



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

Saikia Commercial Complex, G. S. Road, Christianbasti, Guwahati - 781005

Ph. No. 0361 – 2340236:: Fax No. 0361 – 2340238

Website : www.nrhmassam.in E_mail ID : misnrhm.assam@gmail.com

No: NRHM/MIS/COMP/761/2012-13/Pt-1/43688

Dated: 19th March 2013

SHORT TENDER NOTICE FOR SUPPLY OF MFP LASER PRINTER

Tender Reference No	:	NRHM/MIS/COMP/761/2012-13/Pt-1/43688
Date of uploading of Tender Documents	:	20th March, 2013
Date of sale of Tender	:	20th March, 2013
Last date of Sale of Tender	:	25th March, 2013
Last Date and Time of receipt of Tender	:	26th March till 2 pm
Date and Time of opening Tender	:	26th March 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	:	Office of the 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



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Website : www.nrhmassam.in E_mail ID : misnrhm.assam@gmail.com

No: NRHM/MIS/COMP/761/2012-13/Pt-1/43688

Dated: 18th March 2013

SHORT TENDER NOTICE FOR SUPPLY OF MFP LASER PRINTER

Sealed tenders in **TWO BID SYSTEM** affixing Court Fee Stamp of Rs 8.25 only are invited by NRHM, Assam, from reputed Manufacturer/ Dealer/ Distributor/ Firm for supply and installation of approximately 290 nos of “Multi Function Laser Printer” as per specification mentioned in Annexure -A. Interested firms are requested to submit their tender along with the specified documents which will be received till 26-03-2013 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 Rural Health Mission (NRHM), Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.**” Tender received after the closing date & time shall not be entertained. The Mission Director NRHM Assam shall not be responsible for any postal delay.

1. LAST DATE FOR RECEIPT OF TENDERS.

Sealed Tenders in two separate covers {Technical Bid (Cover “A”) and Price Bid (Cover “B”)} will be received till **26-03-2013** up to **2 PM** by the Mission Director, National Rural Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005.

2. ELIGIBILITY CRITERIA & DOCUMENTS TO BE SUBMITTED

The Eligibility Criteria and the documents required thereof are given in the table below:

Sl	Eligibility Criteria	Documents to be submitted
1	Should be a reputed Registered Manufacturer/ Dealer/ Distributor / Firm for supply of Printer for at least 3 years of experience	<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. ➤ Attested/Notarized copy of the registration certificate. ➤ Attested/Notarized copy of the updated valid VAT Registration certificate ➤ Attested/Notarized copy of the Up-to-date Trade license ➤ Income Tax PAN Card No (Photocopy of the PAN Card need to be submitted). ➤ Authorization letter of the OEM of the product as mentioned in Annexure-A in the official letter head with seal and signature must be submitted along with the proposal.
2	<p>The manufacturer of the product shall have market standing continuously for the past 3 years in supplying Printer, etc to customers' satisfaction.</p> <p>The product quoted should have good market standing and consumable of the product quoted like Cartridge, etc. should be available in the market of all Districts of Assam.</p>	<ul style="list-style-type: none"> ➤ District wise List of Customer Support Centre and Authorized Distributor/ Dealer of Cartridge of the Model proposed as per Annexure-D ➤ Detail Technical Specification of the products as per Annexure-A ➤ All technical details are to be furnished for further evaluation. Relevant catalogues/literatures/drawings (if any) for the offered items shall be enclosed

SI	Eligibility Criteria	Documents to be submitted
		<p>with the Technical Bid</p> <ul style="list-style-type: none"> ➤ Undertaking of Warranty support as mentioned in the proposal. Certificate of the Manufacturer regarding Post Sale Service in the Official Letter Head to be included in the proposal. ➤ Undertaking of the Manufacturer regarding availability of the Cartridge of the quoted product in all districts of Assam.
3	Should have an average annual turnover of at least Rs 30.00 Lakhs during the last 3 financial years	<ul style="list-style-type: none"> ➤ Average annual turnover statement of last 3 financial years in the prescribed format (Annexure-C)
4	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.
6	Other Documents (to be submitted by the bidder along with the proposal)	<ul style="list-style-type: none"> ➤ Non refundable 2. Court Fee Stamp of Rs 8.25 (or IPO of Rs 10.00 in favour of “State Health Society, Assam” for bidders based outside Assam) only. ➤ 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. 60,000/- (Rupees Sixty thousand only). The EMD

SI	Eligibility Criteria	Documents to be submitted
		<p>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.</p> <ul style="list-style-type: none"> ➤ Undertaking as per Annexure E ➤ The proposal document shall be signed by the proposer in all the pages with official seal. ➤ Value added services that will be included free of cost along with the product. ➤ Any other information, which may be useful in the process of evaluation ➤ 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-F) which should be filled in, signed & stamped on each page and shall be enclosed with your Technical

SI	Eligibility Criteria	Documents to be submitted
		Bid. Bids received without duly filled in questionnaire shall not be considered for evaluation.

3. GENERAL CONDITIONS.

- a) The bid document may be obtained from Office of the Mission Director on payment of bid document fee of Rs.500/- 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 500/- (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 500/- will not be accepted.
- b) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the relevant clause of the bid document.
- c) Bids will be opened in the presence of bidders or their authorized representatives on the specified date and time as stipulated in the bid document.
- d) At any time prior to the date of submission of bid, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment. All prospective bidders who have received the bid document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, the Tender Inviting Authority may at 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 NRHM.

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" TENDER FOR SUPPLY OF MFP LASER PRINTER" DUE on 26th March, 2013 and addressed to the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

5. PRICE BID - COVER “B”

The bidder shall put the duly signed Price Bid in a sealed cover Super scribed as **“PRICE BID COVER “B” TENDER FOR SUPPLY OF MFP LASER PRINTER” DUE on 26TH MARCH, 2013** and addressed to the Mission Director, National Rural 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.

Prices to be quoted on FOR DESTINATION basis showing Basic Price and Tax/VAT 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.

Price Bid									
Name of the Party:									
Sl	Name of the Item	Make/ Model No	Basic Price	Tax in %	Taxable Amount (in Rs.)	Discount (If any)	Net Unit Cost	Warranty (in years)	Remarks
1	MFP Laser Printer								
Total									
Add (If any extra charge applicable)									
Net Amount (Price Quoted by the Bidder. It will be treated as the evaluation criteria for Price Quoted by the bidder)									

6. COVER FOR TECHNICAL BID & PRICE BID

The two separately sealed covers Technical Bid (Cover "A") and Price Bid (Cover "B") shall be placed together inside another cover which shall be sealed and superscribed as **TENDER FOR SUPPLY OF MFP LASER PRINTER" DUE on 26th MARCH, 2013** and addressed to the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

7. OPENING OF COVER "A" AND COVER "B" OF TENDER

(a) Bidders or their authorized representatives are entitled to be present on the date and time of opening of Technical Bid - Cover "A".

(b) Only those bidders whose Technical Bids are found acceptable after technical and commercial evaluation will be invited to be present at the date and time of opening of Price Bid - Cover "B". The price bids of bidders not found technically qualified will not be opened.

8. VALIDITY OF BID:

Bids shall remain valid for acceptance for a period of 90 days after opening of Technical Bid i.e. Cover 'A'. Bids with shorter validity shall be rejected. Tender Inviting Authority may solicit bidders consent for an extension of validity period. A bidder may refuse extension request without forfeiting their EMD.

9. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:

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

10. ACCEPTANCE OF TENDER

(i) Tender Evaluation

Tenders will be evaluated with reference to various criteria of technical bid and thereafter on the basis of the price per unit (landed price per unit) for determining the L1 (Lowest) Rate from amongst those qualifying the technical bid stage. Conditional discounts shall not be taken into account for price comparison.

(ii) Right to Reject Tender

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

(iii) Tender Acceptance

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

(iv) Agreement

The successful bidder shall execute an agreement on a non-judicial stamp paper of the 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 or within 10 days from the date of issue of order

11. 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 six 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 will be forfeited.

12. NON ASSIGNMENT OR SUB- LETTING

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

13. COMMUNICATION

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

14 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.

15. SUPPLY CONDITIONS

a. Specifications and Quality

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

b. Delivery Period

The items are to be delivered and install at the locations within 15 days from the date of receipt of order. 290 nos of MFP Laser Printer for different Health Institutions (District HQ/ CHC/ Block PHC/ Mini PHC/ SHC/ SD) in the State. Detail list of locations will be shared along with the work order.

c. Warranty

Minimum 3 years onsite warranty with certificate.

d. 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 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
- ii. 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.

