



**OFFICE OF THE MISSION DIRECTOR
National Rural Health Mission, Assam
Saikia Commercial Complex, Sreenagar Path, Christian Basti,
G.S Road, Guwahati-781005, Assam**

TENDER NO: NRHM/MAINT/EQUIP/1609/ 2012-13/

Date: 25/03/2013

NIT FOR COMPREHENSIVE ANNUAL MAINTENANCE OF EQUIPMENTS

(NATIONAL COMPETITIVE BIDDING)

Sealed tenders in **TWO BID SYSTEM** affixing Court Fee Stamp of Rs 8.25 (or IPO of Rs 10.00 in favour of “State Health Society, Assam” for bidders based outside Assam) only, are invited from well established agencies experienced in mechanical, electronic & electrical maintenance jobs, for taking up Comprehensive Annual Maintenance Contract (CAMC) for Medical Equipments and Instruments at various health institutions in Assam, as per Terms & Conditions described hereunder. Bids shall be received till **02-04-2013 up to 2.00 P.M** and opened on the same day at 3.00 PM. The bids may be sent by Speed Post / Registered Post / Courier Services or in person in sealed cover addressed to “**Mission Director, National Rural Health Mission (NRHM), Saikia Commercial Complex, Shreenagar Path, Christian Basti, G.S Road, Guwahati-781005, Assam.**” Tenders received after the closing date & time shall not be entertained. The Mission Director NRHM Assam shall not be responsible for any postal delay.

1. LAST DATE FOR RECEIPT OF TENDERS.

Sealed Tenders in two separate covers {Technical Bid (Cover “A”) and Price Bid (Cover “B”)} will be received till **02-04-2013 up to 2 PM** by the Mission Director, National Rural Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christian Basti, G.S Road, Guwahati-781005

2. ELIGIBILITY CRITERIA

- A. The bidder should have at least 3 years experience in mechanical/electronic/electrical maintenance jobs in engineering workshops or manufacturing units or other establishments.
- B. The bidder should have adequate field service set up in the state of Assam for undertaking repair and maintenance work.
- C. The bidder should be capable of deploying well trained technicians for repair and maintenance of sophisticated medical equipments and instruments.
- D. The bidder should have Average Annual Turnover of Rs 50.00 Lakhs or more during the last three financial year’s i.e. 2009-10, 2010-11 and 2011-12.

- E. The bidder should have executed at least one single order for maintenance of equipments worth Rs 25.00 Lakhs, during last three years.

Any Company/Firm which has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government organization should not participate in the tender during the period of blacklisting.

4. **SCOPE OF WORK**

The job would involve regular maintenance and repair of sophisticated medical equipments and instruments at different health institutions spread over 27 districts of Assam. The detailed list of equipments/instruments are indicated at **Annexure-I**.

The *maintenance schedule & requirements* shall be as under:

a) Up-time of equipments:

The successful bidder/contractor shall keep all the equipments detailed at Annexure-I in perfect working condition with up-time of at least 95 % during the Comprehensive Annual Maintenance Contract (CAMC) for 3 years.

b) Response Time for Breakdown Calls:

Maintenance personnel shall attend to breakdown calls within 72 hours of reporting the fault and restore normal operation of the equipments within this period.

c) Preventive Maintenance:

During the CAMC period, in addition to attending break down calls, there shall be regular quarterly preventive maintenance visits by maintenance personnel to all locations for servicing/checking of equipments.

4. **TECHNICAL BID- COVER "A"**

The bidder should furnish the following in a separate cover hereinafter called "**Cover A**". *Court Fee Stamp of Rs 8.25 (or IPO of Rs 10.00 for bidders based outside Assam) must be affixed.*

a) Earnest Money Deposit :

Bids must be accompanied by **EARNEST MONEY DEPOSIT (EMD)** in the form of Demand Draft/Bankers Cheque in favour of "**State Health Society, Assam**" payable at Guwahati. EMD submitted in any other form or bids without EMD shall not be entertained. **The amount of EMD shall be Rs 1.00 Lakh (Rupees One Lakh) only.** The EMD of the successful bidder shall be retained till completion of the tender period but shall not carry any interest. If the successful bidder fails to execute the agreement and/or fails to deposit the performance security amount within the specified time, or withdraws his bid within the

validity period of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be returned within 30 days after the finalization of tender.

b) Constitution of Company

Documentary evidence of the constitution of the company/concern such as Certificate of Incorporation/Memorandum of Articles of Association/Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.

c) Manufacturing/Trade License

Attested/notarized copy of valid Manufacturing License/Trade License issued by the competent Licensing Authority.

d) Power Of Attorney to sign (of Bidder)

Instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to be enclosed with the bid and such authorized officer should sign the bid documents.

e) Sales Tax/VAT/Service Tax Registration

Attested/notarized copy of Sales Tax/VAT/Service Tax Registration Certificate.

f) PAN Card

Attested/notarized copy of PAN Card.

g) Details of Experience

Information on mechanical, electronic and electrical repair and maintenance work done during the last three financial years in the format at **Annexure –II** along with copies of work orders, completion/performance certificates from the users.

h) Details of Field Service Set-up in Assam

- Information comprising of address & telephone number of (a) **Head Office** along with name & designation of the person in charge of this office (b) **Branch/Field Office** along with name & designation of the person in charge of this office.
- Brief write up on the business/work performed by the Head Office and Branch/Field Office.

i) Deployment of Personnel

List of Technicians and Supervisors in the permanent roll of the bidding firm or under contract employment with Name, Age, Qualification, Specialization and Years of Experience.

j) Average Annual Turnover

Annual turnover statement for last 3 financial years i.e. 2009-10, 2010-11 & 2011-12 along with concurrent commitment for the current financial year in the format given in **Annexure-III**.

k) **Agreed Terms & Conditions (Bidder)**

Agreed Terms & Conditions as per **Annexure-IV**

l) **Signature and Seal on Each Page**

The tender/bid document should be signed by the bidder in all pages with office seal and submitted with the bid.

The bidder shall put above documents in a sealed cover superscribed as "TECHNICAL BID - COVER "A" TENDER FOR CAMC DUE ON 02-04-2013" and addressed to the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christian Basti, G.S Road, Guwahati-781005, Assam.

5. PRICE BID - COVER "B"

Cover "B" shall contain the Price Bid of the bidder.

(i) **Signature and Seal on each page**

Each page of the price bid should be duly signed by the bidder affixing the office seal.

(ii) **Signature on corrections**

Bid should be typewritten neatly and every correction in the bid should be attested with full signature by the bidder, failing which the bid will be ineligible. Corrections done with correction fluid should also be duly attested.

(iii) **Rates quoted**

The bidder shall submit the Price Bid (Cover – B) in the format at **Annexure-V**. The rates quoted shall be inclusive of all taxes, transit insurance and any other charges. The amount of Service Tax/ VAT should be indicated separately.

The bidder shall put the duly signed Annexure-V in a sealed cover superscribed as "PRICE BID COVER "B" TENDER FOR CAMC DUE ON 02-04-2013" and addressed to the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christian Basti, G.S Road, Guwahati-781005, Assam.

6. COVER FOR TECHNICAL BID & PRICE BID

The two separately sealed covers {Technical Bid (Cover "A") and Price Bid (Cover "B")} shall be placed together inside another cover which shall be sealed and superscribed as "TENDER FOR CAMC DUE ON 02-04-2013" and delivered at the office of Mission Director,

**National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christian Basti,
G.S Road, Guwahati-781005, Assam.**

7. OPENING OF COVER “A” AND COVER “B” OF TENDER

- (a) Bidders or their authorized representatives are entitled to be present on the date and time of opening of Technical Bid - Cover “A”.
- (b) Only those bidders whose Technical Bids are found acceptable after technical and commercial evaluation will be invited to be present at the date and time of opening of Price Bid - Cover “B”. The price bids of bidders not found technically qualified will not be opened.

8. VALIDITY OF BID:

Bids shall remain valid for acceptance for a period of 90 days after opening of Technical Bid i.e. Cover ‘A’. Bids with shorter validity shall be rejected. Tender Inviting Authority may solicit bidders consent for an extension of validity period. A bidder may refuse extension request without forfeiting their EMD.

9. ITEM DETAILS & QUANTITIES

The details of items that will get covered under Comprehensive Annual Maintenance Contract (CAMC) are shown at **Annexure-I**. The quantities mentioned are indicative and may vary depending on need assessment.

10. ACCEPTANCE OF TENDER

(i) Tender Evaluation

The whole work will be on Turnkey basis. Tenders will be evaluated with reference to various criteria of technical bid and thereafter on the basis of the total landed price of CAMC for 3 Years. Conditional discounts shall not be taken into account for price comparison.

(ii) Right to Reject Tender

Tender Inviting Authority reserves the right to accept the tender or to reject the tender for all items or for any one or more of the items tendered at any point of time without assigning any reason.

(iii) Tender Acceptance

The acceptance of the tenders will be communicated to the successful bidder in writing.

11. PAYMENT TERMS

- a) No advance payments will be made to the successful bidder/contractor.
- b) Payment will be released on quarterly basis based on the work executed during the

quarter.

- c) On completion of work for 3 months, bills/ invoices should be submitted in triplicate, duly certified by the concerned Head of the Health Institutions where the services have been provided.

12. FRAUD & CORRUPTION

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purpose of this provision, the following acts shall be considered as corrupt and / or fraudulent practices –

- a. “Corrupt Practice” means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
- b. “Fraudulent Practice” means misrepresentation or omission of facts in execution of contract.
- c. “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- d. “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the order and make suitable alternative arrangement at the risk and cost of such offending bidder.

13. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of the tender.

14. GENERAL CONDITIONS OF CONTRACT

All terms and conditions stated in the attached document “General Conditions of Contract for Services” shall be applicable and shall form a part of contract.



NATIONAL RURAL HEALTH MISSION, ASSAM

GENERAL CONTRACT CONDITIONS FOR SERVICES

1. Definitions:

“Purchaser” means “National Rural Health Mission, Assam”

“Contractor” means a Person or Firm or Company, to whom the work order has been awarded.

2. Price Basis

Contract prices are on FOR destination basis and shall remain firm & fixed till complete execution of the contract.

3. Taxes & Duties

In case of any enhancement of Taxes and/or Duties or levy of fresh Taxes/ Duties due to Statutory Act of the Govt., after date of submission of the tenders and during the contractual completion period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the Contractor shall produce a certificate from the authority concerned certifying that the services performed falls under particular tariff resulting in additional/fresh levies for the item. However, the same shall not be borne by the Purchaser in case such levies become applicable after expiry of the contractual completion period stipulated in the contract.

4. Agreement

The Contractor shall execute an agreement on non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Contractor) as per proforma annexed hereto within 10 days from the date of issue of the work order.

5. Performance Security Deposit

The Contractor, within 10 days of signing of the agreement, shall be required to submit Performance Security Deposit of 10 % of the order value in the form of performance bank guarantee from any Indian nationalized bank in favour of the Purchaser valid for at least one year. If the Contractor fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount forfeited.

6. Payment Term

Payments shall be made periodically based on the work executed during a particular period and in accordance to contract stipulations.

7. Transportation

Transportation and Transit Insurance of goods from one location to another for servicing or for repair/replacement shall be within the Contractor's' scope and cost.

8. Measurements/Tests Results

All measurements and/or test results recorded by the Purchaser after execution of job shall be treated as final and binding.

9. Spare & Consumables

The Contractor shall maintain sufficient stock of essential spares and consumables at suitable locations in Assam to ensure proper and timely repair and maintenance of all equipments.

10. Tools & Tackles

The Contractor shall provide all necessary tools & tackles for proper execution of work and operation/maintenance of all equipments.

11. Penalty for delays

In case the Contractor delays in rectifying defects and such delays become frequent, monetary penalty as decided by the Purchaser shall be levied, subject to a maximum of 10% of the contract value. The penalty shall be recovered from contractor's bill and/or from the Performance Security Deposit.

12. Security & Storage

The Contractor shall arrange for security and storage of the materials brought in for the work to avoid any theft or losses during execution of work.

13. Liability for Damages

During the maintenance contract period, the Contractor shall assume all responsibilities for damages arising out of accidents, injuries and defective servicing.

14. Termination for Default

In case of any violation of contractual terms & conditions by the Contractor, the Purchaser without prejudice to any other remedy, may by written notice of default to the Contractor, terminate the contract in whole or in part.

15. Termination for Insolvency

The Purchaser may at any time terminate the contract by giving written notice to the Contractor without compensation to the Contractor if he becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

16. Force Majeure

The Contractor shall not be liable for forfeiture of its performance security deposit, penalty for delays and termination for default, if he is unable to fulfill his obligation due to force majeure circumstances. "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by the Purchaser and its decision shall be final and binding on the Contractor.

17. Communication

All notices or communications relating to or arising out of the contract or any of the terms thereof shall be considered duly served on or given to the Contractor if delivered to him or left at his premises, places of business or abode.

18. Local Conditions

It will be imperative on the part of the Contractor to have full information of all local conditions and factors which may have any effect on the execution of the works. The Contractor shall be deemed to have collected all the relevant information regarding the proposed place of works/site, its local environment, approach road and connectivity etc. and be well acquainted with actual working and other prevailing conditions. The Purchaser shall not entertain any request of Contractor for clarifications related to such local conditions and shall bear no responsibility in this regard.

19. Statutory Obligations

The Contractor shall comply with the provisions of the following Acts & Statutes and indemnify the Purchaser against all claims, which may arise out of such Acts & Statutes:

- a) The Contract Labour (Regulation and Abolition) Act.
- b) The Minimum Wages Act.
- c) The Workman's Compensation Act.
- d) The Payment of Wages Act.
- e) The Payment of Bonus Act.
- f) The Employees Provident Fund & Misc. Provisions Act.
- g) The Environment Protection Act.

The contractor shall comply with the provisions of any other Acts or Statutes not hereinabove specifically mentioned and having an affect over engagement of workers directly or indirectly for execution of work. It will be the contractor's responsibility to obtain approvals/clearances from any authority if required as per statutory rules and regulations of Central/State Government/Local Bodies.

20. Arbitration

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Mission Director, National Rural Health Mission, Assam or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of National Rural Health Mission, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

21. Laws governing the contract & jurisdiction

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the contract, such dispute would be subject to the jurisdiction of the Court within the city of Guwahati only.

22. Non Assignment

The Contractor shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any other person or firm, whatsoever.

23. Conflict amongst Terms and Conditions

In case of conflict between these General Contract Conditions and any other special or typed conditions agreed to and mentioned in the Work Order, the latter shall prevail to the extent applicable.

Annexure to General Contract Conditions for Services

(Form of Contract Agreement)

THIS CONTRACT AGREEMENT is made

This day of month..... year.....

BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Contractor:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Contractor for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and constructed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Technical Specifications)
 - (e) The Contractor’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award/Work Order
 - (g) [Add here: **any other documents**]
3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor 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.

