case the BOQ is found to be modified by the bidder the bid will be rejected.
- k) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- l) **Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender. Bidder can contact at the toll free no. 18003453636 (10 AM to 5 PM in all working days) or via email id: lgbetender@gmail.com.**

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

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

**5.a.EMD-** The EMDs are to be deposited in the form of DD (Nationalised Bank) pledged in favour of the Director LGBRIMH, Tezpur-784001, along with Technical Bid, which shall be refunded to bidders without any interest after finalization of the tender as follows:

Sl. no.	Schedule No.	Details of items	Earnest Money
1.	Schedule No. 1	High Power Laser Therapy Unit/ Low Level Laser Therapy	50,000/-
2.	Schedule No. 2	Radial Shock Wave Therapy Unit	50,000/-
3.	Schedule No. 3	Cryotherapy Unit	30,000/-
4.	Schedule No. 4	Balance Board	12,000/-
5.	Schedule No. 5	EMG Biofeedback with stimulation	12,000/-
6	Schedule No. 6	Power lifting set (282.5 kg)	2,500/-

**The DD of EMD should reach LGBRIMH before the last date of opening of technical bid.**

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

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

**6. Security Deposit:** Security Deposit equivalent of 10 percent of the total cost of the equipments approved shall have to be deposited by the successful bidder through Demand Draft/ Banker's cheque in favour of Director, LGBRIMH, payable at Tezpur, on demand or the said amount will be deducted from the bill. The same will be released after fulfilment of contractual obligations and no interest shall be payable thereof. No interest will be paid on the security deposit.

**An agreement** will be executed with the successful bidder in the format prescribed by the institute.

## **7. SIGNING OF BID:-**

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

### **NOTE:-**

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

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

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

**8. Supply:** Supply shall be made by successful bidder within 45 days from the date of placement of supply order.

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

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

**11. Name, Designation and specimen signature** of the person/ representative authorized by the competent authority of the firm to deal with the tender/ sign the tender document must be enclosed with the tender.

**12. (a)** Bidder must provide local address, if any, along with the telephone number and Fax no. with tender for all correspondence.

**(b)** The firm should also provide the complete address along with telephone and fax no. of the

service station from where after sale service will be provided.

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

**14. Guarantee/Warranty** – The equipment should be guaranteed/warranted for minimum period of 1 year or 2 years or as mentioned in the specifications from the date of satisfactory installation.

**15. (a) The bidder** shall enclose a scanned copy of undertaking by the manufacturer of the equipment for servicing the equipment and supply the spare parts whenever required at least for five years after completion of warranty/guarantee. In case of CMC (Comprehensive Maintenance Contract) the rate should be quoted inclusive of spares.

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

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

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

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

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

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

**19.** Any other miscellaneous items required for the equipment may also be quoted in the financial bid.

**20. A certificate from the principal that-**

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

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

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

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

23. Payment shall be released after satisfactory installation and commissioning of the equipment.

**24. Penalty Clause :**

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

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

**REJECTION OF THE TENDER :- Terms & Conditions**

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

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

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

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

## Annexure - I

### ITEM SCHEDULE

#### Schedule 1:

Sl. No.	Equipment name	Specifications
1.	High Power Laser Therapy Unit/ Low Level Laser Therapy	<ul style="list-style-type: none"><li>• Should have 7 watt (7000 mW) or more continuous laser power (laser class IV)</li><li>• Should have wave length 980 nm and 810 nm performing synchronised parallel emission for superficial &amp; deeper penetration</li><li>• Should have Flexible, lightweight laser - applicator</li><li>• Should have continuous , pulsed modes</li><li>• Should have large colour touch screen for therapy information</li><li>• Should have indication menu with present protocols and treatment recommendations</li><li>• Should have present thermal threshold test function</li><li>• Should have memory function for favourite entries</li><li>• Should have SD – card for memory/update/service</li><li>• Full security package = code key activation, emergency switch off, foot switch operation and protective spectacles</li><li>• Wide range of preset protocols specially for open wound healing/pressure sores</li><li>• Power density upto max 9 W/cm<sup>2</sup></li><li>• Should have flexible lightweight laser applicator with distance spacer (small and large)</li><li>• Should have continuous, pulsed or single pulse, including burst modality</li><li>• Should have mounted with trolley with large colour touch screen display for therapy information</li><li>• FDA (USA) / CE approved</li></ul>

Schedule 2:

Sl. No.	Equipment name	Specifications
1.	Radial Shock Wave Therapy Unit	<p>Shock wave therapy unit with radial high energy pulses, electromagnetically generated</p> <ul style="list-style-type: none"> <li>• Large colour touch screen for parameters display with preset indication menu</li> <li>• Compressor free ballistic radial shockwave therapy system with electromagnetic generator as projectile accelerator</li> <li>• Should have selectable energy levels values up to 185J or more</li> <li>• Selectable frequencies up to 22 Hz &amp; burst mode for trigger points</li> <li>• Shockwave applicator hand piece should have forced fan cooling</li> <li>• Different size of applicator tip should be available</li> <li>• Should have SD card facility for up gradation of software/preset programmes</li> <li>• Should have multidirectional foot switch</li> <li>• Should have shockwave counter with value preset facility</li> <li>• Should have indications menu with preset protocols and treatment recommendations using body region and therapy list</li> <li>• Should have preset indications including picture of treatment area</li> <li>• Must have visual analogue scale for pain intensity assessment</li> <li>• FDA (USA) approved</li> </ul>

Schedule 3:

Sl. No.	Equipment name	Specifications
1.	Cryotherapy Unit	<ul style="list-style-type: none"> <li>• Should have temperature of the treatment air: - 30° C</li> <li>• Should have preset programme at least 5 &amp; individual programme at least 2</li> <li>• Should have air flow level adjustable from 90lt/mn to 1000 lt/mn</li> <li>• Should have treatment tube length 170 cm or more</li> <li>• Defrosting should be displayed on control panel</li> <li>• Filter cleaning should be displayed on control panel</li> <li>• Should have reduction nozzles different diameters from 5 to 20 mm</li> <li>• Power connection 230V/50 Hz</li> <li>• Must have glass touchpad keyboard with large display</li> <li>• Should have certification/approval of international standards FDA (USA)/CE approved</li> </ul>

Schedule 4:

Sl. No.	Equipment name	Specifications
1.	Balance Board	<ul style="list-style-type: none"> <li>• Wobble board (diameter &gt; 14 inches) with anti slip coating</li> <li>• Easy exchangeable rubber accessories using a magnetic click on system includes a standard spherical rubber accessory of 10°</li> <li>• Optional spherical accessories of 15 to 20° and one directional accessory of 15°</li> <li>• Patient capacity: upto 136 kg</li> <li>• Platform tilt upto 20°</li> <li>• Supporting rails – adjustable 25’’ – 36’’</li> <li>• Stability levels equal to or greater than 10</li> <li>• Display height – adjustable 53’’ – 68’’</li> <li>• Standard USB cable</li> <li>• Laptop with printer</li> <li>• Including basic exercise software with measuring, analysis &amp; archiving functions for diagnosis and comparison purposes to show improvements over time</li> <li>• Balance game with more than 10 training exercises and more than 5 exercise games</li> <li>• Must have programme for static balance test/dynamic balance test/priopioception</li> <li>• FDA (USA)/CE approved</li> </ul>

Schedule 5:

Sl. No.	Equipment name	Specifications
1.	EMG Biofeedback with stimulation	<ul style="list-style-type: none"> <li>• Must have 2 channels EMG (biofeedback) combined with 4 channels of NMS – STIM (neuromuscular stimulation) &amp; ETS (EMG triggered stimulation)</li> <li>• Should have EMG and NMS in one programme</li> <li>• Accurate range: 0.2 mV to 2000 mV</li> <li>• Sensitivity : 0.1 mV RMS</li> <li>• Work/rest periods: 2 to 97 seconds</li> <li>• Number of trials : 10 – 96</li> <li>• Range : rate 2 Hz – 100 Hz, pulse within 48 mS to 430 mS/ramp 0.1 to 9.9 seconds</li> <li>• Should have manual and automatic threshold control</li> <li>• Automatic switch off</li> <li>• Should have manual and automatic threshold control</li> <li>• Should have EMG biofeedback between stimulation</li> <li>• Must have clinical modes for : incontinence, sports, rehab and urology</li> <li>• Facility for custom programmes enabling up to 5 phases</li> <li>• With LCD screen and voice prompts for biofeedback</li> <li>• PC with printer</li> <li>• Facility to comprehensive patient progress reports on a day to day basis</li> <li>• Should have high capacity rechargeable battery and charger</li> <li>• Must have low battery indication</li> <li>• FDA (USA)/CE approved</li> </ul>

Schedule 6:

Sl. No.	Equipment name	Specifications
1.	Power lifting set (282.5	<ul style="list-style-type: none"> <li>• Rubber plate, Olympic barbell set</li> </ul>

	kg)	
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## Annexure – II

### CHECK LIST FOR TERMS AND CONDITIONS

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

1. Scanned copy of EMD (As per Sl no. 5 of the terms and conditions)	Yes/No
2. Scanned copy of Bid form and Price schedule as given in Sl. No. 1-3 of the terms and conditions	
3. Scanned copy of Five years AMC/CMC charges as given in sl. no. 2 of terms and conditions	
4. Scanned copy of Rate certificate indicating that they have not supplied the said equipment to any individual, Govt. or private institution at the rate lower than the quoted rate.	
5. Scanned copy of Manufacturer's Authorization Certificate (As per Annexure III) in case of bid is submitted by agents	
6. Scanned copy of User's list along with the certificates about satisfactory performance report of the equipment and quality of after sale service duly authenticated from existing users of the quoted model of equipment. A list of the users quoted model, indicating the complete postal address of the users and date of supply of the equipment is also enclosed.	
7. Scanned copy of Authorization certificate of the principal/manufacturer that they will be solely responsible for the maintenance of the equipment during guarantee/warranty period (As per annexure III)	
9. Scanned copy of Bidder has to submit a signed undertaking on stamped paper of Rs. 100.00 (Rupees one hundred ) along with the tender. (As per annexure II)	
11. Scanned copy for the equipments where consumables/reusable etc. are required with a list indicating cost and life of consumables be given.	

## Undertaking

**Annexure - III**

Item No.:

Name of Firm:

To

The Director, LGBRIMH  
Tezpur- 784001

Sir,

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

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

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

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

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

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

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

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

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

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

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

YOURS FAITHFULLY

SIGNATURE OF THE BIDDER  
RUBBER STAMP

A 1 WITNESS SIGNATURE .....

2. FULL NAME .....

3. ADDRESS .....

B. 1 WITNESS SIGNATURE .....

2. FULL NAME .....

3. ADDRESS .....

Authorization Letter

To

The Director, LGBRIMH  
Tezpur- 784001

Dear Sir,

Authority letter against

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

We hereby extend or full guarantee/ warranty as per clause no. 13 of the terms and conditions of  
the tender for the goods offered to supply against the invitation of bid from the above firm. We  
also confirm that spares and any other miscellaneous items ( as applicable) of the equipment  
quoted, will be freely available for at least five years after expiry of warranty / guarantee period.

Our other responsibilities include –

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

Yours faithfully,

(Signature & Name of manufacturer)  
With address and seal

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

**ANNEXURE – V**

**DEED OF CONTRACTUAL AGREEMENT**

**THIS AGREEMENT** made the.....day of ....., 201., Between Director, *Lokopriya Gopinath Bordoloi Regional Institute of Mental Health, Tezpur Assam* (hereinafter "the Purchaser") of the one part and M/s \_\_\_\_\_ (hereinafter called "the Supplier") of the other part:

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

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) The Letter of Acceptance issued by the purchaser/ Supply Order.
  - b) The Notice Inviting Tender
  - c) The supplier's bid including enclosures, annexure, etc.
  - d) The Terms and Conditions of the Contract
  - e) The Schedule of Requirement
  - f) The Technical Specification
  - g) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.
2. In case the bidder fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the purchaser shall have the power and authority to recover from the supplier any loss or damage caused to LGBRIMH by such breach as may be determined by LGBRIMH by appropriating the security money deposited by the supplier and take appropriate action as per penalty clause of the tender. If the security deposit is found to be inappropriate, the deficit amount may be recovered from the supplier from his outstanding bill or such other manner as the purchaser may deem fit.
3. On inspection if any article found not as per specification of the supply order it shall be replaced by me/us in time as asked for, to prevent any inconvenience at my/our expenses. In case

of non-fulfillment of the terms and conditions of the contract/ supply order, the Director 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 hereby covenants with the Purchaser to provide, the goods and services without interruption and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

In the presence of witness  
his/her nominee

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

Signature of the Purchaser or

(with seal)

In the presence of witness

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

Signature of theSupplier

(with seal)

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

**Date:**

\_\_\_\_\_

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

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

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

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

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

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Medical devices for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the medical device
- xii. List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached.
- xiii. List and cost of inputs which are imported, directly or indirectly

**For and behalf of**

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

**(Name of Firm/ entity)**

### Calculation of Local Content

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

Note:

- I **Cost (Domestic Component):** Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) which have not been imported directly or through a domestic trader or an intermediary.
- II **Cost (Imported Component):** Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken).