



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

TENDER NO: NRHM/PROC/GMCH/EQUIP/1634/2012-13/ 36767

Date: 04-02-2013

TENDER FOR SUPPLY OF 500 KVA DG 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 from well established & reputed agencies, for supply, installation and commissioning of 500 KVA Diesel Generator Set at Guwahati Medical College (GMCH) Auditorium, as per Technical Specifications and Terms & Conditions described hereunder. Bids shall be received till **26-02-2013** 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 **26-02-2013** 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) Bidder shall be an Original Equipment Manufacturer (OEM) / authorized distributor of an OEM having at least 3 years experience in supply, installation and commissioning of Diesel Generator sets.
- B) Manufacturer of the equipment must have ISO 9001:2008 certifications for design, manufacture and marketing of Diesel Generators.
- C) Average Annual Turnover of the manufacturer during the last three financial year’s i.e. 2009-10, 2010-11 and 2011-12 shall not be less than Rs 400.00 Lakhs.
- D) In case the bidder is an authorized dealer of the manufacturer, the bidder’s Average Annual Turnover during the last three financial year’s i.e. 2009-10, 2010-11 and 2011-12 shall not be less than Rs 40.00 Lakhs.

Diesel Generators.

- F) 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.

3. **GENERAL TECHNICAL SPECIFICATIONS & SCOPE OF WORK**

The “General Technical Specifications” are given at **Annexure -I** and “Scope of Work” at **Annexure-II**

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 88,000.00 (Rupees Eighty Eight Thousand) 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 and Service Tax Registration**

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

Registration Certificate.

f) PAN Card

Attested/notarized copy of PAN Card.

g) Declaration

Declaration in the form at Annexure-III.

h) Details of Experience

Information about DG Sets supplied and installed in last three years in the format at Annexure -IV along with copies of work orders, completion/performance certificates from the users.

i) Quality Assurance Certificate

Attested/notarized copy of valid ISO 9001:2008 certification for design, manufacture and marketing of Diesel Generators.

j) List of items quoted with manufacturer's name

Details of offered DG Set with manufacturer's name in the format at Annexure-V.

k) 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-VI and certified by Auditor/Chartered Accountant. **In case the bidder is not a manufacturer then Annexure -VI should be separately filled in both by the bidder and the manufacturer.**

l) Undertaking of providing logo

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

m) Details of Manufacturing Unit /After Sales Service Facility

Details of Manufacturing Unit/After Sales Service Facility in the specified format (Refer Annexure VIII).

n) Undertaking on fraud & corruption

Undertaking on fraud and corruption in the format at Annexure-IX

o) Agreed Terms & Conditions (Bidder)

Agreed Terms & Conditions as per Annexure-X

p) Manufacturer's authorization

Letter from the manufacturer (on its letter head) authorizing the bidder (who is not a manufacturer) to submit a bid and subsequently negotiate and sign the contract with Tender Inviting Authority.

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) Checklist of documents

A Checklist (**Annexure-XI**) for the list of documents enclosed with their page number. The documents should be serially arranged as per this **Annexure-XI** 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 500 KVA DG SET DUE ON 26-02-2013" 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-XII**. The rates quoted shall be inclusive of excise duty, packing & 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-XII in a sealed cover superscribed as "PRICE BID - COVER "B" TENDER FOR 500 KVA DG SET DUE ON 26-02-2013" 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 500 KVA DG SET DUE ON 26-02-2013"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. 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 scope of work are shown in **Annexure-I & Annexure-II**. 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.

Work should be executed 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

NRHM Assam will not be responsible for arranging Road Permits for shipment of goods. It will be the responsibility of the successful bidder to obtain Road Permits from the concerned authority. ,

11. 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 for Supply, Installation, Testing, Commissioning and Three Years CMC (Post Warranty Period of Two Years) 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. COMPLETION PERIOD

- a) Supply, installation, testing and commissioning of 500 KVA D G Set at GMCH Auditorium has to be completed within 60 days from the date of order. In case of any

delay in completion of work, price reduction as indicated in the “General Contract Conditions” (GCC) shall be applicable.

- b) In case the selected Contractor fails to execute the said work or related obligations within stipulated time, the Tender Inviting Authority will be at liberty to get the work executed through an alternative agency at the complete risk and cost of the contractor. Any additional cost incurred by the Tender Inviting Authority during such execution of the work shall be recovered from the Contractor.
- c) If the cost of executing the work as aforesaid exceeds the balance payments due to the selected Contractor and the Contractor fails to make good the ‘additional cost’, the Tender Inviting Authority may recover it from the Contractor's pending claims against any work in NRHM Assam or in any other lawful manner.
- d) The calculation of aforesaid ‘additional cost’ will be finalized by the Tender Inviting Authority at its sole discretion. The selected Contractor shall have no right to challenge the mode or amount relating to calculation at any forum.

13. AS EXECUTED REPORT

On completion of the work, the successful Bidder/Contractor shall submit 5 sets of “As Executed Report” to the Tender Inviting Authority which will include photographs, drawings and “As Executed Report” of various systems containing details of installation from the point of view of future maintenance of the installed systems. This report must also contain all Technical Details, Detailed Circuit Diagram of the Electronic/ Electrical components of all the system. The report shall also include satisfactory performance report from the authority of GMCH.

14. GUARANTEE

The equipments/systems supplied, installed and commissioned shall be guaranteed against any and all defects in design, material, workmanship and performance for a period of at least 2 (years) years from the date of commissioning of the equipments/systems. Guarantee certificate to this effect must be furnished along with the commissioning reports.

Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the selected Contractor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the Contractor. The guarantee period for such repaired/replaced goods shall again be 24 months from the date of commissioning.

15. PAYMENT TERMS

- a) No advance payments will be made to the successful bidder.
- b) 90 % of the contract value (i.e. Supply, Installation and Commissioning part) will be released within 30 days from date of satisfactory commissioning, subject to furnishing of requisite Bank Guarantee towards Security Deposit. The balance 10 % of the contract value shall be released after 1 month of satisfactory operation of the equipment by the successful bidder/contractor.
- c) 100 % of the contract value (i.e. CMC part) will be paid in 3 equal yearly

installments against satisfactory performance and maintenance of the system, within 30 days from date of expiry of each CMC period.

- d) On completion of the work, bills/ invoices should be raised in triplicate in the name of the Tender Inviting Authority.
- e) 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.
- f) 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.
- g) Tender Inviting Authority will have the right to accept the plant & equipments even after expiry of contractual completion date and in such case, price reduction as specified in the “General Contract Conditions” (GCC) shall be applicable.

16. 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.

17. 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.

18. 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.

19. GENERAL CONDITIONS OF CONTRACT

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

.....



NATIONAL RURAL HEALTH MISSION, ASSAM

GENERAL CONTRACT CONDITIONS

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 shall be 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 item supplied falls under particular tariff resulting in additional/fresh levies for the supplied 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. Further, in case a Contractor has been enjoying Excise Duty exemption on any criteria like turnover etc. and at a later date, during currency of the contract, even if Excise Duty becomes chargeable on goods manufactured, the same shall be to the Contractor's account and will not be borne by the Purchaser.

4. Payment Term

Unless otherwise specified in the bid document or work order, the payment term shall be "100% within 30 days from date of satisfactory completion of work and subject to fulfillment of all contractual obligations".

5. Packing, Marking, Shipping & Documentation

All consignments must be securely and appropriately packed and should conform to Standard Material Transport Regulations. The Contractor will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection. Each package shall be clearly marked with indelible paint with the Work Order No., From (Name & Add.), To (Name & Add.), Destination, Item Net & Gross Weight, Case No. (Sl. No. of Total Cases) & Dimensions, and shall contain copies of despatch documents and packing list.

6. Transportation

Transportation of goods and transit insurance up to the specified destination shall be in the Contractor's' scope.

7. Weights & Measurements

All weights and measurements recorded by the Purchaser on receipt of materials and on execution of job shall be treated as final and binding.

8. Standards

The goods supplied and works executed under the contract shall conform to the standards mentioned in the Technical Specifications and where no applicable standard is mentioned, the latest version of Indian Standard Institution or Bureau of Indian Standards shall be applicable.

