

OFFICE OF THE MISSION DIRECTOR NATIONAL RURAL HEALTH MISSION, ASSAM

SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTANBASTI, G.S ROAD, GUWHATI 781005

TENDER DOCUMENT

Tender for Comprehensive Annual Maintenance Contract of SCNU Equipments, NRHM Assam

Tender reference: NRHM/CH/SCNU/Equip	Dated: 19/01/2013	
Sl. No:		

NOT TRANSFERABLE



OFFICE OF THE MISSION DIRECTOR NATIONAL RURAL HEALTH MISSION, ASSAM

SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTANBASTI, G.S ROAD, GUWHATI 781005

Tender for Comprehensive Annual Maintenance Contract of SCNU Equipments, NRHM Assam

Tender reference: NRHM/CH/SCNU/Equip-Maint/746/2012-13/ 29290 Dated:19/01/2013

Bidding document issued to M/s	on dated
against the receipt of Rs.500.00 (Rupees Fi	ve Hundred Only) in the form of Bank Draft/
Banker's Cheque, No:/Dated	·
	25.
	Mission Director
	NRHM Assam
	Khanapara, Guwahati



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 Comprehensive Annual Maintenance Contract of SCNU Equipments, NRHM Assam

Tender Reference No : NRHM/CH/SCNU/Equip-

Maint/746/2012-13/29290

Date of commencement of Sale of Tender Documents : 21-01-2013

Pre- Bid Meeting : 05-02-2013 at 4 pm

Last Date of Sale of Tender Document : 12-02-2013

Last Date and Time of receipt of Tender : 12-02-2013 till 2 pm

Date and Time of opening Tender : 12-02-2013 at 3 pm

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

Sealed tenders in two bid system affixing Court Fee Stamp of Rs. 8.25 only are invited from reputed organizations having experience of similar nature., for **Comprehensive Maintenance** of SCNU Equipments (Labour and Spares), (As per Annexure I) for a period of three years.

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 upto 12-02-2013 till 2 PM by the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christanbasti, G S Road, Guwahati-781005

2. Pre-Bid Meeting:

A Pre- bid meeting with all the intending bidders will be held at the Conference Hall of the NRHM Office on 05-02-2013 at 4pm.

3. Eligibility criteria

- A. The bidder must have experience of maintenance of medical equipments and should have good market standing continuously for the past three years in terms of service delivery and customer satisfaction.
- B. The bidder must have least three Workshops/Service Centers, each located in any of the districts of Upper Assam Division, one Lower Assam Division and one at Hills &Barak Valley districts.
- C. The average annual turnover of the bidder during the last three years shall not be less than 50.00 Lakhs (Fifty Lakhs)
- D. Maintenance contract shall be awarded to the bidder and not to any of its subsidiaries.

4. GENERAL CONDITIONS.

- A. 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.
- B. 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 while submitting the tender document. Tender document without fee of Rs 500/- will not be accepted.
- C. All tenders must be accompanied with Earnest Money Deposit as specified in the relevant clause of the Tender document.
- D. 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.
- E. 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 his discretion, extend the date and time for submission of tenders.

- F. Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- G. Price Preference / Purchase Preference to PSUs / SSI Units shall not be applicable.
- H. The bidder has to do 4 preventive maintain visit in a year on quarterly basis for the equipments as given at **Annexure I** and submit the report accordingly.
- I. The Bidder has to attend the breakdown calls as or when necessary.
- J. The Bidder shall provide standby machine/equipments against defective equipment/machine if repairing is not possible within 48 hours.
- K. The bidder has to submit a survey report of all equipment as per details at Annexure-I. The bidder will have to repair these equipment before maintenance contract is awarded.

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 2, 00,000.00(Rupees Two Lakhs)** only in the form of Demand Draft/Bank Guarantee favouring State Health Society, Assam. The Bank Guarantee shall have to 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 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. **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 should sign the tender documents.

D. **UNDERTAKING**

Undertaking in the form at Annexure-II

E. DETAILS OF THE REGISTERED OFFICE, SERVICE CENTRES/WORKSHOP

Declaration on details of registered office, service centres, workshops as per **Annexure-III**

F. <u>EXECUTION OF SIMILAR CONTRACTS</u>

Details of similar works performed during the last 3 years with summary of service Orders as per **Annexure-IV**. Performance Certificate for work /service performed for Govt. Institutions /WHO/UNICEF etc. or if any for the last 3 years are to be separately highlighted.