16 Payment Terms

- Payment will be 100% after receipt, installation and successful commissioning of equipments at destination.
- Payment will be released only after submission of Security Deposit of 5% of the Total Order value in the form of Bank Guarantee (BG) from any Indian Scheduled-A Bank in favour of the Tender Inviting Authority valid for a period of 1 year from the date of supply. However, if the supplier fails to provide support for 1 year during the warranty period, the bank guarantee shall be encashed and the amount will be forfeited.
- Installation Report and Delivery Challan must be submitted along with the Bill.
- Payment will be released only after submission of warranty certificate of the OEM for each individual items.

Last date of submission of proposal in sealed envelope is **2:00 PM** of **26/03/2013**. The proposal may be submitted to:

**The Mission Director
National Rural 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/–
(Prateek Hajela)
Mission Director, NRHM, Assam &
Commissioner & Secretary to the Govt. of Assam
Health & Family Welfare Department

Annexure A

Detail Specification of the Items to be supplied

SI	Item	Make / Model No/ DGS&D Item No	Specification
4	MFP Laser Printer	Preferred Make/Model: HP LaserJet M1136 MFP (Multifunction Printer) Or equivalent model of other OEM. However, the bidder will have to certify availability of consumables like Cartridge, etc in all Districts of Assam	Multifunction Printer: Print/copy/scane Print speed black(normal,A4) : Minimum 18 ppm (19ppm Ltr) Print quality black : Minimum 600 x 600 dpi (1200 dpi effective) Print technology : Laser Standard memory : Minimum 8 MB Processor speed : Minimum 400MHz First page out black: Before 10 sec Media sizes supported : Paper (plain, laser), envelopes, transparencies, labels, cardstock, postcards Duty Cycle : Minimum 8000 pages per month Connectivity, standard : Hi-Speed USB 2.0 Compatible operating systems : Microsoft Windows Operating System (including Windows 7, Windows Vista, Windows XP, etc) Power consumption active : 220 -240 VAC Smart Install technology (Plug & Play) Auto- On , Auto-Off Technology should be available Warranty: Minimum 3 years onsite warranty with certificate

Annexure B
Information of the Bidder

Sl		
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	Type of Organization (Govt. Undertaking/ Corporation/ Public Limited/ Private Limited/etc)	
6	Name & Designation of the Authorized Signatory	
7	Contact Person	
		Name:
		Designation:
		Phone No:
		Fax No:
		Mobile No:
5	Website	
6	Address of Guwahati/ Assam Office	
7	Contact Person of Guwahati, Assam Office	
		Name:
		Designation:
		Phone No:
		Fax No:
		Mobile No:
8	Date of Operational of Service in India	
9	Date of Operational of Service in Assam	
10	Brief Description of the organization	

Annexure - C

ANNUAL TURNOVER STATEMENT OF THE BIDDER

The Annual Turnover of M/s _____ for the past three years 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

Annexure D
District wise List of Customer Support Centre in Assam

Sl	Name of the District	Support Centre of Printer (Name, Address, Contact Person name, Contact Person Phone No)	Authorized Dealer/ Distributor/ Dealer of the Cartridge (Name & Address of at least one dealer per district)
1	Central Call Centre Information		
2	Guwahati Support/ Service Centre		
3	Barpeta		
4	Baksa		
5	Bongaigaon		
6	Cachar		
7	Chirang		
8	Darrang		
9	Darrang		
10	Dhemaji		
11	Dhubri		
12	Dibrugarh		
13	Goalpara		
14	Golaghat		
15	Hailakandi		
16	Jorhat		
17	Kamrup Metro		
18	Kamrup Rural		
19	Karbi Anglong		
20	Karimganj		
21	Kokrajhar		
22	Lakhimpur		
23	Morigaon		
24	Nagaon		
25	Nalbari		
26	Dima Hasao		
27	Sivasagar		
28	Sonitpur		
29	Tinsukia		
30	Udalguri		

ANNEXURE E

UNDERTAKING

To

Mission Director,
National Rural Health Mission, Assam

Tender No. _____
For _____

Sir,

1. 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.
2. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
3. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
4. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
5. 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-F

AGREED TERMS & CONDITIONS

Tender No. & Date _____

A. Details of Bidder

Bidder Name:

Offer Ref:

Telephone No:

Fax No:

Contact Person:

Signature:

E-mail:

B. Definitions

1. "Purchaser" means the Mission Director, National Rural Health Mission, Assam or his authorized representative.
2. "Bidder" means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
3. "Vendor" or "Supplier" means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. "Site" means the premises of the purchaser or any other place as decided by the Purchaser.

NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid, (Cover A). Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	C. Technical	
1.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
2.	In case of deviations, confirm that the same have been highlighted 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 acceptance of Guarantee condition indicated in the GPC	
	D. Commercial	
1.	It is noted that any deviations to the commercial terms	

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price is inclusive of cost equipment, installation & commissioning 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 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 in the tender document.	
10.	Confirm acceptance of relevant payment terms specified in the tender document.	
11.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the tender 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 your quoted/agreed prices with any other Government department/institution or PSU. 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	

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
15.	Confirm acceptance of Part Order.	
16.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
17.	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.	
18.	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.	
19.	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.	
20.	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

NATIONAL RURAL HEALTH MISSION, ASSAM
General Purchase Conditions

Definitions:

"Purchaser" means "National Rural Health Mission, Assam"

'Supplier' means a Person or Firm or Company, to whom the order is addressed, for supply of goods and/or services.

"PO" means Purchase Order.

1. Price Basis

Quoted prices shall be on FOR destination basis (or FOR District Headquarters basis, as the case may be) with break-up of taxes and duties,

2. Firm Price

Quoted prices shall remain firm and fixed till complete execution of the order.

3. Payment Term

Unless otherwise specified in the PO/Tender Document, the payment term shall be "100% within 30 days of receipt and acceptance of goods."

4. Transportation

Transportation of goods and transit insurance upto the specified destination will be by road or as specified in the PO and shall be in supplier's scope.

5. Packing, Marking, Shipping & Documentation

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

6. Test Certificate

Where applicable, test certificate of representative samples conforming to PO specifications from the Manufacturer/Govt. approved laboratory/NABL approved laboratory/Purchaser's nominated agency or as mentioned in the PO must be furnished along with supplies. In case of 3rd Party Inspection, the Inspection Reports must also accompany the despatch documents

7. Guarantee

Supplier shall give guarantee against any and all defects in design, workmanship of material and performance for a minimum period of 36 months (or as specified in the PO) from the date of commissioning/installation. Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the supplier and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the supplier. The guarantee period for such repaired/replaced goods shall again be 36 months from the date of commissioning/installation.

8. Taxes & Duties

In case of any enhancement of Taxes and/ or Duties or levy of fresh Taxes/ Duties due to Statutory Act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item. However, the same shall not be borne by the purchaser in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract. Further, in case a successful bidder has been enjoying Excise Duty exemption on any criteria like turnover etc. and at a later date, during currency of the contract, even if Excise Duty becomes chargeable on goods manufactured, the same shall be to the supplier's account and shall not be borne by the purchaser.

9. Delivery Period/Delayed Delivery/Non Performance

- a) The delivery period quoted/agreed shall be strictly followed. Failing supplies in time, purchaser reserves the right to cancel the order and take alternative procurement action solely at the risk and cost of the supplier.
- b) In case there is delay in delivery beyond the stipulated period/date mentioned in the PO, there shall be reduction in price @ 0.5% of the value of delayed goods/services per week of delay or part thereof subject to a maximum of 10% of the total order value.
- c) Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the supplier liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and Bank Guarantee for Performance and other penal provisions.

10. Force Majeure

The above condition of delivery period, price reduction & non-performance 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 and freight embargoes. On specific request made by the supplier the time period of supply may be extended by the purchaser 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.

11. Repeat Order

Repeat Order shall be acceptable to the supplier within 24 months from the date of the PO at the same prices, terms & conditions.

12. Part Order

Part order shall be acceptable to the supplier. However, the quantity mentioned in the enquiry documents for each item shall be ordered on one supplier. All applicable lump sum charges, if any, shall be pro-rata on value basis.

13. Changes in Terms & Conditions

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

14. Arbitration

Any dispute whatsoever in any way arising out of or relating to the PO shall be referred to arbitration of the Mission Director, National Rural Health Mission, Assam or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of National Rural Health Mission, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

15. 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/order such dispute would be subject to the jurisdiction of the Court within the city of Guwahati only.

16. Acceptance of Order

The supplier shall acknowledge receipt and acceptance of the Purchase Order by signing and returning a Photostat copy within 10 days from the date of the order, failing which, the Purchase Order shall be deemed to have been accepted by the supplier.

17. Conflict among other Terms and Conditions

In case of conflict between these General Terms & Conditions and any other special or typed conditions agreed to and mentioned in the Purchase Order, the latter shall prevail to the extent applicable.

18. Non Assignment

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

19. Control Regulations

Supplier shall arrange for supply and despatch in strict conformity with the control regulations applicable and after obtaining permits, if any, under the regulations in force from time to time.