9. Inspection and Tests

The Purchaser or its authorized representatives shall have the right to inspect and/or to test the goods to confirm that quality is in accordance to the contract stipulations and shall have access to the Contractor's works/premises and the power to inspect and examine the materials and workmanship of the goods, at all reasonable times during their manufacture.

10. Spare & Consumables

The Contractor shall make arrangements to maintain sufficient stock of essential spares and consumables to ensure proper maintenance of the system.

11. Guarantee

Unless otherwise specified in the bid document or in the work order, the equipments/systems/plants shall be guaranteed against any and all defects in design, material, workmanship and performance for a period of 24 months from the date of commissioning. Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the Contractor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the Contractor. The guarantee period for such repaired/replaced goods shall again be 24 months from the date of commissioning.

12. Maintenance

- a) After installation and commissioning of the equipment/plant at site, the Contractor shall ensure satisfactory performance of the equipment/plant for the period of time specified in the scope of work.
- b) The Contractor shall rectify defects developed in the equipments/systems/plants within the Guarantee/CMC period promptly. In case the Contractor does not rectify the defects within 3 days of the receipt of complaint, the Purchaser may restore the equipments/systems/plant to working condition at the Contractor's expense.
- c) Frequent and unjustified delays in rectifying defects may lead to cancellation of the contract, recovery of losses and imposing of additional penalty. In such circumstance the Purchaser

shall have full liberty to recover the losses/penalty from the Contractor's pending claims, security deposit or in other lawful manner. The amount of losses/penalty shall be decided by the Purchaser and will be binding on the Contractor.

13. Tools and Tackles

The Contractor shall provide all necessary tools & tackles for proper execution of work and operation/maintenance of system after installation. The Purchaser shall in no way, be responsible for supply of any tools & tackles.

14. Insurance

The goods supplied under the contract shall be fully insured by the Contractor against loss or damage incidental to manufacture or acquisition; transportation and storage and the expenses shall be borne by the Contractor. The Contractor shall also arrange for security and storage of their materials to avoid any theft or losses during execution of work. The Purchaser will, in no case, be responsible for providing any security/storage for the materials & equipments lying at site during execution of work. The Contractor shall be responsible for any loss or damage till the equipments/systems/plants are taken over.

15. Liability for Accidents and Damages

During the Guarantee/Warranty period, the Contractor shall assume all responsibilities for direct damages covering all types of accidents, injuries or property damage caused by manufacturing defects or faulty installation of the equipment/system/plant.

16. Patent Rights and Royalties

The Contractor shall indemnify the Purchaser against all third party claims of infringement of patent, royalties, trademark or industrial design rights arising from use of the goods supplied/installed by the Contractor or any part thereof.

17. Changes in Terms & Conditions

Purchaser reserves the right to make changes at any time in quantities of items ordered or in specification and drawings. If such changes cause an increase or decrease in the amount due or in the work completion period, an equitable adjustment shall be made. Any claim for adjustment under this provision must be assessed within 10 days from the date when the changes are ordered.

18. Additional Work

Fulfillment of various requirements, not particularly mentioned in the specifications or drawings but necessary for satisfactory and proper completion of the work shall be the Contractor's responsibility within the prices offered by him. But additional works beyond the scope and essence of the contract shall be carried out by the Contractor as extra items. For such works the rates shall be decided by the Purchaser and shall be binding on the Contractor.

Any additional work carried out without the Purchaser's approval shall not be accepted and will be liable to be removed with recovery of the cost so incurred from the Contractor.

19. Stoppage/Curtailment of Work

The Purchaser may at any time either stop the work all together or reduce or cut it down by sending notice in writing to the Contractor. If the work is stopped all together, the Contractor will be paid only for the work done and expenses distinctly incurred by him on preparation or execution of the work up to the date on which such notice is received by him. The decision of the Purchaser regarding assessment of such expenses shall be final and binding on the Contractor. If the work is cut down, the Contractor will not be paid any compensation, whatsoever, for the loss of profit which he might have made if he had been allowed to complete all the work awarded to him.

20. 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: In the event of termination of the contract in part, the Contractor shall continue performance of the contract to the extent not terminated.

21. 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.

22. 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.

23. 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 up to the end of the guarantee period. 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.

