



**OFFICE OF THE MISSION DIRECTOR**  
**NATIONAL RURAL HEALTH MISSION, ASSAM**  
Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road  
Guwahati-781005

**Website : [www.nrhmassam.in](http://www.nrhmassam.in)**

**e-mail : [misnrhm.assam@gmail.com](mailto:misnrhm.assam@gmail.com)**

No. NRHM/PROC/MH/994/2012-13/16241

Date: 01-10-2012

**NOTICE INVITING TENDER FOR MVA SYRINGE SET**  
**(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) are invited by the Mission Director, National Rural Health Mission, Assam, for supply of **MVA SYRINGE SET** for Health Institutions in Assam, from reputed manufacturers/authorized distributors of this item. The complete set of tender documents may be downloaded from the website [www.nrhmassam.in](http://www.nrhmassam.in). The last date and time for submission of bids is 19-10-2012 up to 2.00 PM.

Mission Director, NRHM, Assam &  
Commissioner & Secretary to the Govt. of Assam  
Health & Family Welfare Department



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Date of uploading Tender Document in NRHM website	:	01-10-2012
Last Date and Time of receipt of Tender	:	19-10-2012 till 2 pm
Date and Time of opening Tender	:	19-10-2012 at 3 pm

Intending bidders may download tender documents from the official website- [www.nrhmassam.in](http://www.nrhmassam.in). The bidder downloading the tender documents from the website is required to deposit tender documents fee of Rs. 500/- (non-refundable) in the form of Demand Draft/Banker's cheque in favour of the "State Health Society, Assam" payable at SBI, Dispur Branch while submitting the tender. Tender document without the fee of Rs. 500/- will not be accepted.

(Prateek Hajela)  
Mission Director, NRHM, Assam &  
Commissioner & Secretary to the Govt. of Assam  
Health & Family Welfare Department

No. NRHM/PROC/MH/994/2012-13/16241

Date: 01-10-2012

Copy for information to:

1. The Director of Health Services, Hengerabari, Guwahati
2. The Director of Medical Education, Six Mile, Guwahati
3. The MIS Manager, NRHM, with a request to upload the advertisement/tender document in the NRHM Website
4. State Media Expert, NRHM with a request to publish the tender notice in national and local newspapers
5. The P.S to the Addl. Chief Secy. to the Govt. of Assam, H & FW Deptt. - For favour of information.
6. The PS to the Honb'le Minister, Health & FW, Govt. of Assam for kind appraisal of Honb'le Minister.

Mission Director, NRHM, Assam &  
Commissioner & Secretary to the Govt. of Assam  
Health & Family Welfare Department



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**TENDER NOTICE FOR SUPPLY OF MVA SYRINGE SET**

<b>Tender Reference No</b>	<b>:</b>	<b>NRHM/PROC/CH/994/2012-13/16241</b>
<b>Date of uploading Tender Document in NRHM website</b>	<b>:</b>	<b>01-10-2012</b>
<b>Last Date and Time of receipt of Tender</b>	<b>:</b>	<b>19-10-2012 till 2 pm</b>
<b>Date and Time of opening Tender</b>	<b>:</b>	<b>19-10-2012 at 3 pm</b>
<b>Place of opening Tender.</b>	<b>:</b>	<b>Office of the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.</b>
<b>Address for Communication</b>	<b>:</b>	<b>Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.</b>
<b>Cost of Tender Documents in Demand Draft (Hundred)</b>	<b>:</b>	<b>Rs. 500/- (Rupees Five Hundred)</b>  <b>only in the form of Demand Draft in favour of "State Health Society, Assam"</b>



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

**TENDER NOTICE FOR SUPPLY OF MVA SYRINGE SET**

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 by Mission Director, NRHM, Assam, for the supply of MVA SYRINGE SET for health institutions in Assam, as per Technical Specifications and Terms & Conditions described hereunder, from reputed and experienced manufactures/authorized dealers of the item and shall be received till 19-10-2012 up to 2.00 P.M and opened on the same day at 3.00 PM. The tender 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, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.**" Tender received after the closing date & time shall not be entertained. The Mission Director NRHM Assam will 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 **19-10-2012** up to **2 PM** by the Mission Director, National Rural Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005

**2. ELIGIBILITY CRITERIA**

- A. Bidder shall be either a manufacturer of MVA Syringe or an authorized dealer of such manufacturer, having experience of supplying medical/surgical instruments & accessories to Government Organizations /Public Sector Units for the past three years.
- B. The manufacturer should have current & valid ISO 9001:2008 certification for design, manufacture and marketing of medical/surgical instruments & accessories
- C. The manufacturer from whom the goods shall be procured 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
- D. In case the bidder is an authorized dealer of manufacturer, the dealer's Average Annual Turnover during the last three financial years i.e. 2009-10, 2010-11 and 2011-12 shall not be less than Rs 10.00 Lakhs.

- E. Bidder should have at least 3 (Three) years Market Standing as a supplier of medical equipments/surgical items.
- F. Company/Manufacturer/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.

**3. GENERAL CONDITIONS.**

- a) The tender/bid document may be downloaded from the official website- [www.nrhmassam.in](http://www.nrhmassam.in) .The bidder downloading the bid document from the website is required to pay Rs 500/- (non – refundable) in the form of Demand Draft in favour of “State Health Society, Assam” payable at SBI Dispur Branch while submitting the bid. Tender without the fee of Rs 500/- will not be accepted.
- b) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the relevant clause of the bid document.
- c) Bids will be opened in the presence of bidders or their authorized representatives on the specified date and time as stipulated in the bid document.
- d) At any time prior to the date of submission of bid, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment. All prospective bidders who have received the bid document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, the Tender Inviting Authority may at his discretion, extend the date and time for submission of bids.

**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 SBI Dispur Branch. EMD submitted in any other form or bids without EMD shall not be entertained. **The amount of EMD shall be Rs 25,000.00 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 the tender.

b) Constitution of Company

Documentary evidence of the constitution of the company/concern such as 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 License (of Manufacturer)

Attested/notarized copy of valid Manufacturing License issued by the competent Licensing Authority for the products quoted.

d) ISO Certificate (of Manufacturer)

Attested/notarized copy of current and valid ISO 9001:2008 certificate.

e) 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.

f) Detailed specifications of items offered (Bidder)

Detailed specifications and dimensions of each item offered along with drawings/literature/catalogue of the product.

g) Undertaking (of Bidder)

Undertaking in the form at **Annexure-I**

h) Manufacturer's Authorization

Authorization from Manufacturer to the bidder as per **Annexure -II**

i) Annual Turnover

Annual turnover statement for 3 years i.e., , 2009-10, 2010-11 and 2011-12 along with concurrent commitment for the current financial year in the format given in **Annexure-III A and Annexure III B** certified by the Auditor. **It is to be noted that such statement of both the bidder and the manufacturer (in case the bidder is not a manufacturer) must be submitted.**

j) Execution of similar contracts (Bidder)

Details of items supplied during the last 3 financial years with summary of Purchase Orders and Performance Certificates issued by clients in the specified format (Refer **Annexure IV**). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any, for the last 3 years with copies of Purchase Order and Performance Certificates.

k) Sales Tax clearance certificate (of Bidder)

Sales Tax Clearance certificate, as on 31<sup>st</sup> March of last financial year

l) Undertaking of providing logo (of Bidder)

Undertaking in the specified format (**Refer Annexure-V**) for embossment of NRHM **Logo** and the inscription "**NATIONAL RURAL HEALTH MISSION, ASSAM**" on the items.

m) Details of manufacturing unit (of Manufacturer)

Details of Manufacturing Unit in the specified format (**Refer Annexure VI**). The details containing the name & address of the premises where the items are actually manufactured.

n) List of items quoted with name of manufacturer (Bidder)

The List of items quoted shall be furnished in **Annexure - VII**. The list shall specifically indicate the make/ model no, manufacturer and brand name (if any).

o) Undertaking on fraud & corruption

Undertaking on fraud and corruption in the format at **Annexure-VIII**

**\* It is to be noted that such statement of both the bidder and the manufacturer (in case the bidder is not a manufacturer) must be submitted.**

p) Agreed Terms & Conditions (Bidder)

Agreed Terms & Conditions as per **Annexure IX**

q) 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.

r) Sample of MVA Syringe Set

Sample of MVA Syringe Set

s) Checklist of documents

A Checklist (**Annexure-X** for the list of documents enclosed with their page number. The documents should be serially arranged as per this **Annexure-X** and should be securely tied or bound.

**The bidder shall put above documents in a sealed cover superscribed as "TECHNICAL BID - COVER "A" TENDER FOR THE SUPPLY OF MVA SYRINGE SET, DUE ON 19-10-2012" and addressed to the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, 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-XI**. The rates quoted shall be inclusive of excise duty, packaging & forwarding charge, freight, transit insurance and any other charges. The amount of Tax/CST/VAT should be indicated separately.

**The bidder shall put the duly signed Annexure-XI in a sealed cover Superscribed as "PRICE BID COVER "B" TENDER FOR THE SUPPLY OF MVA SYRINGE SET, DUE ON 19-10-2012" and addressed to the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, 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 THE SUPPLY OF MVA SYRINGE SET, DUE ON 19-10-2012" and delivered at the office of Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, 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. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:**

The validity of offer of the successful bidder shall be at least 2 years from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rates and terms during this period. This validity period may be further extended by one year with mutual consent.

**10. OTHER CONDITIONS**

(i) Item Details & Quantity

The details of items with specifications and quantity are shown in **Annexure-XII**. The quantities mentioned are indicative and may increase or decrease as per requirement of Tender Inviting Authority.

(ii) No Revision/Correction of Quantities

No bidder shall be allowed at any time on any ground, whatsoever, to claim revision or modification in the quantities quoted by him. Representation to make correction in the tender documents on the ground of clerical error, typographical error, etc., shall not be entertained after submission of the bids.

(iii) Firm Delivery Schedule

Firm delivery schedule shall be mentioned in the bid. Cross conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN CONSIGNMENTS ARE RECEIVED" etc., will not be considered under any circumstances and the bids of those who have given such conditions shall be treated as incomplete and will be summarily rejected.

(iv) Execution of order.

Supplies should be made directly by the successful bidder and not through any other agency.

(iv) Inspection

Tender Inviting Authority or his authorized representative has the right to inspect the factories of bidders, at any point of time and also has the right to reject the tender or terminate / cancel the orders issued, based on adverse reports brought out during such inspections. The bidder shall extend all facilities to the team to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted/ordered.

(v) Road Permit

Obtaining of Road Permits, if necessary, shall be the responsibility of the successful bidder.

**11. ACCEPTANCE OF TENDER**

(i) Tender Evaluation

Tenders will be evaluated with reference to sample supplied and various criteria of technical bid and thereafter on the basis of the total price per item for determining the L1 (Lowest) price from amongst those qualifying the technical bid stage. 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.

**12. AGREEMENT**

The successful bidder shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the bidder) as per proforma at **Annexure-XIII** within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted or within 10 days from the date of issue of purchase order

**13. SECURITY DEPOSIT**

The successful bidder, within 10 days of signing of the agreement, shall be required to submit Security Deposit of 5 % of the order value in the form of Bank Guarantee (BG) from any Indian Scheduled-A Bank in favour of the Tender Inviting Authority valid for a period of 12 months from the date of supply. However, if the supplier 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 will be forfeited. Prior to expiry of this bank guarantee, the successful bidder shall have to furnish additional bank guarantee covering 10 % of the order value valid for the guarantee period of the goods supplied.

**14. NON ASSIGNMENT OR SUB- LETTING**

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

**15. COMMUNICATION**

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

**16 SUPPLY CONDITIONS**

a) Purchase Order

Purchase order will be placed on the successful bidder at the discretion of the Tender Inviting Authority.

b) Specifications and Quality

The items supplied by the successful bidder shall be of the best quality and shall comply with specifications, stipulations and conditions specified at **Annexure-XII**

c) Delivery Period

The total ordered quantity must be delivered at destination within 45 days from the date of purchase order or as specified in the order.

d) Delivery Point/Destination

Items should be delivered at Destination i.e. NRHM warehouse at Guwahati or as specified in the Purchase Order.

e) Penalty for Delayed Delivery

- (i) In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.
- (ii) Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

f) Alternative Purchase

If the successful bidder/supplier fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangement for purchase of the items for which the purchase order has been placed, from any other source or from the open market, at the risk and cost of the supplier. This would be in addition to all other penalties including forfeiture of security deposit.

g) Guarantee

Supplier shall give guarantee against any and all defects in design, workmanship of material and performance for a period of 12 months (or as specified in the PO) from the date of commissioning/installation. Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the supplier and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the supplier. The guarantee period for such repaired/replaced goods shall again be 12 months from the date of commissioning/installation.

h) Shortage & Damage

It shall be the responsibility of the successful bidder/supplier for any shortages/damages at the time of receipt in Warehouse/Delivery Point. Tender Inviting Authority will not be responsible for any stock of product received, for which no order has been placed

**17. FORCE MAJEURE**

The above conditions of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the Tender Inviting Authority at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

**18. 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.

**19. LOCAL CONDITIONS**

It will be imperative on each bidder to fully acquaint himself of all local conditions and

factors that would have any effect on performance of the Contract. The Tender Inviting Authority shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after acceptance of bid.

**20. PAYMENT PROVISIONS**

- a) No advance payments will be made to the successful bidder.
- b) Payments towards the supply of the product will be made strictly as per rules of the Tender Inviting Authority. Full payment will be made only after satisfactory completion of supply of entire ordered quantity and subject to furnishing of requisite Bank Guarantees.
- c) On completion of supplies of ordered quantities, bills/ invoices should be raised in triplicate in the name of the Tender Inviting Authority.
- d) If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree to such reduction in rates.
- e) In case of any enhancement in excise duty due to notification of the Government after the date of submission of bids and during the validity period of contract, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in price structure of the product approved under the tender. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned Excise Authority confirming payment of additional excise duty on the goods supplied to the Tender Inviting Authority and also must claim the same in the invoice separately.
- f) Tender Inviting Authority will have the right to receive supply even after expiry of contractual delivery date and in such case, price reduction as specified under Clause No.16 e (i) will be applicable.
- g) If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by the Tender Inviting Authority on the total value of supply to that particular warehouse.

**21. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD**

Failure of the successful bidder to comply with the requirements of signing of agreement and / or submission of security deposit within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bid.

**22. 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.

**23. 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 tender.

**24. 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 tender such dispute would be subject to the jurisdiction of the Court within the city of Guwahati only.

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**UNDERTAKING**

To

Tender No. \_\_\_\_\_

For supply of \_\_\_\_\_

Sir,

1. I, Shri \_\_\_\_\_, on behalf of M/s \_\_\_\_\_ having registered office at \_\_\_\_\_, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of two year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office of .....to supply ..... The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of ..... (Hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.
  - a) Authorization from Manufacturer: We shall furnish authorization from the manufacturer legally enforceable undertaking to the Purchaser in appropriate



format obligations valid for a period of 3 years from the date of supply of the supplied equipment.

4. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and SECURITY DEPOSIT & PERFORMANCE GUARANTEE shall be forfeited by us.
5. We hereby undertake to pay the **penalty** as per the terms and conditions of the contract for delayed supply of the ordered items.
6. We agree to accept the amount of the bill to be paid by the purchaser after completion of all formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
7. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
8. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**MANUFACTURER'S AUTHORIZATION FORM**

**NO.**

**DATED**

To,  
Mission Director  
National Rural Health Mission, Assam

Tender No.

Dear Sir,

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at

\_\_\_\_\_ registered office at \_\_\_\_\_

possessing \_\_\_\_\_ manufacturing \_\_\_\_\_ License \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_

Valid up to \_\_\_\_\_ hereby authorize \_\_\_\_\_ (name and address of representative and firm), to submit a bid and subsequently negotiate and sign the contract with you against the above mentioned tender for the following items quoted.

- 1.
- 2.

(Attach Separate sheet if necessary)

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE MANUFACTURER :

**Annexure-III A**

**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 Rs Lakhs
1.	2009-10	
2.	2010-11	
3.	2011-12	
Average Annual Turnover 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 B**

**ANNUAL TURNOVER STATEMENT OF THE MANUFACTURER**

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	
Average Annual Turnover 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)

**Tender No:**

Sl.	Name of the product	Qty supplied	Year of supply	Value	Name and full address of the purchaser
	1	2	3	4	5
1.					
2.					
3.					

**(Please use additional sheets if required. Copies of purchase orders executed during last three financial years to be enclosed)**

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**Tender No:**

**UNDERTAKING FOR EMBOSSEMENT OF LOGO**

We M/s ..... Do hereby declare that, if favored with an order, we will supply the ordered ITEMS embossed with NRHM Logo and the inscription “NRHM ASSAM SUPPLY” and as per any other instructions given in this regard.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**Declaration on Manufacturing facilities / after Sales Service**

**Tender No.** \_\_\_\_\_

For supply of \_\_\_\_\_

1. Name of the bidder :
2. Full Postal Address :
3. Telephone No. /Fax No. :
4. Email address :
5. Date of inception of business :
6. Registration no. & Date :
7. Issued by :
8. Valid till :
9. Details of manufacturing activity & item wise capacity :
12. Name of Govt. Departments/ Pvt. Institutions to which the bidder already supplied the items with quantity value and supply period : As per enclosure
18. Has the bidder ever been black listed by any govt. agency? If yes, give details. :
14. Are any cases pending in the court related to any supplies? If yes, give details :
15. Does the firm have the adequate facilities for Inspection and quality control? Please give details :

I, \_\_\_\_\_ Prop./partner/Director of M/s

\_\_\_\_\_

Hereby declare that the information given in this form is true and correct to the best of my

knowledge & belief.

I/we agree to the tender Inviting Authority forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a period of 5 years, if any information furnished by us is proved to be false at the time of inspection and non – compliance with terms and conditions of the contract

I offer to supply the items mentioned in the schedule (enclosed in price bid) at the rates quoted therein. I agree to hold this offer for two years after finalization of rate contract.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE MANUFACTURER :

★ The details of manufacturing unit shall be for the premises where items quoted are actually manufactured.





**UNDERTAKING ON FRAUD & CORRUPTION**

We ..... do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of ordered items under tender reference no ..... we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**AGREED TERMS & CONDITIONS**

Tender No. &amp; Date \_\_\_\_\_

**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.**

<b>Sl. No.</b>	<b>Description</b>	<b><u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)</b>
	<b>C. Technical</b>	
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 supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid	

	document has been furnished in Cover A	
	<b>D. Commercial</b>	
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 per item is inclusive of cost of containers, packing & forwarding charges, freight, insurance and all duties and taxes viz. Excise Duty, Sales Tax/VAT.	
3.	Confirm furnishing of price break-up of each item showing basic price of item and Tax/VAT as %age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be borne by the purchaser.	
5.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by supplier.	
6.	If clause 5 above is not acceptable, advice maximum possible rate of additional ED chargeable; this shall be loaded to your price.	
7.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	
8.	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	
9.	Confirm acceptance of Delivery Period as indicated under clause 16 © of the bid document.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriate discount	
14.	Packing / forwarding, transportation, loading/unloading and insurance are supplier's responsibility. However, to protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	

15.	Confirm that security deposit of 5 % of the total order value in the form of a Bank Guarantee from a nationalized Bank shall be furnished, which will be valid for a period of one year from the date of order.	
16.	Confirm acceptance of Part Order.	
17.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
18.	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be dispatched within 30 days from the date manufacture.	Not applicable
19.	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
20.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
21.	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.	
22.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM

## Annexure-X

**CHECK LIST**

<b>SI No.</b>	<b>Cover A</b>	<b>Yes</b>	<b>NO</b>
1	Court Fee /IPO Stamp affixed		
2	Tender Fee of Rs 500.00 submitted		
3	EMD in the form of DD submitted		
4	Documentary evidence for the constitution of the company/concern		
5	Attested photocopy of Manufacturing License duly approved by the Licensing Authority for the products quoted		
6	Attested/notarized copy of current and valid ISO certificate		
7	Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm		
8	Detailed specifications & dimensions of each item along with catalogue, drawings etc.		
9	Undertaking in the form at Annexure-I		
10	Authorization from Manufacturer to the bidder as per Annexure -II		
11	Annual Turnover Statement for 3 years as per Annexure – III A & Annexure – III B		
12	List of similar contracts executed during the last 3 years as per Annexure-IV.		
13	Sales Tax Clearance certificate		
14	Undertaking for Embossment of Logo as per Annexure – V		
15	Details of Manufacturing Unit as per Annexure – VI		
16	The List of items quoted as per Annexure - VII		
17	Undertaking on fraud and corruption as per Annexure – VIII		
18	Agreed Terms and conditions as per Annexure – IX		
19	Signature and seal on each page of Tender Document		
20	Sample submitted		
<b>SI No.</b>	<b>Cover B</b>	<b>Yes</b>	<b>NO</b>
1.	Price Bid as per Annexure – XI submitted in a sealed cover		

Annexure – XI

**COVER 'B' – PRICED BID**

Tender No. \_\_\_\_\_

SL	DESCRIPTION	Quantity in Sets	Unit Rate. (in rupees)	TAX/VAT (in rupees)	Total Amount (in rupees) 3 x (4+5)	
1	2	3	4	5	6	
					In Figures	In Words

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**TECHNICAL SPECIFICATIONS**

**Manual Vacuum Aspiration Syringe Set (Single Barrel) with**

- (a) Rubber tubes**
- (b) Pump silicon cups**
- (c) Jar made from polycarbonate material**

**Should be supplied in a carrying case**

**Quantity Required = 835 Sets**



**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 Supplier:

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 Supplier 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 Supplier, 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 Supplier’s bid and original Price Schedules

(f) The Purchaser's Notification of Award

(g) [Add here: **any other documents**]

3. 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 and to remedy defects therein in conformity in all respects with the provisions of the Contract.
  
4. 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.

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 supplier

Signed: \_\_\_\_\_

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

In the presence of \_\_\_\_\_