G. ANNUAL TURNOVER

Annual turnover 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 - V** -certified by the Auditor.

H. SALES TAX CLEARANCE CERTIFICATE

Sales Tax Clearance certificate, as on 31st march of last financial year as per form attached in **Annexure-VI**.

I. UNDERTAKING ON FRAUS & CORRUPTION

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

J. AGREED TERMS & CONDITIONS

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

K. **DETAILSS OF SERVICES TEMS**

Bidder shall submit details of the service team (minimum six technicians are required in the service team and minimum experience of technician should not be less than 3 years in similar works)

L. 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 above documents should be sealed in a separate Cover Superscribed as "TECHNICAL BID - COVER "A" - Tender for Comprehensive Annual Maintenance Contract of SCNU Equipments, NRHM Assam DUE ON 12-02-2013 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. The details of rates given in **Annexure-VIII** should also be entered clearly as per the instructions given along with the tender.

The bidders shall submit duly signed **Annexure-VIII** in a sealed cover Superscribed as "PRICE BID COVER "B" - Tender for Comprehensive Annual Maintenance Contract of SCNU Equipments, NRHM Assam

The above documents should be sealed in a separate Cover Superscribed as "COMMERCIAL BID - COVER "B" - Tender for Comprehensive Annual Maintenance Contract of SCNU Equipments, NRHM Assam DUE ON 12-02-2013 and addressed to the Mission Director, National Rural Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, G S Road, Guwahati-781005

Two separately sealed covers {Technical bid (Cover "A") and Price Bid (Cover "B")} shall be placed in a cover which shall be sealed and Superscribed as Tender for Comprehensive Annual Maintenance Contract of SCNU Equipments, NRHM Assam DUE ON 12-02-2013 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. All 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 03(three) 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 with mutual consent.

11. ACCEPTANCE OF TENDER

A. **TENDER EVALUATION**

Tenders will be evaluated with reference to the rate per unit (landed price) 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 himself the right to accept the tender or to reject the whole tender for the supply of all items of drugs or for any one or more of the items of drugs tendered for in a tender at any moment without assigning any reason.

C. TENDER ACCEPTANCE

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

12. 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 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

B. **NON ASSIGNMENT**

The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever

C. **COMMUNICATION**

All notices or communications relating to on 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.

13. SECURITY DEPOSIT

The successful bidder, within 10 days of signing of the agreement, shall be required to submit Security Deposit of 5 % of the order value in the form of bank guarantee from any Indian nationalized bank in favour of the Tender Inviting Authority valid for a period of 6 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.

14. 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.

15 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.

16. 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.

17. PAYMENT TERMS:

No advance payment shall be made. 100% payment for service provided will be made quarterly on submission of quarterly report along with relevant documents, test certificates etc.

18. 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.

19. 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.

20. 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.

21. 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

Details of SCNUs

SCNU equipments, NRHM Assam:

SI	Item description	Qnty
1	Radiant Warmer	149
2	Pulse Oximeter	69
3	Syringe Infusion Pump	45
4	Phototherapy Unit	65
5	ECG	15
6	Oxygen Concentrator	91
7	Mobile Examination Light	136
8	Vital Sign Monitor	19

Details of Installation sites

	Details of Installation sites of Radiant Warmer	
SI	Site Details	Total Qnty
1	Nagaon Civil Hospital	14
2	Jorhat Medical College	15
3	MMC Hospital	12
4	Sonitpur Civil Hospital	14
5	Lakhimpur Civil Hospital	12
6	Nalbari Civil Hospital	4
7	Dhubri Civil Hospital	14
8	Bongaigaon Civil Hospital	14
9	Sivasagar Civil Hospital	14
10	Cachar SMCH	15
11	Kamrup (R)	1
12	Dhemaji	6
13	Hailakandi	14
	Total:	149
	Details of Installation sites of Pulse Oximeter	
SI	Site Details	Total Qnty
1	MMC Hospital	6
2	Jorhat Medical College	8
3	Nagaon Civil Hospital	7
4	Tezpur Civil Hospital	7
5	Lakhimpur Civil Hospital	5
6	Dhubri	5
7	Bongaigaon	5
8	Sivasagar	5
9	Cachar SMCH	7
10	Mangaoldoi Civil Hospital	8