24. Price Reduction

If the Contractor fails to perform the work within the time period specified in the work order or within the extended time period, if any, the Purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price, a sum equivalent to 0.5 % of the value of the un-performed work/services for each week of delay or part thereof until actual completion of work, subject to a maximum deduction of 10% of the contract value. Once the maximum is reached, the Purchaser may consider termination of the contract.

25. Force Majeure

The Contractor shall not be liable for forfeiture of its performance security deposit, price reduction, 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.

If a force majeure situation arises, the Contractor shall notify the Purchaser promptly in writing (at the most within 10 days from the date such a situation arises). After examining the case the Purchaser shall decide and grant suitable extension of time for completion of work without imposition of penalty.

For other justified cases also, not covered under force majeure conditions, the Purchaser may consider the request of Contractor for extension of completion period without imposition of penalty.

26. 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.

27. 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.

28. Statutory Obligations

The contractor shall comply with the provisions of the following Acts and indemnify NRHM Assam against all claims, which may arise out of such Acts:

- 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 from any authority if required as per statutory rules and regulations of Central/State Government/Local Bodies.

29. 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.

30. 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.

31. 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.

32. 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
(Form of Contract Agreement)

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) Name and Address of the Purchaser:

AND

(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 and Scope of Work)
 - (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

TECHNICAL SPECIFICATIONS

500KVA, 3 PHASE STANDARD DIESEL GENERATOR SET

Manually controlled, 3(Three) Phase with Acoustic Enclosure AC Diesel Genset conforming to CPCB norms and developing 400KW / 500KVA @ 0.8 p.f., 415V, at a frequency of 50 Hz. at NTP conditions with a provision for 10% overload intermittently for one hour in every 12 hours of operation. Each DG Set should be complete with the following:

A. ENGINE: 10 Cylinders, V- type, Liquid cooled, 4-stroke, Turbocharged, direct injection Diesel Engine Model DV10 rated to develop 608 BHP continuously while running at 1500 RPM as per BS: 5514 under NTP conditions. The Engine is capable of taking an overload of 10% intermittently for one hour in every 12 hours of operation as per provisions of BS: 5514/ ISO-8528 and should be complete with the following:

Engine Control- Front Panel.

Flywheel with flywheel housing. Radiator with pusher type radiator fan. Thermostat and water pump.

Exhaust Driven Turbocharger with after cooler.

Fuel Injection system with Electronic Governor.

Fuel filter, Fuel Gauge & Fuel tank of 12 hours capacity.

24 Volt Electric starting equipment complete with

24 V Electric Starter.

Battery Charging Alternator. Charge Indicating Ammeter.

2 X 12 Volt 180 AH Battery. Engine Protection

Unit for:

Low lub-oil pressure.

High Coolant Temperature. Low fuel level.

Spin-on-type Lub Oil Filter
Lub Oil Cooler & Lub Oil Pump. Residential Silencer.
First fill of Lub Oil.

B. ALTERNATOR:, Self-regulated, self-excited, single bearing, screen protected, drip proof, three phase, 4-wire, brushless Alternator with IP 23 enclosure, Class-H insulation capable of delivering 500KVA continuously at 0.8 power factor i.e. 400KW, with terminal voltage of 415 Volts, 50 Hz frequency. The alternator should conform to IS 4722: 2001 or BS: 5000 (Part 99) and is capable of taking an overload of 10% intermittently for 1 hour in every 12 hours of operation.

C. Manual Control Panel complete with the following: MCCB TP of 800 AMP rating – 1 No.
DG Controller (for manual operation) for indication of
Voltage, Current, Frequency,
Lub Oil Pressure, Coolant Temperature, Fuel Level etc.
DC Ammeter,
Push Button for Engine Start/Stop, Control Wiring.

D. Canopy: The Engine & Alternator should be Closed Coupled type & mounted on a common MS fabricated base frame and the entire assembly with control panel. Fuel tank & Battery should be housed in an acoustic enclosure called Canopy which conforms to CPCB norms & type tested by ARAI. Residential Silencer should be mounted outside the canopy.