For and on behalf of the Purchaser

Signed: _____
In the capacity of [insert: **title or other appropriate designation**]

In the presence of _____

For and on behalf of the Contractor

Signed: _____
In the capacity of [insert: **title or other appropriate designation**]

In the presence of _____

Annexure I

Sl. No.	Name of the Equipments	Total
1	X-Ray Machine	111
2	USG	79
3	ECG	58
4	Vibration free refrigerator	109
5	Hydraulic OT Table	122
6	Ceiling OT Light / Floor OT Light (shadow less)	105
7	Multi Parameter Monitor	90
8	Oxygen Cylinder with flow meter and wrench	591
9	Boyles Apparatus with accessories.	110
10	Autoclave and Electric Sterilizer	180
11	Electrical sterilizer	281
12	Domestic Refrigerator	127
13	Auto Analyzer	21
14	Semi Auto Analyzer	53

NB: The quantity of equipment is indicative only and the quantity against each item is not final. The quantity may increase or decrease at the time of placing order. The final list of equipment will be shared with the successful bidder at the time of signing of the agreement.

ANNEXURE – III

TENDER NO:

DATE:

ANNUAL TURNOVER STATEMENT OF THE BIDDER

The Annual Turnover of M/s _____ for the past three years and concurrent commitment for the current financial year are given below and certified that the statement are true and correct.

Sl No.	Year	Turnover in Lakhs
1.	2009-10	
2.	2010-11	
3.	2011-12	
Total		- Rs. _____ Lakhs
Average of 3 Years		- Rs. _____ Lakhs

Concurrent Commitment

Sl No.	Contract Ref	Purchaser	Total Contract value	Outstanding Value	Estimated Delay in Completion date

Date :
Seal :

Signature of Auditor / Chartered
Accountant
(Name in Capital Letters)

ANNEXURE – III

TENDER NO:

DATE:

AGREED TERMS & CONDITIONS

A. Details of Bidder

Bidder Name:

Offer Ref:

Telephone No:

Fax No:

Contact Person:

Signature:

E-mail:

B. Definitions

1. "Purchaser" means the Mission Director, National Rural Health Mission, Assam or his authorized representative.
2. "Bidder" means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
3. "Vendor" or "Supplier" means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. "Site" means the premises of the purchaser or any other place as decided by the Purchaser.

NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid, (Cover A). Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	C. Technical	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and Scope of Work as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that all certificates/ documents furnished.	
5.	Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished in Cover A	
	D. Commercial	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price is inclusive of all	

	taxes and any other charge and that element of tax included in landed price is indicated separately.	
3.	Confirm acceptance of clause – Penalty for Delays in the General Contract Conditions	
4.	Confirm acceptance of Delivery/Completion Period as indicated in the bid document.	
5.	Confirm acceptance of relevant payment terms specified in the bid document.	
6.	It is noted that penalty for delays, termination etc are subject to Force Majeure Condition as stipulated in the bid document.	
7.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
8.	Confirm that security deposit of 10 % of the total order value in the form of a Bank Guarantee from a nationalized Bank shall be furnished, which will be valid for at least one year	
9.	Confirm acceptance of Part Order.	
10.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
11.	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations by the contractor	
12.	Confirm acceptance of all clauses in the “General Contract Conditions for Services”.	
13.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
14.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

SIGNATURE :
NAME & DESIGNATION :
DATE :
SEAL :

ANNEXURE –V

TENDER NO:

DATE:

COVER ‘B’ – PRICED BID

SI	Description of equipments	Total Quantity	Unit Rate	Tax/CST	Total Amount
1	2	3	4	5	6=(4+5) X 3
1	X-Ray Machine	111			
2	USG	79			
3	ECG	58			
4	Vibration free refrigerator	109			
5	Hydraulic OT Table	122			
6	Ceiling OT Light / Floor OT Light (shadow less)	105			
7	Multi Parameter monitor	90			
8	Oxygen Cylinder with flow meter and wrench	591			
9	Boyles Apparatus with accessories.	110			
10	Autoclave and Electric Sterilizer	180			
11	Electrical sterilizer	281			
12	Domestic Refrigerator	127			
13	Auto Analyzer	21			
14	Semi Auto Analyzer	53			

SIGNATURE :

NAME & DESIGNATION :

DATE :

SEAL :