

State Health Society, Assam
Notice Inviting Tender (NIT)
for bulk Voice and Text SMS Services

NOT TRANSFERABLE



ৰাষ্ট্ৰীয় স্বাস্থ্য অভিযান, অসম

OFFICE OF THE MISSION DIRECTOR

NATIONAL HEALTH MISSION, ASSAM

Saikia Commercial Complex, Sri Nagar Path, Near Post office Bus Stand

G. S. Road, Christianbasti, Guwahati - 781005



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**OFFICE OF THE MISSION DIRECTOR
NATIONAL HEALTH MISSION, ASSAM**

**Saikia Commercial Complex, Sri Nagar Path, Near Post office Bus Stand
G. S. Road, Christianbasti, Guwahati - 781005**

No: NHM/SMS/3431/2017-18/20292

Dated: 23/10/2017

**Notice Inviting Tender (NIT)
for
bulk Voice and Text SMS Services**

TENDER REFERENCE	:	NHM/SMS/3431/2017-18/20292 Dated 23/10/2017
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	:	23/10/2017
DATE OF PRE BID MEETING	:	01/11/2017, 2:30 PM
LAST DATE & TIME OF RECEIPT OF BID	:	13/11/2017, 2:00 PM
TIME & DATE OF OPENING OF BID (TECHNICAL BID)	:	13/11/2017, 2:30 PM
PLACE OF OPENING OF BID	:	Office of the Mission Director National Health Mission, Assam Saikia Commercial Complex G. S. Road, Christianbasti, Guwahati - 781005
ADDRESS FOR COMMUNICATION	:	Office of the Mission Director National Health Mission, Assam Saikia Commercial Complex G. S. Road, Christianbasti, Guwahati – 781005
COST OF TENDER DOCUMENT	:	Rs. 2,000/- (Rupees Two thousand only)



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**Saikia Commercial Complex, Sri Nagar Path, Near Post office Bus Stand
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No: NHM/SMS/3431/2017-18/20292

Dated: 23/10/2017

Notice Inviting Tender (NIT) for bulk Voice and Text SMS Services

Sealed tenders in **TWO BID SYSTEM** affixing Court Fee Stamp of Rs 8.25 (or IPO of Rs 10.00 for bidders based outside Assam) only are invited by National Health Mission, Assam, from reputed Telecom Service Provider Companies for bulk Voice and Text SMS service at the Office of the Mission Director, National Health Mission, Assam. Interested bidders are requested to submit their tender along with the specified documents which will be received till 13/11 /2017 up to 2.00 P.M. The tender may be sent by Speed Post / Registered Post / Courier Services / in person in sealed cover addressed to “Mission Director, National Health Mission (NHM), Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam”. Tender received after the closing date & time shall not be entertained. The Mission Director, NHM Assam shall not be responsible for any postal delay.

1. General Conditions

- a) The bid document may be obtained from Office of the Mission Director, National Health Mission, Assam on payment of bid document fee of **Rs. 2,000/- (Rupees two thousand only)** by DD in favour of **State Health Society, Assam** or can be downloaded from the official website- www.nrhmassam.in. The bidder downloading the bid document from the website is required to deposit Rs 2000/- (non-refundable) as tender document fee, in the form of Demand Draft in favour of “State Health Society, Assam” payable at Guwahati while submitting the bid. Tenders without the fee Rs. 2,000/- will not be accepted.

- b) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the relevant clause of the bid document. The EMD of the successful bidder shall be retained till completion of the bidding process but shall not carry any interest. If the successful bidder fails to execute the agreement within the specified time, or withdraws his bid within the validity of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be returned within 30 days after the finalization of the bid. The EMD of the unsuccessful bidders will be returned within 60 days after the finalization of the tender and submission of performance security deposit amounting to 5% of the order value.
- c) Bids will be opened in the presence of bidders or their authorized representatives on the specified date and time as stipulated in the bid document.
- d) At any time prior to the date of submission of bid, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment. All prospective bidders who have received the bid document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, the Tender Inviting Authority may at its discretion, extend the date and time for submission of bids.
- e) Interested eligible bidders, if they so desire, may obtain further information from the office of the Tender Inviting Authority.
- f) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such proposal will be rejected and will not be considered for further process. Excuses like typographic error will not be entertained.
- g) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder shall be kept on holiday or blacklisted apart from other penal actions as deemed fit by NHM.
- h) The Tender Document is not transferable.
- i) NHM, Assam will release payment on the basis of deliverables and bill supplied by the vendor. Representative of NHM Assam will verify necessary details with outcomes as per normal expectations and terms and conditions of the Tender Document.
- j) The successful bidder shall have to agree to a service level of 99% or higher uptime and sign an agreement for the same (SLA).

- k) In case of consortium, bidder must provide relevant details of all parties forming the consortium. All the licensing requirements should be fulfilled by the prime bidder. The prime bidder shall be responsible for billing on its own behalf and on behalf of consortium partners.
- l) The bidder should have up to date mobile number database of all the Telecom Service Providers (Operator) operational in Assam.
- m) The bidder will put page number in each page of the proposal document. Total number of pages of the bid must be mentioned in the cover letter.**
- n) Unsealed Bid will not be accepted. It should be ensured that all envelopes (Main Envelope, sub envelope containing Technical Bid and sub envelope containing Price Bid) are properly sealed.**
- o) Bids shall remain valid for acceptance for a period of 90 days after opening of Bid. Bids with shorter validity shall be rejected.
- p) The validity of offer of the successful bidder shall be at least two years from the date of finalization of the order and the successful bidder will be bound to provide services at agreed rates and terms during this period.

2. Deliverables/ Services to be provided:

The successful bidders have to provide the following services:

a) SMS to be send by the Service Provider:

- Customized **Voice or Text SMS** to be send to all Mobile Phone customers of all Telecom Operators of the State of Assam. The objective is to send mass awareness message for specific event or programme.
- National Health Mission, Assam shall provide the content of the voice or text SMS along with the order and that should be delivered to all customers or selected customers as per schedule mentioned in the Order. For that purpose, the selected service provider will maintain up to database of mobile numbers of all Telecom Service Providers (Operator) operational in Assam.
- Provision of either voice or text SMS may have to be delivered in English, Assamese, Bengali, etc as per requirement.
- Delivery of the SMS should be strictly as per schedule as mentioned in the order. If SMS could not be delivered as per schedule, then that should be intimated immediately to the Office of the Mission Director, National Health Mission, Assam. As delivery of SMS is linked with certain purpose and scheduled date, there is possibility that, the order may be cancelled if the SMS not delivered on schedule date. Detail terms & conditions of delivery will be mentioned in each order separately. Punitive action like termination of agreement or other penal clause may be imposed failing to sending SMS as per schedule mentioned in the order.
- All sent message should have delivery details and should be accessible by NHM, Assam. Payment will be as per delivery details of SMS.
- One text SMS should have minimum
 - 160 characters for English
 - 70 characters for Unicode.
- One Voice SMS should have minimum 59 seconds.
- A web based user interface/tool should be provided with the following minimum provision:
 - To monitor the services.

- To view the delivery status.
- To view and download line listing of delivery report for specific period.
- To view the reports.
- Sender ID should be pre-defined and it should be approved by NHM before sending the SMS.

b) SMS to be send from NHM:

- Transactional bulk SMS with unlimited validity (till balance available). Bulk SMS shall be purchased with a unit of 5,00,000 (five lakhs) for Text SMS and 1,00,000 (one lakh) for voice SMS. Repeat order shall be placed as and when required. However, payment will be released on quarterly basis based on SMS delivered.
- Necessary software /API/interface should be provided to send Bulk SMS through web based system MS Excel etc.
- All sent message should have delivery details and should be accessible.
- A web based user interface/tool should be provided with the following minimum provision:
 - To monitor the services.
 - To view the delivery status.
 - To view the reports.
 - To view and download line listing of delivery report for specific period.
 - To view the utilization.
 - To view the balance.
 - To control the actions, etc.
- Minimum three number of Sender IDs to be provided.
- One text SMS should have minimum
 - 160 characters for English
 - 70 characters for Unicode.
- One Voice SMS should have minimum 59 seconds.
- In case of any SMS related issues NHM will lodge a complaint which should be attended immediately. If problem is not resolved within 24 hours after lodge of complaint, then penalty @Rs. 100/- per day shall be deducted from the bill.

- Payment will be released after completion of the work and submission of the bill in triplicate. Commissioning reports need to be enclosed. Effective billing will start from date of successful commissioning.

c) Other deliverables/ services:

- Uninterrupted Service must be provided.
- The selected vendor shall provide all technical support.
- The selected vendor should provide a contact number for attending complaints and to provide technical support which should be available on 24 X 7.
- The selected vendor will do all liaisoning & co-ordination job and will be a single point of contact for all issues.
- The selected vendor will have keep the database of delivery reports in the live server for at least two years or till completion of agreement period and settlement of bills which should be easily accessible by NHM through secured user login. Necessary login credential should be provided to National Health Mission, Assam.

3. Pre-qualification criterion and Documents to be submitted:

Bidder/ all consortium partners will have to provide the following particulars and should meet the following criterion:

SI	Pre-qualification criterion for the Bidder	Documents to be submitted
1	<ul style="list-style-type: none"> ▪ Should be registered body under the Company Registration Act/Indian Societies Registration Act or their state counterparts with minimum three years experience in providing bulk SMS service. 	<ul style="list-style-type: none"> ▪ Detail of the organization (including Name, Complete Address, Phone No, Contact Person, Email ID, Brief Description of the organization, etc) should be provided as per Annexure B. ▪ Self attested copy of the registration certificate. ▪ Self attested copy of the GST Registration certificate ▪ Self attested copy of the Income Tax PAN Card No. ▪ Self attested copy of the experience Certificate regarding providing bulk SMS Service.
2	<ul style="list-style-type: none"> ▪ Average Annual Turnover of the Bidder during last three financial years shall not be less than 1 Lakh. 	<ul style="list-style-type: none"> ▪ Annual Turnover of last 3 years (year wise break up need to be provided) as per Annexure C.
3	<ul style="list-style-type: none"> ▪ The bidder should not have been blacklisted by any government organization. 	<ul style="list-style-type: none"> ▪ Self-declaration certificate regarding the matter that the organization is not blacklisted by any Government Organization. ▪ Should submit a self declaration for not being under legal action for corrupt or fraudulent practices.
4	<ul style="list-style-type: none"> ▪ Other Documents (to be submitted by the bidder along with the 	<ul style="list-style-type: none"> ▪ Non refundable Court Fee Stamp of Rs 8.25 (or IPO of Rs 10.00 for bidders based outside

SI	Pre-qualification criterion for the Bidder	Documents to be submitted
	proposal)	<p>Assam) in favour of "State Health Society, Assam" only.</p> <ul style="list-style-type: none"> ▪ Bids must be accompanied by Earnest Money Deposit (EMD) in the form of Demand Draft/ Bankers Cheque in favour of State Health Society, Assam. EMD submitted in any other form or bids without EMD shall not be entertained. The amount of EMD shall be Rs. 5,000/- (Rupees Five thousand only). ▪ The proposal document shall be signed by the proposer in all the pages with official seal. ▪ Any deviations to our enquiry specifications/conditions shall be mentioned clearly in the offer. Otherwise it will be presumed that enquiry specification/ conditions are acceptable to you in its entirety and no changes will be allowed after placement of order. The technical & commercial requirements, wherever applicable, are specified in the attached questionnaire titled "Agreed Terms & Conditions" (Annexure-E) which should be filled in, signed & stamped on each page and shall be enclosed with your Technical Bid. Bids received without duly filled in questionnaire shall not be considered for evaluation.

4. **Technical Bid: Cover – A**

All the documents mentioned in “3. Pre-qualification criterion and Documents to be submitted” should be put in a separate sealed envelope and marked as “Technical Bid: Cover – A”.

The bidder shall put above documents in a **sealed cover** super scribed as "**TECHNICAL BID - COVER “A” - Notice Inviting Tender for bulk Voice and Text SMS Services**” and addressed to the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

5. **PRICE BID - COVER “B”**

The bidder shall put the duly signed Price Bid in a **sealed cover** Super scribed as "**PRICE BID COVER “B” - Notice Inviting Tender for bulk Voice and Text SMS Services**” and addressed to the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

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. Rates quoted

The bidder shall submit the Price Bid (Cover – B) in the format as mentioned below. The rates quoted shall be inclusive of all taxes and any other charges. The component of Tax should also be shown separately.

Price should be quoted as per format mentioned below only in the official letter head only.

Prices to be quoted showing Basic Price and GST separately in the Price Bid. The quoted price shall also be inclusive of cost of supply, installation and commissioning of the equipments at the Destination.

(To be submitted in official letter head)						
Price Bid						
Tender for bulk Voice and Text SMS Services						
Tender Reference No:						
Name of the Bidder:						
Sl	Name of Services	Basic Price (Rs.)	Tax (%)	Tax Amount (Rs.)	Total Unit Price (Rs.)	Total Unit Price in words
1	Outgoing Transactional Bulk Text SMS (Rate should be quoted on per SMS basis)					
2	Outgoing Transactional Bulk Voice SMS (Rate should be quoted on per SMS basis)					
Total						
<i>Note: Total Net Unit Cost (Voice + Text) will be treated as the evaluation criteria for Price Quoted by the bidder for selection of L1 bidder.</i>						
<p>Signature of the Bidder (with office seal)</p> <p>Name:</p> <p>Designation:</p> <p>Contact No:</p>						

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 super scribed as “**Notice Inviting Tender for bulk Voice and Text SMS Services**” and addressed to the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

7. 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.

8. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:

The validity of offer of the successful bidder shall be at least 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.

9. ACCEPTANCE OF TENDER

(i) Tender Evaluation

In the first stage, the tenders will be evaluated with reference to various criteria of technical bid. Price bid of only technically qualified bidders will be opened. L1 bidder shall be selected based on the lowest rate quoted by the technically qualified bidders. Conditional discounts shall not be taken into account for price comparison. Financial bids will be opened for technically qualified bidders only.

(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.

10. AGREEMENT

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

11. SECURITY DEPOSIT

The successful bidder, within 10 days of issue of the order, shall be required to submit Security Deposit of 5% of the order value in the form of Bank Guarantee (BG) from any Indian Scheduled-A Bank in favour of "State Health Society, Assam" valid for a period of 2 years from the date of issue of order.

12. SUPPLY & SERVICE CONDITIONS

a) Work Order

Work order shall be placed on the successful bidder at the discretion of the Tender Inviting Authority.

b) Specifications and Quality

The services provided by the bidder shall be of the best quality and shall comply with specifications, stipulations and conditions specified.

c) Delivery Period

The SMS service should be provided within 30 days from the date of acceptance of the Tender. The SMS should be delivered as per schedule mentioned in the order when required by National Health Mission, Assam.

d) Penalty for Delayed Delivery/ Rejection of Bill

- I. Bill shall not be paid, if the delivery of SMS is not as per schedule (unless extension notice issued) in case of SMS to be send by the service provider. If the bidder fails to execute the order, 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.

- II. In case there is delay in commissioning of Bulk SMS service beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5 per cent of the value of the delayed goods per day of delay or part thereof subject to a maximum of 10 per cent of the total order value. Once the maximum price reduction is reached, termination of the contract may be considered. Non-compliance 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.
- III. In case of any SMS related issues NHM will lodge a complaint which should be attended immediately. If problem is not resolved within 24 hours after lodge of complaint, then penalty @Rs. 100/- per day shall be deducted from the bill.

13. FORCE MAJEURE

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

14. PAYMENT PROVISIONS

- a) No advance payments will be made to the successful bidder.
- b) Payments towards the supply of the product will be made strictly as per rules of the Tender Inviting Authority.
- c) Without Agreement and Performance Security Deposit, payment shall not be released.
- d) **For SMS send by the Service Provider:**
 - Payments will be released after completion of the work as per order.
 - Bill in triplicate along with the detail delivery report should be submitted for release of the payment.
 - As delivery of SMS is linked with certain purpose and scheduled date, payment may not be released if the Delivery is not as per schedule unless there is specific extension order from NHM.
 - Delivery status will be cross verified in the online portal of the service provider before release of payment. Hence, detail delivery report should be available in the live server of the service provider.
- e) **For SMS send by NHM:**
 - Payments will be released on quarterly basis.
 - Bill in triplicate along with the detail delivery report should be submitted for release of the payment.
 - In case of any SMS related issues NHM will lodge a complaint which should be attended immediately. If problem is not resolved within 24 hours after lodge of complaint, then penalty @Rs. 100/- per day shall be deducted from the bill.
- f) 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.