11	Dhemaji		4
	Total:		67
	Details of Installation sites of Syringe Infusion Pump	l	
SI	Site Details	Total Qnty	
1	MMC Hospital		4
2	Jorhat Medical College		4
3	Nagaon Civil Hospital		4
4	Tezpur Civil Hospital		4
5	Lakhimpur Civil Hospital		4
6	Dhubri		4
7	Bongaigaon		4
8	Sivasagar		4
9	Cachar, SMCH		5
10	Mangaldoi Civil Hospital		4
11	Dhemaji		4
	Total:		45
	Details of Installation sites of Phototherapy Unit		
SI	Site Details	Total Qnty	
1	Nagaon Civil Hospital		7
2	Jorhat Medical College		8
3	MMC		6
4	Lakhimpur Civil Hospital		5
5	Tezpur Civil Hospital		7
6	Dhubri		5
7	Bongaigaon		5
8	Sivasagar		5
9	Cachar, SMCH		7
10	Mangoldoi Civil Hospital		5
11	Dhemaji		5
	Total:		65
	Details of Installation sites of ECG		
SI	Site Details	Total Qnty	
1	Cachar, SMCH		2
2	Mangoldoi Civil Hospital		2
3	Dhemaji		3
4	Hailakandi		1
5	Chirang		2
7	Baksa		2
8	Kokrajhar		2
9	MMC		1
	Total:		15
	Details of Installation sites of Oxygen Concentrator	·	
SI	Site Details	Total Qnty	
1	MMC		6

		1	1
2	Nagaon Civil Hospital		6
3	Sonitpur Civil Hospital		6
4	Jorhat Medical College		6
5	Lakhimpur Civil Hospital		6
6	Dhubri		6
7	Bongaigaon		6
8	Sivasagar		6
9	Nalbari Godhar SMCH		4
10	Cachar SMCH		7
11	Mangoldoi		6
12	Dhemaji		10
13	Hailakandi		4
14	Chirang		4
15	Baksa		4
16	Kokrajhar		4
	Total:		91
	Details of Installation sites of Mobile Examination Light	1	
SI	Site Details	Total Qnty	
1	Lakhimpur Civil Hospital		10
2	Kanaklata Civil Hospital (Sonitpur)		10
3	Bongaigaion		10
4	Dhubri		10
5	Nalbari		10
6	Jorhat Medical College		10
7	Sivasagar		10
8	Nagaon		10
9	Cachar, SMCH		10
10	Mangoldoi Civil Hospital		6
11	Dhemaji		12
12	Hailakandi		7
13	Chirang		7
14	Baksa		7
15	Kokrajhar		7
	Total:		136
	Details of Installation sites of Vital Sign Monitor		
SI	Site Details	Total Qnty	
1	MMC		2
2	Jorhat Medical College		2
3	Nagoan Civil Hospital		2
4	Tezpur Civil Hospital		2
5	Lakhimpur Civil Hospital		2
6	Dhubri		2
7	Bongaigaon		2
8	Sivasagar		2
•		•	

9	Cachar SMCH	2
10	Darrang	1
	Total:	19

Annexure II

UNDERTAKING

То	
The	Mission Director, NRHM Assam
Ten	der reference No
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 one year from the date of award of contract to us.
2.	I/We undersigned hereby bind myself/ourselves to the Office of Mission Director, NRHM Assam to provide the service of maintenance of
	the items tendered for are specified against each. It is certified that rates quoted are not higher than that prevailing in the market.
3.	The service shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of the Mission Director as regards to the quality and specification of article shall be final and binding on me/us.
4.	We undertake and confirm that:
a)	<u>Response Time for Breakdown Calls:</u> Maintenance personnel shall attend to the breakdown within 24 hrs of reporting the fault
b)	<u>Preventive Maintenance</u> : During the period and AMC, in addition to attending break down calls, there shall be regular preventive maintenance quarterly
c)	We will supply the spares as and when necessary for the vehicles/ equipments (as applicable) in the SCNUs irrespective of the make of the vehicles/ equipments
d)	We will provide standby machine/equipments against defective equipment/machine if repairing is not possible within 48 hours
5.	We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT shall be forfeited.
6.	We agree to accept the amount of the bill to be paid by the Tender inviting agency after completion of all codal 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 provide the service during the validity of the tender as per

8. The tender inviting authority has the right to accept or reject any or all the tenders

direction given in order within the stipulated period.

