



**OFFICE OF THE MISSION DIRECTOR
NATIONAL RURAL HEALTH MISSION, ASSAM**
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTANBASTI,
G.S ROAD, GUWHATI 781005

Bidding Document issued to M/S.....
onagainst the receipt of Rs.500/- (Rupees Five Hundred)
only in the form of Bank Draft/Bankers' Cheque No.....
dated

Mission Director, NRHM



**OFFICE OF THE MISSION DIRECTOR
NATIONAL RURAL HEALTH MISSION, ASSAM
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTANBASTI,
G.S ROAD, GUWHATI 781005**

Website : www.nrhmassam.in

e-mail : misnrhm.assam@gmail.com

TENDER FOR THE SUPPLY OF BABY (MAMTA) KIT

Tender Reference No:	NRHM/PROC/BABY (M) KIT/ 1650/2012-13/40691 Dt. 26/02/13
Date of commencement of Sale of Tender Documents	: 27/02/2013
Last Date of Sale of Tender Document	: 20/03/2013
Pre- Bid Meeting	: 14/03/2013 at 3pm
Last Date and Time of receipt of Tender	: 21/03/2013 till 2pm
Date and Time of opening Tender	: 21/03/2013 at 3pm
Place of opening Tender.	: Office of the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.
Address for Communication	: Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.
Cost of Tender Documents in Demand Draft	: Rs. 500/- (Rupees Five Hundred) only in the form of Demand Draft in favour of State Health Society, Assam



OFFICE OF THE MISSION DIRECTOR
National Rural Health Mission, Assam
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTANBASTI,
G.S ROAD, GUWHATI 781005

TENDER FOR THE SUPPLY OF BABY (MAMTA) KIT

Sealed quotation in Two Bid System (Technical & Price Bid in 2 separate sealed envelopes) affixing court fee stamp of Rs 8.25/IPO of Rs 10/- (for bidders located outside State of Assam) only are invited from the manufacturers or authorized distributors/dealers for "Supply of BABY (Mamta) KIT" for health institutions under Health & F.W. Dept. Govt. of Assam & National Rural Health Mission, Assam.

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 up to 21/03/2013 till 2 PM by the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christanbasti, G S Road, Guwahati-781005

2. **IMPORTANT NOTE:**

a) Delivery of the ordered items shall be affected at the State Head Quarter Ware house at Guwahati.

3. **Pre- Bid Meeting:**

A Pre- bid meeting with all the intending bidders will be held at the Conference Hall of the NRHM Office on 14/03/2013 at 3.00 PM

4. **ELIGIBILITY CRITERIA**

- A. Bidder shall either be a manufacturer or distributor/supplier/agents having experience of supplying Baby Care Products/Similar items in kit form in past three years.
- B. Average Annual turnover of the bidder (who is not a manufacturer) in the last three financial years i.e. 2009-10, 2010-11 & 2011-12 shall not be less than **Rs 5 (Five) Crores.**
- C. Average Annual Turn over of the Manufacturer from whom the products will be sourced during the last 3 financial years 2009-10, 2010-11 and 2011-12 shall not be less than the amounts specified at Annexure IV .

- D. Bidder should have at least 3(Three) years Market Standing as supplier of similar items and should have experience of supplying at least 1.00 lakh kits during past three years.
- E. Bidder should have experience & knowledge of modes of packing, distribution & transportation of such items under any weather conditions.
- F. Company/Manufacturer which has been blacklisted either by Tender Inviting Authority or by any State Government or Central Government Organization shall not be allowed to participate in the tender during the period of blacklisting.

5. **GENERAL CONDITIONS.**

- (I) Tentative quantity of Baby (Mamta) Kit – 2,80,000 Kits (approx)
- (II) Each kit consisting of items as per the specification & quantity shall be considered as an individual unit and the bidder shall quote for the complete list of items. Offer of incomplete kit shall be rejected.
- (III) A complete set of tender documents may be purchased by any interested eligible person on an application in writing and upon payment of a non refundable fee as indicated in the advertisement in the form of Demand Draft drawn in favour of the “State Health Society, Assam”.
- (IV) Tender document may be obtained from the office of Tender Inviting Authority during office hours. The bid document may also be downloaded from the official website- www.nrhmassam.in. The bidder who has downloaded the Bid document from the website will be required to deposit Rs 500/- (non – refundable) in the form of Demand Draft drawn in favour of “ State Health Society, Assam” while submitting the tender document. Tender document without fee of Rs 500/- will not be accepted.
- (V) All tenders must be accompanied with Earnest Money Deposit as specified in the relevant clause of the Tender document.
- (VI) Tenders will be opened in the presence of bidders / authorized representatives who choose to attend on the specified date and time as stipulated in the tender document.
- (VII) At any time prior to the date of submission of Tender, 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 tender document will be notified of the amendment in writing and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.
- (VIII) Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- (IX) Price Preference/ Purchase Preference to PSUs / SSI Units shall not be applicable.
- (X) When a bidder specifies name of the manufacturers of different products in the format at Annexure IX, all required documents (specifically Average Annual Turn over Statement & Certificates as specified in Annexure IV A & IV B) of each manufacturer should invariably be furnished, failing which the bid would be summarily rejected.
- (XI) Sample of every item in the kit must be submitted along with bid. Tender without

samples shall be rejected.

6. **TECHNO-COMMERCIAL BID - COVER "A"**

The Bidder should furnish the following in a separate cover hereafter called "**Cover A**".

A. **EARNEST MONEY DEPOSIT :**

Earnest Money Deposit shall be **Rs 28, 00,000.00(Rupees Twenty Eight Lakhs)** only in the form of Demand Draft/Bank Guarantee favoring State Health Society, Assam. The Bank Guarantee shall have validity of 6(six) months. Earnest Money Deposit in the form of Cheque / Cash / Postal order will not be accepted. Earnest Money Deposit will not earn interest. The Earnest Money Deposit of the successful Bidder may, at the discretion of Tender Inviting Authority be adjusted towards the Security Deposit payable by him.

B. **CONSTITUTION OF THE COMPANY**

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

C. **MANUFACTURING LICENCE**

Attested photocopy of valid Manufacturing/Factory License duly approved by the Licensing authority for the products quoted should be enclosed.

D. **IMPORT LICENCE**

Attested photocopy of import license if the products are imported.

E. **POWER OF ATTORNEY TO SIGN**

The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Bidding Firm should be enclosed with the tender and such authorized officer of the Bidder should sign the tender documents.

F. **Undertaking (of Bidder)**

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

G. **AUTHORISATION**

Authorization letter from all the manufacturers in the name of the bidder shall be submitted as per **Annexure -II**. Bids without authorization letter will be disqualified.

H. **ANNUAL TURNOVER**

Annual turnover statement for 3 years i.e., 2009-10, 2010-11& 2011-12 along with concurrent commitment for the current financial year in the format given in **Annexure-IV A and Annexure IV B** certified by the Auditor/Chartered Accountant. **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.**

I. **EXECUTION OF SIMILAR CONTRACTS**

Details of supplies (Baby Care Products) made during the last 3 financial years with summary of Purchase Orders and Performance Certificates issued by clients in the specified format (Refer **Annexure V**). 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.

- J. **SALES TAX CLEARANCE CERTIFICATE**
Sales Tax Clearance certificate, as on 31st march of last financial year (as per form attached in **Annexure-VI**).
- K. **UNDERTAKING OF PROVIDING LOGO**
Undertaking (as given in **Annexure-VII**) for embossment of logo on the kit bag along with item details.
- L. **DETAILS OF MANUFACTURING UNIT**
Details of Manufacturing Unit in **Annexure-VIII**. The details containing the name & address of the premises where the items are actually manufactured.
- M. **LIST OF ITEMS QUOTED:**
The List of items quoted shall be furnished in **Annexure - IX**. The list shall specifically indicate manufacturers name.
- N. **Undertaking on fraud & corruption**
Undertaking on fraud and corruption in the format at **Annexure-X**
*** 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.**
- O. **Agreed Terms & Conditions**
Agreed Terms & Conditions as per **Annexure XI**
- P. **SIGNATURE AND SEAL ON EACH PAGE**
The tender document should be signed by the Bidder in all pages with office seal.
- Q. **CHECKLIST OF DOCUMENTS**
A Checklist (**Annexure-XII**) for the list of documents enclosed with their page number. The documents should be serially arranged as per this **Annexure-XII** and should be securely tied or bound.

The above documents should be sealed in a separate Cover Superscribed as "TECHNICAL BID - COVER "A" - TENDER FOR THE SUPPLY OF BABY (MAMTA) KIT DUE ON 21/03/2013" and addressed to the Mission Director, National Rural Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, G S Road, Guwahati-781005

- 7. **PRICE BID - COVER "B"**

Cover "B" shall contain Price Bid of the Bidder.
- A. **SIGNATURE AND SEAL ON EACH PAGE**
Each page of the price bid should be duly signed by the Bidder affixing the office seal.
- B. **SIGNATURE ON CORRECTION**
Bid should be typewritten 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.
- C. **ITEMS QUOTED AND RATES**
The Bidder shall fill up the **Annexure-XIII** for item/s quoted.

D. **LANDED COST**

The rate quoted per unit or landed price in **Annexure-XIII** shall be inclusive of Excise duty, sale tax, packaging charge, freight, Insurance etc.

E. **UNIT SIZE/ RATE**

The rate quoted in **Annexure-XIII** should be for a unit and given specification. The Bidder is not permitted to change / alter specification or unit size given in the **Annexure-XIV**

The bidders shall submit duly signed **Annexure-XIII** in a sealed cover Superscribed as **“PRICE BID COVER “B” - TENDER FOR THE SUPPLY OF BABY (MAMTA) KIT”**.

The above documents should be sealed in a separate Cover Superscribed as **“COMMERCIAL BID - COVER “B” - TENDER FOR THE SUPPLY OF BABY (MAMTA) KIT DUE ON 21/03/2013 “** and addressed to the Mission Director, National Rural Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, G S Road, Guwahati-781005

The two separately sealed covers {Technical bid (Cover “A”) and Price Bid (Cover “B”)} shall be placed in another cover which shall be sealed and superscribed as **“TENDER FOR THE SUPPLY OF BABY (MAMTA) KIT DUE ON 21/03/2013“** and addressed to the Mission Director, National Rural Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, G S Road, Guwahati-781005

8. **OPENING OF COVER “A” AND COVER “B” OF TENDER**

- A. Bidders are entitled to be present at the date and time of opening of Technical Bid - Cover “A”.
- B. Bidders who were found eligible on satisfying the criteria for technical evaluation and inspection can only be invited to be present at the date and time for opening of Price Bid - Cover “B” of the tender. The price bid of tender not found technically qualified shall not be opened.

9. **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. Purchaser may solicit bidders consent to an extension of validity period. A bidder may refuse extension request without forfeiting the bid security.

10. **VALIDITY OF OFFER OF SUCCESSFUL BIDDER:**

The validity of offer of the successful bidder shall be at least 02(two) 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 1 year with mutual consent.

11. **OTHER CONDITIONS**

A. **TENTATIVE QUANTITY**

The details of the required items are shown in **Annexure-XIV**. The total quantity of kits mentioned is only the tentative requirement and may increase or decrease as per the decision of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

B. **FIRM RATES**

Firm Rates (inclusive of Excise Duty, sales tax, transportation, insurance, PACKAGING/KITTING CHARGES and any incidental charges) should be quoted for each of the required items, **ALONGWITH TOTAL PRICE OF INDIVIDUAL KIT** on door delivery basis according to the units ordered. Tender for supply of kits with conditional/variable rates shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with successful bidders. The rates quoted and accepted will be binding on the Bidder for the stipulated period and any increase in the price will not be entertained till completion of the tender period.

C. **UNIT RATE AND TOTAL VALUE**

Each bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

D. **MRP**

The price quoted by the bidders shall not, in any case exceed the Maximum Retail Price (MRP). Tender Inviting Authority at its discretion, will exercise, the right to revise the price at any stage so as to conform to the MRP. This discretion will be exercised without prejudice to any other action that may be taken against the Bidder.

F. **NO REVISION/CORRECTION OF RATES**

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

G. **FIRM DELIVERY SCHEDULE**

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

H **Sublet:**

Supplies should be made directly by the bidder and not through any other agency. 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 and or not to re-order, based on adverse reports brought out during such inspections. The Bidder shall extend all facilities to the team to enable them to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted.

12. **ACCEPTANCE OF TENDER**

A. **TENDER EVALUATION**

Tenders will be evaluated with reference to the rate per unit (landed price of one kit) for determining the L1 rate (Lowest rate). Conditional discounts shall not be taken into account for price comparison.

B. **RIGHT TO REJECT TENDER**

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

C. **TENDER ACCEPTANCE**

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

13. **AGREEMENT**

A. 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) within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

B. **COMMUNICATION**

All notices or communications relating to or arising out of an 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.

14. **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 from any Indian nationalized bank in favour of the Tender Inviting Authority valid for a period of 24 months from the date of order. 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 forfeited.

15. **SUPPLY CONDITIONS**

A. **PURCHASE ORDER**

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

B. **SPECIFICATION & QUALITY**

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

C. **DELIVERY PERIOD**

The supply should be started within 45 (forty five) days from the date of purchase order and should be completed within the contractual delivery completion date, specified in the order.

D. **DELIVERY POINT/ DESTINATION:**

The items shall be delivered at NRHM Ware House at Guwahati as per the schedule given in the 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 Supplier fails to execute the supply within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative purchase of the items for which the Purchase order has been placed from any other source or in the open market at the complete risk and the cost of the supplier.

G. **SHORTAGES & DAMAGE**

It shall be the responsibility of the Bidder for any shortages/damage at the time of receipt in Warehouse. Tender Inviting Authority is not responsible for the stock of kits received, for which no order is placed.

16. **FORCE MAJUERE**

If at any time the Bidder has, in the opinion of the Tender Inviting Authority, delayed in making any supply by reason of any riots, mutinies, wars, fire, storm, tempest, flood, epidemics or other exceptional cause on a specific request made by the Bidder, the time for making supply may be extended by the Tender Inviting Authority at its discretion for such period as may be considered reasonable. The exceptional causes does not include the scarcity of raw material, power cut, labour disputes, failure of sub vendor and increase in cost of raw materials.

17. **FRAUD & CORRUPTION:**

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

practices -

1. "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of any thing of value to influence the action of an official in the procurement process or in contract execution.
2. "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.
3. "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.
4. "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 practices directed at any subsequent stage or during execution of the contract, the tender inviting authority reserves the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

18. 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 purchaser 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 purchaser accepts the bid.

19. PAYMENT PROVISIONS

No advance payment shall be made. 100% payment shall be made after successful completion of every 20,000 kits of the total order quantity and on submission of bill and other relevant documents.

20. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

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

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 bidder.

21. ADJUDICATION/REVIEW BOARD

Any dispute arising out of or during execution of the contract shall be settled with mutual agreement which may be in the form of an Adjudication/ Review board having officers belonging to other departments not related to the purchaser of the purchasing organization.

22. 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.

23. LAWS GOVERNING THE CONTRACT & JURISDICTION

The contract shall be govern 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 Civil Court within the State of Assam only.

ANNEXURE I

UNDERTAKING (for the Bidder)

To

Mission Director,
National Rural Health Mission, Assam

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 three years from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office ofto supplyThe 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..
4. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT 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 :

Annexure -II

MANUFACTURER'S AUTHORIZATION FORM (for the Manufacturer)

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 :

Annexure-III (for the Manufacturer)

DECLARATION

I / We M/s _____ represented by its Proprietor / Managing Director / Partner having its Registered office at _____ and factory premises at _____ do declare that I / We have carefully read all the conditions of tender in Ref no. _____ dated _____ for supply of Drugs and Medicines for the period from _____ to _____ floated by the MD, NRHM, Assam, Govt. of Assam and accept all the conditions of the tender.

I / We declare that we possess the valid license and WHO-GMP Certificate as per revised Schedule – 'M' issued by the Competent Authority and comply and continue to comply with the conditions laid in Schedule M of Drug & Cosmetics Act, 1940 and the Rules made there under. I / We furnish the particulars in this regard in enclosure to this declaration.