g) In case of any enhancement in tax due to notification of the Government after the date of submission of bids and during the validity period of contract, the quantum of additional tax so levied will be allowed to be charged extra as a separate item without any change in price structure under the tender. For claiming the additional cost on account of the increase in tax, the bidder should produce a letter from the concerned Authority confirming payment of additional tax on the items to the Tender Inviting Authority and also must claim the same in the invoice separately.

15 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.

16 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 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 Health Mission, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

17 LAWS GOVERNING THE CONTRACT & JURISDICTION

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

The proposal may be submitted to:

**The Mission Director
National Health Mission, Assam
Saikia Commercial Complex
G. S. Road, Christianbasti
Guwahati – 781005, Assam**

Incomplete application form or application submitted by organizations that do not fulfill eligible criteria will be rejected.

-Sd/-
(J.V.N. Subramanyam, IAS)
Mission Director
National Health Mission, Assam

Annexure –A
UNDERTAKING

To

Mission Director,
National Health Mission, Assam

Tender No. _____

For _____

Sir,

- I, Shri _____, on behalf of M/s _____ having registered office at _____ and branch office at-----, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of two year from the date of award of contract to us.
- We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT shall be forfeited by us.
- The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
- We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
- 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 B
Information of the Bidder

1	Name of the Bidder	
2	Registration No and Valid Up to	
3	Address of the Registered Office	
	Phone No:	
	Fax No:	
	Official Email ID:	
4	Year of Establishment	
5	Total years of experience in Bulk SMS service	
6	Type of Organization (Govt. Undertaking/ Corporation/ Public Limited/ Private Limited)	
7	Name & Designation of the Authorized Signatory	
8	Contact Person	
	Name:	
	Designation:	
	Phone No:	
	Fax No:	
	Mobile No:	
	Email ID:	
9	Website	
10	Address of Guwahati/ Assam Office	
11	Contact Person of Guwahati/ Assam Office	
	Name:	
	Designation:	
	Phone No:	
	Fax No:	
	Mobile No:	
	Email ID:	
12	Brief Description of the organization	

Annexure C

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 is true and correct.

Sl	Year	Turnover (Rs. In Lakh)
1		
2		
3		
Total		
Average turnover per annum		

Date :

Signature of Auditor/

Chartered Accountant

Seal :

(Name in Capital)

ANNEXURE-D

AGREED TERMS & CONDITIONS

Tender No. & Date _____

- **Details of Bidder**

Bidder Name:

Offer Ref:

Contact Person:

Telephone No:

Signature:

Fax No:

E-mail:

- **Definitions**

- “Purchaser” means the Mission Director, National Health Mission, Assam or his authorized representative.
- “Bidder” means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
- “Vendor” or “Supplier” means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
- “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 acceptance of the Deliverables as per Tender Document.	
2.	In case of deviations, confirm that the same have been highlighted separately.	

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
3.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
4.	Confirm that all certificates/ documents furnished and Court Fee stamp affixed.	
5.	Confirm that EMD and Tender Document Fee enclosed	
6.	Confirm that Transactional bulk voice and text SMS with unlimited validity.	
	D. Commercial	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price is inclusive of all cost and also inclusive of all taxes/duties and any other incidental charge.	
3.	Confirm furnishing of price break-up of each item showing basic price and GST 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 clause 4 above is not acceptable, advice maximum possible rate of additional ED chargeable; this shall be loaded to your price.	
6.	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.	

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
7.	Confirm acceptance of Delivery Period as indicated in the tender document.	
8.	Confirm acceptance of relevant payment terms specified in the tender document.	
9.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the tender document.	
10.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
11.	Confirm acceptance of Part Order.	
12.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
13.	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.	
14.	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.	
15.	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.	
16.	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 – E
Agreement Format

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Supplier:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Technical Specifications)

- (e) The Supplier's bid and original Price Schedules
- (f) The Purchaser's Notification of Award (Order No)
- (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 _____

===XXX===