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 TH	HE FIRM:
SEAL	:

Annexure III

Declaration of service

Decla	ration on services/ facilities of t	the interested firm	
Tend	er reference No:		
1.Nar	ne 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 activities related to	bid and maintenance contract& item wise	e capacity:
10.	Detail of registered offices, ser	rvice centres, workshops with technical	competencies
	Name of the Agency:		
	Full Postal Address:		
	Phone / Fax / E-mail		

SN	Name of workshop/service Centre with address	Name of the Technical experts	Designation	age	Qualification	Work Experienc e in similar work
1						
2						
3						

^{*}All the testimonials of the technical experts must be submitted along with the Bid

Signature & Official Seal

ANNEXURE-IV

PROFORMA FOR PERFORMANCE STATEMENT

(FOR A PERIOD OF LAST 3 YEARS)

Name	of firm				
Sl.	Name of the	Year	Duration of	Value.	Name and full
	Work/service	2 0002	work.	, 0.20.00	address of the
					purchaser
	1	2	3	4	5
1.					
2.					
3.					

Signature & Official Seal

Annexure '	V
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Annual Turnover Statement

Tl	ne Annual Turnove	r of M/.s			for the past	
three yea	nree years and concurrent commitment for the current financial year are given below and					
certified t	hat the statement is t	rue and correct.				
Sl.No. 1.	Year 2009-10	-	Turnover i	n Lakhs (Rs)		
2.	2010-11	-				
3.	2011-12	-				
		Total - R	S	Lakhs.		
	urnover per annum	- Rs	L:	akhs.		
Concurren	iii Commitment					
Sl. No.	Contract Ref.	Purchaser	Total Contract Value	outstanding Value	Estimated Delay in completion date	

Date and seal:

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

Annexure-VI

CERTIFICATE OF SALE TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT

(To be filled by the applicant)

01.		-		• •	sessed or assess		x Addresses or
02.	inte cap	erested	in	his	or associations or individual	or	fiduciary
	b.				(All places of b		be mentioned)
03		siness should	be furnished		applicant is assess	sed to Sales Tax (All the places of
04	a.	i. ii. iii.	2009 - 10 2010 - 11 2011 - 12	e preceding three or the preceding tl			
Ye	ear		T.O. be sed Rs.	Total Tax Assessed Rs.	Total Tax paid Rs.	Balance Due Rs.	Reasons for balance Rs.
Y 6					_ •	_	
	09				_ •	_	
2008-	·10				_ •	_	
2008- 2009-	·10	asses	sed Rs.	Assessed Rs.	_ •	Rs.	balance Rs.
2008- 2009-	09 10 11 c.	If there has be the division in	peen no asse	Assessed Rs.	Rs.	Rs.	balance Rs.
2008- 2009-	09 10 11 c.	If there has be the division in Whether any	peen no assen which the repenal action	Assessed Rs.	Rs. The standar, whether returns	Rs.	balance Rs.
2008- 2009-		If there has be the division in Whether any	peen no asse n which the r penal action nd address o	essment in any year eturns were sent. In or proceeding for f Branches if any:	Rs. The standar, whether returns	were submitted and les Tax is pending	ny, if there were,
2008- 2009-	09 10 11 c. d.	If there has be the division in Whether any	peen no asse n which the r penal action nd address o	essment in any year eturns were sent. In or proceeding for f Branches if any:	Rs. Arr. whether returns	were submitted and les Tax is pending	ny, if there were,

NAME &DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM

Enclosure of Annexure-VI

(To be issued by the Sales Tax Assessing Authority)

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

UNDERTAKING ON FRAUD AND CORRUPTION

We M/s Do	hereby	undertake	that, in
competing for (and, if the award is made to us, in executing) the st	abject co	ntract for p	roviding
AMC for SCNU Equipments under tender reference no	Di	t	
We shall strictly observe the laws against fraud and corruption in for	ce in the	country.	
Sd/-			
34			
Signature of proprietor/Partner	r/Director	r	
Designation:			
Seal			

Annexure VIII

For cover 'B'- Price Bid

Tender No:

Name & Address of the Bidder:

A)

Item description	Qnty	Annual Maintenance Cost (AMC) for SCNU Equipments per year for 27 districts (excluding Spares)	Comprehensive Maintenance Cost (CMC) for SCNU Equipments per year for 27 districts(including cost of spares)
Radiant Warmer	149		
Pulse Oximeter	69		
Syringe Infusion Pump	45		
Phototherapy Unit	65		
ECG	15		
Oxygen Concentrator	91		
Mobile Examination Light	136		
Vital Sign Monitor	19		
Radiant Warmer	149		
	Total	Rs	Rs

B)

Description	Total Amount
One time repair cost	

NB: For evaluation of L1, both (A) & (B) will be added and the bid will be awarded to the overall lowest bidder.