SCOPE OF WORK:

The broad scope of work would include supply, installation, commissioning of 1 No 500 KVA Diesel Generator Set and providing manpower for operation for at least one month. This would inter-alia include

- a) Supply of the complete system, including all necessary components, subcomponents, spares, consumables, tools & tackles etc.
- b) Embossing of the equipments with NRHM “**Logo**” and inscription “**National Rural Health Mission, Assam**”
- c) Erection and commissioning of the supplied systems at the specified site.
- d) The selected contractor shall provide two sets of Operation & Maintenance Manual in English language for all the systems.
- e) Civil works including foundation and shed (if required)
- f) Electrical works including installation of meters, switches, control instruments and cabling. All cabling and load connections should be carried out with proper synergy with the existing electrical systems at the project site.
- g) Any additional works not covered above, but necessary for the functioning of the system and required as per specifications incorporated.
- h) Training to the users for operation and maintenance of the system.
- i) The Generator Set installed and commissioned shall be guaranteed for satisfactory performance for a period of 2 years from date of commissioning.
- j) The selected contractor shall be responsible for Comprehensive Maintenance of the Generator Set for a period 3 years immediately after expiry of 2 years guarantee period.
- k) The selected contractor shall visit the installation quarterly and carry out regular servicing of installed systems and submit quarterly performance reports of installed systems to the GMCH Coordinator. The contractor shall also submit annual performance reports of installed system duly certified by the GMCH Coordinator to the Mission Director, NRHM Assam.
- l) Response Time for Breakdown Calls: Maintenance personnel shall attend to the breakdown within 72 hrs of reporting the fault during the guarantee period and CMC period.
- m) Preventive Maintenance: In addition to attending to break down calls, there shall be regular quarterly preventive maintenance visits during the guarantee period and CMC period.

ANNEXURE – III

TENDER NO:

Date:

DECLARATION BY THE BIDDER

We, hereby declare that we have made ourselves thoroughly conversant with local conditions regarding all materials and labour of which we have based our rates for this work. The specifications and conditions for this work have been carefully studied and understood by us.

We hereby agree that the work will be executed within the cost mentioned in our financial bid and there will be no escalation in cost for any reason whatsoever. We also agree that if we fail to complete the work and drop the work in between, NRHM, Assam shall have right to recover the full amount from us. We shall accept any amendments made by NRHM, Assam from time to time during total project completion period including 2 years Guarantee Period and 3 years Comprehensive Maintenance Contract (CMC).

We are also committed to complete the work within the stipulated time period specified in the work order and will not ask for any further time extension.

We are bound to work as per Tender and work order issued by NRHM, Assam for this work with 3 years Comprehensive Maintenance Contract post warranty/guarantee period. In case of failure in providing adequate service, we shall be responsible for any loss and for the action taken by competent authority of NRHM, Assam leading to black-listing.

We shall comply with the provision of Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1963, Workmen's Compensation Act 1961, the Contract Labour (Regulation and Abolition) Act, 1979 and all other related Acts and any modification thereof or any law relating thereto and rules made there under from time to time. NRHM, Assam shall not be responsible in this regard.

We shall be wholly responsible for any accident or any unusual/unexpected circumstances occurring during the execution of work and also during the guarantee period of 2 years and CMC period of 3 years.

We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

(Signature of Tenderer)

Date

Name: _____

Designation: _____

Place:

Seal:

ANNEXURE – IV

TENDER NO:

DATE:

DETAILS OF EXPERIENCE

Name of the Bidding Firm :								
List of works Completed in Last 3 Years								
Sr. No	Name of the Project	Name & Address of the Client	Contact Telephone Numbers of the Client	Major Items of Work*	Value of Work in Rs.	Start Date	Due Date of Completion	Actual completion Date

(Please use extra sheets, if required)

Note: 1. If Actual completion date is beyond the Schedule completion Date, please give reasons for the delay.

Note: 2. Attach relevant completion certificates document for works in previous 3 years.