I / We agree that the Tender Inviting Authority forfeiting the Earnest Money Deposit and or security Deposit and blacklisting me/us for a period of 5 years if, any information furnished by us proved to be false at the time of inspection and not complying the conditions as per Schedule M of the said Act for a period of 5 years.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Annexure-IV

MANUFACTURERS TURNOVER

Items	Annual Avg. Turnover Of Manufacturer
Baby Soap	140 Cr.
Baby Oil	140 Cr.
Baby Talc	140 Cr.
Baby Towel	140 Cr.
Baby Flannel	70 Cr.
Baby Blanket	70 Cr.
Baby Mackintosh	14 Cr.
Baby Mosquito Net	14 Cr.
Greeting Card	-
Kit Bag With Plastic Lock	-

Annexure-IV 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 Lakhs
1.	2009-10	
2.	2010-11	
3.	2011-12	
Total -		Rs. _____ Lakhs
Avg. -		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-IV 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	
Total		- Rs. _____ Lakhs
Avg.		- 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-V
Performance Statement (for the Bidder)

Tender No:

Sl.	Name of the product (only for Baby/Similar items in Kitting Job)	Year	Qtysupplied	Value	Name and full address of the purchaser
	1	2	3	4	5
1.					
2.					
3.					

(Please use additional sheets if required)

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Annexure-VI
CERTIFICATE OF SALE TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT

(To be filled by the applicant)

- 01.** Name or style in which the applicant is assessed or assessable to Sales Tax Addresses or assessment
.....
- 02.** a. Name and address of all companies, firms or associations or persons in which the applicant is interested
in his individual or fiduciary
capacity.....
.....
b. Places of business of the applicant (All places of business should be mentioned)
.....
- 03** The Districts, taluks and divisions in which the applicant is assessed to Sales Tax (All the places of
business should be furnished).
.....
.....
- 04** a. Total contract amount in the preceding three years.
i. 2009 – 10
ii. 2010 - 11
iii. 2011 - 12
b. Particulars of Sales Tax for the preceding three years.

Year	Total T.O. be assessed Rs.	Total Tax Assessed Rs.	Total Tax paid Rs.	Balance Due Rs.	Reasons for balance Rs.
2008-09					
2009-10					
2010-11					

- c.** If there has been no assessment in any year, whether returns were submitted any, if there were, the
division in which the returns were sent.
- d.** Whether any penal action or proceeding for the recovery of Sales Tax is pending
- e.** The name and address of Branches if any:

I declare that the above mentioned information is correct and complete to the
best of my knowledge and belief.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM

Enclosure of Annexure-VI

(To be issued by the Sales Tax Assessing Authority)

In my opinion, the applicant M/s..... has been / has not been / doing everything possible to pay the Tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax Officer

Note : Separate certificates should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax officer or Assistant Commercial Tax Officer having jurisdiction over that place.

Annexure-VII

Tender No:

UNDERTAKING FOR EMBOSSEMENT OF LOGO

We M/sdo hereby declare that, if favored with an order, we will supply the BABY (Mamta) Kit embossed with NRHM Logo, design and specification given in this enclosure and with the inscription “NRHM ASSAM SUPPLY NOT FOR SALE” and as per any other instructions given in this regard.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Annexure – VIII

Declaration on Manufacturing facilities

Tender No. _____

For supply of _____

1. Name of the Manufacturer :
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 :As per enclosure
to which the bidder already supplied the items
with quantity value and supply period
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.

Annexure IX
Tender No. _____

List of Items quoted with name of Manufacturer

Sl. No	ITEMS	Unit pack	Name of the Manufacturer	Price Quoted / Not Quoted
1	Baby Soap	1 No.		
2	Baby Oil	1 No.		
3	Baby Talc	1 No.		
4	Baby Towel	1 No.		
5	Baby Flannel	1 No.		
6	Baby Blanket	1 No.		
7	Baby Mackintosh	1 No.		
8	Baby Mosquito Net	1 No.		
9	Greeting Card	1 No.		
10	Kit Bag with Plastic Lock	1 No.		

Annexure-X

UNDERTAKING ON FRAUD & CORRUPTION (for both manufacturer and bidder)

Wedo hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of BABY (Mamta) KITS 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 :

Annexure – XI

NATIONAL RURAL HEALTH MISSION, ASSAM

AGREED TERMS & CONDITIONS

Tender No. & Date _____

A. Details of Bidder

Bidder Name:

Offer Ref:

Contact Person:

Telephone No:

Signature:

Fax No:

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 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	
	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 Period as indicated under clause 15 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 (Copy of Price list to be enclosed).	
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 6 months from the date of order.	
16.	Confirm acceptance of Part Order.	

17.	Confirm acceptance of Repeat order within 34 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.	
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-XII

CHECK LIST

Sl.	Cover A	Yes	NO
1.	Check List as per Annexure – XII		
2.	Court Fee Stamp affixed		
3.	EMD in the form of DD furnished		
4.	Documentary evidence for the Constitution of the company		
5.	Duly attested / notarized copy of Manufacturing License issued by the competent Licensing Authority for each and every product quoted		
6.	Attested Photocopy of Import license if any		
7.	The instruments such as Power of Attorney, Resolution of Board etc.		
8.	Undertaking as per Annexure I		
9.	Manufacturer Authorization as per Annexure II		
10.	Annual Turnover Statement for 3 years as per Annexure – IV A & Annexure – IV B		
11.	Performance Statement as per Annexure V		
12.	Certificate of Experience of Kitting, modes of packing etc		
13.	Sales Tax Clearance Certificate as Annexure VI		
14.	Undertaking for Embossment of logo as per Annexure VII		
15.	Details of Manufacturing Unit as per Annexure VIII		
16.	List of items quoted with name of Manufacturer as per Annexure IX		
17.	Undertaking on Fraud & Corruption as per Annexure X		
18.	Agreed Terms & Conditions as per Annexure- XI		
19.	List of item with Qty as per Annexure XIV		
20.	Packing details as per Annexure XV		
21.	Form of Agreement as per Annexure XVI		
Sl	Cover B	Yes	NO
1.	Price Bid for BABY KIT		

**Annexure-XIII
Price Bid for BABY KIT**

Sl. No	ITEMS	Unit pack	Unit Rate per/piece(in Rupees)	Tax/CST (in Rupees)	Total Amount (including kitting, transportation etc) (in Rupees)
1	2	3	4	5	6 = 3X (4+5)
1	Baby Soap	1 No.			
2	Baby Oil	1 No.			
3	Baby Talc	1 No.			
4	Baby Towel	1 No.			
5	Baby Flannel	1 No.			
6	Baby Blanket	1 No.			
7	Baby Mackintosh	1 No.			
8	Baby Mosquito Net	1 No.			
9	Greeting Card	1 No.			
10	Kit Bag with Plastic Lock	1 No.			
Total, Value of each kit =					Rs

Annexure-XIV

Quantity and Specification

Contents of Kit:

Items	Quantity	Specification
Baby Soap	1 no	Best Suitable for babies skin and containing Saffron, Sodium Cocoate, Almond Milk, Sodium Chloride and pleasant fragrance to keep the baby cheerful. TFM: 78% with no added colours Net Wt. - 75 grams
Baby Oil	1 no	Best Suitable for babies skin keeping their skin non-sticky, should be olive enriched along with vitamin E and a suitable fragrance. Net Vol. : 100 ML
Baby Talc	1 no	Suitable for babies skin containing zinc, olive oil, stearate, talc and citric acid. Net Wt. - 100 grams
Baby Towel	1 no	Made up of soft 100% cotton towelling material in pleasant colours. Size: 35CmX50Cm. It should be most suitable to soak sweat,moisture& keep the baby dry.
Baby Flannel	1 no	Made of light weight 100% cotton, soothing soft layer to prevent rashes on infants tender skin.
Baby Blanket	1 no	Soft Baby polar blanket with block print suitable for babies. Net. Wt. : 260 Grams, GSM: 240, Size: 40X42inch
Baby Mackintosh	1 no	Made of Polyester fabric coated with natural rubber compound on both sides in green/red colour. Size: 24inch X 24inch. Weight: 200-240 grams.
Baby Mosquito Net	1 no	Foldable umbrella shaped, made of thin netting covering space of 1mt. X 0.75mt. Along with proper bottom border to prevent mosquitoes or insects entering inside the frame.
Greeting Card	1 no	Should be made of 220 GSM Art Board Paper with double fold printed on all 4 sides including DTP in Assamese, Bengali and English. Designing, Scanning of photos (4Nos) and printing of NRHM logo. Multi Coloured offset printing. Size :- 27.5 Cm X 20 Cm
Kit Bag With Plastic Lock	1 no	Should be made of light weight material with two segments to keep all fabric items in one and rest of the products in the other. Each kit should be sealed with plastic lock before delivery.

N.B: The total number of kits required is 2,80,000 nos. This quantity is indicative and may vary depending on requirement assessed by the Tender Inviting Authority.

**Annexure-XV
Form of Agreement**

THIS CONTRACT AGREEMENT is made

Thisday 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 _____

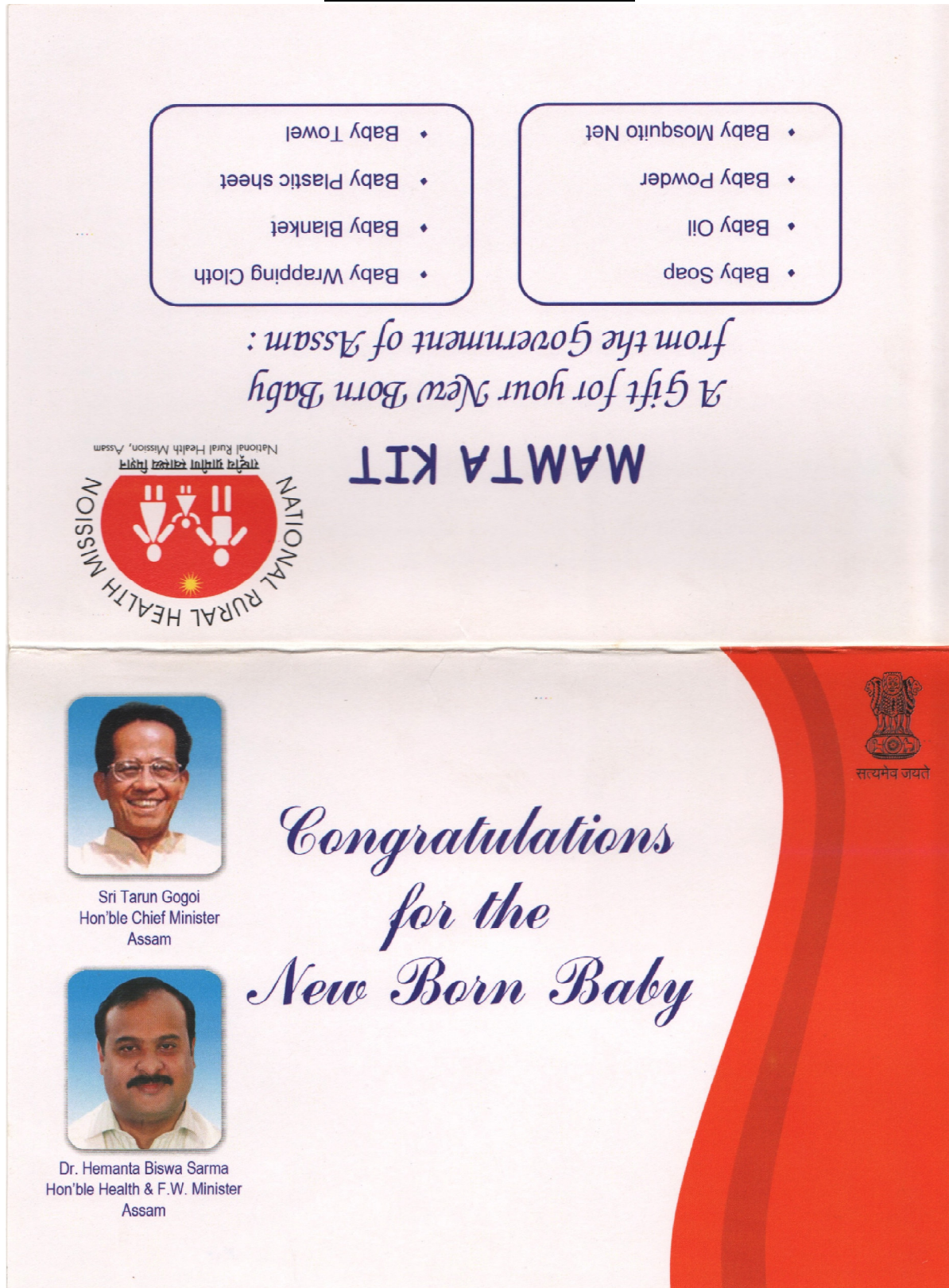
For and on behalf of the supplier

Signed: _____

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

In the presence of _____

Annexure-XVI
Specimen Of The Greeting Card





আপোনাৰ মতানটি ডাঙৰ হৈ আপোনাৰ লগতে
বিশেষ নাম উজ্জ্বল কৰক- এয়াই আপোনাৰ কামনা।



মৰম বাইদেউ,

এটি সুন্দৰ ছেৰিশিশুৰ পিতৃ/মাতৃজন্মভিভাৱক হেৰুৱাৰ এই মাহেছক্ৰুণত আপোনালোকলৈ আতৰিক অভিনন্দন জনাইছো আপোনালোকৰ মতানটিৰ লগতে মাতৃগৰাকীৰো সু-স্বাস্থ্য নিশ্চিত কৰাৰ সংকল্পৰ চিকিৎসালয়ত মতান প্ৰসঙ্গ কাৰেছাৰ মি সন্মুচিত সিদ্ধান্ত গ্ৰহণ কৰিলে তাৰ বাবে আপোনালোকলৈ ধন্যবাদ জনাইছো। চিকিৎসালয়ত থকা এই ৪৮ ঘণ্টাত প্ৰসূতি মাতৃ গৰাকীৰ প্ৰসংগাতন স্বাস্থ্য পৰীক্ষা (PNC) ৰ লগতে মতানটিৰ টীকাৰণ কাৰেছাৰ অধিকাৰে মাতৃ-মতান দুয়োৰে সু-স্বাস্থ্য নিশ্চিত কৰা হ'ল। চিকিৎসালয়ত থকা এই সময়চোৱাত শিশুটিক মাকৰ প্ৰথম স্থানধীয়া গাৰ্শীৰ (ক'লষ্ট্ৰাম) খুঞ্জা, শিশুটিক স্তনপান কাৰেছাৰ লবলগীয়া ব্যৱস্থা আদিৰ বিশেষ চিকিৎসক / চিকিৎসা কৰ্মীসে নিশ্চয় বুজাই দিছে। আপোনাৰ মতানটিক সু-স্বাস্থ্যকৰণ কৰাৰ স্বাৰ্থতেই প্ৰথম ছয়মাহলৈ বেছল মাত্ৰ স্তনপান কাৰেছাটো নিশ্চিত কৰক। ইয়াৰ লগতে শিশুটিৰ টীকা সম্পূৰ্ণ কৰাৰোহে তেওঁৰ ভৱিষ্যৎ সুৰক্ষিত হ'ব। ইতিমধ্যে জননী সুৰক্ষা সোজাৰ আধাৰত লাভ কৰা ধনৰাশি মতে মাতৃ আৰু শিশু পৰিচৰ্মৰ বাবেহে খৰচ হয়, বিশেষকৈ মাতৃগৰাকীৰ সুখম আহাৰৰ ব্যৱস্থা কৰাৰ বাবেহে খৰচ হয়, সেয়া নিশ্চিত কৰক। ইয়াৰ লগতে চিকিৎসক বা স্বাস্থ্যকৰ্মীৰ লগতে পৰিয়াল পৰিকল্পনাৰ সন্দৰ্ভত আলোচনা কৰক। পৰৱৰ্তী সময়ত স্বাস্থ্য সম্পৰ্কীয় মিকোলা ধৰণৰ আলোচনা বা পৰামৰ্শৰ বাবে আপোনালোকৰ গৰ্ভৰ "আশা" বা এন. এন. গৰাকীক লগ ধৰক।

তৰুণ গগৈ
(তৰুণ গগৈ)
মুখ্যমন্ত্ৰী

চিৰঞ্জী.....কুশলে থাকক
(ড° হিমন্ত বিশ্ব শৰ্মা)
স্বাস্থ্য আৰু পৰিয়াল কল্যাণ মন্ত্ৰী