Signature & Official Seal

Annexure IX

AGREED TERMS & CONDITIONS

		Tender No. & Date	
A.	Details of Bidder		
	Bidder Name:		
	Offer Ref:	Contact Person:	
	Telephone No:	Signature:	
	Fax No:	E-mail:	

B. <u>Definitions</u>

- 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.

SI. No.	Description	Vendor's Confirmation (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 per kg is inclusive of cost of containers, packing & forwarding charges,	
	freight, insurance and all duties and taxes viz. Excise	
	Duty, Sales Tax/VAT.	
3.	Confirm furnishing of price break-up of each item	
	showing basic price of item and Tax/VAT as %age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and	
	duties within the contractual delivery period shall be borne by the purchaser.	
5.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons,	
	including turn-over, confirm that the same shall be	
	borne by supplier.	
6.	If clause 5 above is not acceptable, advice maximum	
	possible rate of additional ED chargeable; this shall be	
	loaded to your price.	
7.	Confirm that in case any new or additional duties and	
	taxes are imposed after the contractual delivery date	
	due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to	
	Price Reduction for Delay in Delivery.	

8.	Confirm acceptance of Price Reduction Schedule for	
	delay in delivery @ 0.5% of delayed value of goods per	
	week of delay or part thereof subject to maximum of 10% of the total order value.	
9.	Confirm acceptance of Delivery Period as indicated	
	under clause 16 © of the bid document.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	It is noted that delivery period, price reduction,	
	termination etc are subject to Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain firm &	
	fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP	
	b) In case you are a dealer/ distributor / authorized	
	agent, confirm that the prices quoted are as per	
	manufacturer's price list with appropriate discount	
14.	Packing / forwarding, transportation, loading/	
	unloading and insurance are supplier's responsibility. However, to protect the items from physical damages	
	and/or deterioration due to weather during transit,	
	supplier to ensure proper packing & handling	
	arrangement. Please confirm compliance.	
15.	Confirm that security deposit of 5 % of the total order	
	value in the form of a Bank Guarantee from a nationalized Bank shall be furnished, which will be valid	
	for a period of one year from the date of order.	
16.	Confirm acceptance of Part Order.	
17.	Confirm acceptance of Repeat order within 24 months	
	from the date of initial order at same price and terms &	
	conditions.	
18.	In case of material having shelf life, confirm that you	Not applicable
	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 X

Declaration

Tend	ler reference No:	
2.	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	
I, ——infor		Prop./partner/Director of M/s hereby declare that the correct to the best of my knowledge & belief.
Perfo	ormance Security Deposit and black	nority forfeiting the Earnest Money Deposit and/or clisting us for a period of 5 years, if any information time of inspection and non – compliance with terms
and c	conditions of the contract	
I offe	er to provide the services mentione	d in the schedule (enclosed in price bid) at the rates
quote	ed therein. I agree to hold this offer	for one year after finalization of contract.

Dated:	Signature
	Name of tenderer
	Address

Signature & Official Seal

Annexure XI

CHECK LIST

SI No.	Cover A	Yes	NO
1.	Court Fee Stamp affixed		
2.	EMD in the form of DD submitted		
3.	Documentary evidence for the constitution of the		
	company/concern		
4	Power of Attorney to sign		
5	Details of Equipments as per Annexure-I		
6	Undertaking in the form at Annexure-II		
7	Declaration of services as per Annexure- III		
8	List of similar contracts executed during the last 3 years as per		
	Annexure-IV		
9	Annual Turnover Statement for 3 years as per Annexure – V		
10	Sales Tax Clearance certificate as per Annexure -VI		
11	Undertaking on fraud and corruption as per Annexure – VII		
12	Agreed Terms and conditions as per Annexure – IX		
13	Signature and seal on each page of Tender Document		
14	Declaration as per Annexure- X		
SI No.	Cover B	Yes	NO
1.	Price Bid as per Annexure – X submitted in a sealed cover		

Annexure XII

Form of Contract Agreement

THIS CONTRACT AGREEMENT is made
This day of month year
BETWEEN
(1) Name and Address of the Purchaser:
(2) Name and Address of the Supplier:
WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called "the Contract Price")
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
 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.		
Foi	r and on behalf of the Purchaser	
Sig	ned:	
	In the capacity of [insert: title or other appropriate designation]	
In t	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 ______

Tender for Comprehensive Annual Maintenance Contract of SCNU Equipments, NRHM Assam