Signature:

Name:

Designation

Company Seal

Date:

ANNEXURE –V

TENDER NO :

DATE :

LIST OF ITEMS QUOTED WITH MANUFACTURER'S NAME

SL	DESCRIPTION	Approx Quantity	Manufacturer 's Name & Brand	Price Quoted / Not Quoted (State Yes or No)	Technical Specification attached / Not attached
1	2	3	4	5	6

Signature:

Name:

Designation

Company Seal

Date:

TENDER NO:

DATE:

ANNUAL TURNOVER STATEMENT

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)

TENDER NO:

DATE:

UNDERTAKING FOR EMBOSSEMENT OF LOGO

We M/s do hereby declare that, if favored with an order, we will supply all equipments and components embossed with NRHM Logo and the inscription “NATIONAL RURAL HEALTH MISSION, ASSAM” and as per any other instructions given in this regard.

SIGNATURE :
NAME & DESIGNATION :
DATE :
SEAL :

ANNEXURE – VIII

TENDER NO:

DATE:

Details of Manufacturing Unit / After Sales Service

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 :
16. Does the firm have adequate facilities for "After: Sales Service" in Assam or in the NE Region Please give details of set-up. :

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 contract.

SIGNATURE :
NAME & DESIGNATION :
DATE :
SEAL :

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

ANNEXURE – IX

TENDER NO:

DATE:

UNDERTAKING ON FRAUD & CORRUPTION

We do hereby undertake that, in competing for (and, if the award is made to us, in executing) the contract for 500 KVA DG Set against the above referred tender we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

SIGNATURE :
NAME & DESIGNATION :
DATE :
SEAL :

ANNEXURE – X

AGREED TERMS & CONDITIONS

Tender No. & Date _____

A. Details of Bidder

Bidder Name:

Offer Ref:

Contact Person:

Telephone No:
Fax No:

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 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	
	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 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 on %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/Completion Period as indicated in 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 prices offered to other Govt. Departments/Organizations. 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 10 % of the total order	

	value in the form of a Bank Guarantee from a nationalized Bank shall be furnished, which will be valid till expiry of the Guarantee period.	
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 :
SEAL :

ANNEXURE – XI

CHECK LIST

Sl.	Cover A	Yes	No
1.	Court Fee /IPO affixed		
2.	EMD in the form of DD furnished		
3.	Documentary evidence of Constitution of the Company/Firm		
4.	Copy of Manufacturing/Trade License issued by the competent Licensing Authority for the quoted products		
5.	The instruments such as Power of Attorney, Resolution of Board etc.		

6.	Sales Tax/VAT/Service Tax Registration Certificate		
7.	PAN Card		
8.	Declaration as per Annexure III		
9.	Letter/Certificate of MNRE permitting Bidder to participate as Channel Partner		
10.	Details of experience as per Annexure IV		
11.	ISO 9001:2008 Certificate		
12.	Test certificate from SEC/Authorized test centres of MNRE		
13.	Details of proposed 5KW Solar Plant with Manufacturer's name as per Annexure V		
14.	Annual Turnover Statement for 3 years as per Annexure VI		
15.	Undertaking for Embossment of logo as per Annexure VII		
16.	Details of Manufacturing Unit as per Annexure VIII		
17.	Undertaking on Fraud & Corruption as per Annexure IX		
18.	Agreed Terms & Conditions as per Annexure- X		
19.	Manufacturer's authorization (if applicable)		
20.	Signature & seal on each page of Bid Document		
Sl	Cover B	Yes	No
1.	Price Bid as per Annexure XII		

ANNEXURE – XII

TENDER NO:

DATE:

PRICE BID

Supply, Installation, Testing & Commissioning 500 KVA DG Set with Post Warranty Comprehensive Maintenance Contract for 3 years

Sr. No.	Name of work	Total Amount (Rs.) (in figures)	Total Amount (Rs.) (in words)
1.	Supply of 1 No. 500 KVA DG Set		
2	Erection and Commissioning of 1 No. 500 KVA DG Set including all Civil and Electrical works		
3	Post warranty CMC for 3 years for 1No. 500 KVA DG Set		
4	TOTAL COST (1+2+3)		

Total Cost is inclusive of all taxes, duties, insurance, transportation, loading-unloading, installation (including all civil and electrical works), commissioning and testing and post warranty CMC for 3 years. Element of tax built into each of the above three activities should be indicated separately.

(Signature of Tenderer)

Date

Name: _____

Designation: _____

Place:

Seal: