



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

No: NHM/MIS/SERVER/3585/2017-18/25310

Dated: 28/12/2018

SHORT TENDER NOTICE

FOR SUPPLY AND INSTALLATION OF ONE RACK SERVER ALONG WITH WINDOWS OPERATING SYSTEM

Short Tender Reference No	:	NHM/MIS/SERVER/3585/2017-18/25310 Dated 28/12/2018
Date of uploading of Tender Documents	:	28/12/2018
Date of sale of Tender	:	28/12/2018
Date of Pre-Bid Meeting	:	02/01/2019 at 11:30 AM
Last Date and Time of receipt of Tender	:	08/01/2019 up to 2.00 PM
Date and Time of opening Tender	:	08/01/2019 at 2.30 PM
Place of opening Tender	:	Office of the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam
Address for Communication	:	Office of the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam
Cost of Tender Documents in Demand Draft	:	Rs 2000/- (Rupees Two Thousand) only in the form of Demand Draft in favour of "State Health Society, Assam"



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NATIONAL HEALTH MISSION, ASSAM**

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**STATE HEALTH SOCIETY, ASSAM
NATIONAL HEALTH MISSION, ASSAM**

**SHORT TENDER NOTICE
SUPPLY AND INSTALLATION OF ONE RACK SERVER ALONG WITH WINDOWS OPERATING SYSTEM**

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 NHM, Assam, from reputed Manufacturer/ Dealer/ Distributor/ Firm for supply and installation of one rack Server along with Windows Operating System as per specification mentioned in **Annexure -A**. Interested bidders are requested to drop their Tender along with the specified documents at Tender Box kept at 4th floor in front of HDR Cell at Office of the Mission Director National Health Mission (NHM), Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005 which will be received **08/01/2019 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), 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. ELIGIBILITY CRITERIA & DOCUMENTS TO BE SUBMITTED

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

Sl. No.	Eligibility Criteria	Documents to be submitted
1	Should be a reputed Registered Manufacturer/ Dealer/ Distributor / Firm for supply of Server 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. ➤ Self Attested copy of the Registration Certificate. ➤ Self Attested copy of the GST registration certificate. ➤ Self Attested photo copy of PAN Card.
2	The quoted product should comply the specification mentioned at Annexure –A and should also have market demand.	<ul style="list-style-type: none"> ➤ Detail technical specification/ Data sheet of the quoted product should be submitted. ➤ Authorization Certificate from the manufacturer should be submitted as per (Annexure –E).
3	Bidder should have an average annual turnover of at least Rs 3 Lakhs. (three 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. ➤ Undertaking as per Annexure D.
5	Other Documents (to be submitted by the bidder along with the proposal)	<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 Assam) in favour of “State Health Society, Assam” only. ➤ Bids must be accompanied by Earnest Money Deposit (EMD) in the form of Demand Draft/ Bankers Cheque in favour of “State Health

Sl. No.	Eligibility Criteria	Documents to be submitted
		<p>Society, Assam". EMD submitted in any other form or bids without EMD shall not be entertained. The amount of EMD shall be Rs. 20,000/- (Rupees Twenty thousand only).</p> <ul style="list-style-type: none"> ➤ 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-F) 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.

2. GENERAL CONDITIONS.

- a) The bid document may be obtained from Office of the Mission Director on payment of bid document fee of Rs. 2,000/- by DD in favour of State Health Society, Assam or can be downloaded from the official website <https://nhm.assam.gov.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) **Bidders that are currently registered and valid till the last date of submission of the tender document or eligible Micro and Small Enterprises (MSEs) are exempt from payment of Tender fee and Earnest Money Deposit (EMD). However, the bidder will have to submit a certified copy of its valid registration details.**
- d) 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.
- e) 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.
- f) Interested eligible bidders, if they so desire, may obtain further information from the office of the Tender Inviting Authority.
- g) 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.
- h) 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 National Health Mission, Assam.

3. AFTER SALES WARRENTY SERVICE CONDITIONS:

- a) National Health Mission will register Service Calls only at the local vendor/ company office or their authorized dealer / agent / service centre by telephone or e-mail. At least three local active service numbers & one e-mail ID to be provided.

- b) Calls to be attended within Three hour (3 hrs) of the Call registered.
- c) Maximum downtime for Server should not more than 48 hrs.
- d) During the entire warranty period, defective parts to be replaced only by new equivalent (same make & model as the original) parts.
- e) After completing one service call at the user location, proper Service Report to be filled & signed.
- f) Quarterly progress report must be submitted to the Mission Director, National Health Mission, Assam along with call log details (user detail, call log no, call log time, call closed time, details of service provided) which should be supported by copy of service reports duly signed by the user. Quarterly report should be submitted within 15th day of the month ending the quarter. **Penalty @Rs. 200/- per day will be imposed for delay in submission of quarterly report. If the vendor failed to submit quarterly report for more than six months after crossing due date, then the security deposit will be forfeited and other punitive action like blacklisting of the vendor will be considered.** In that case, first show cause notice will be issued to the vendor and if satisfactory reply not received within 7 days, then punitive actions mentioned above will be imposed.
- g) Following points will be marked as Unsatisfactory After Sales Service, if:
 - a. A Call is not attended within 24 hour of the Call logged.
 - b. Server is down for more than 48 hours.
 - c. Technical incompetence of the Service Personal.
 - d. Improper / illegitimate activities by the Service Personal.
- h) Penalty will be imposed if the After Sales Service of the vendor is not satisfactory during the warranty period.
- i) Penalty amount will be deducted during release of security deposit.
- j) **Penalty will be imposed as per the following list, if the After Sales Service of the vendor is not satisfactory:**

Sl. No.	Criteria	Penalty
1	A call is open for more than 48 hours from the call logged	Rs. 200/- per day till it is fully repaired

- k) **Penalty value will be calculated on quarterly basis. If the total penalty value crossed the security deposit amount, then the security deposit will be forfeited and other punitive action like blacklisting of the vendor will be considered.**

4. TECHNICAL BID- COVER “A”

All the documents mentioned in “1. 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” - **SHORT TENDER NOTICE FOR SUPPLY AND INSTALLATION OF ONE RACK SERVER ALONG WITH WINDOWS OPERATING SYSTEM**” 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” SHORT TENDER NOTICE FOR SUPPLY AND INSTALLATION OF ONE RACK SERVER ALONG WITH WINDOWS OPERATING SYSTEM**” and addressed to the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

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) Rates quoted:

- The bidder shall submit the Price Bid (Cover – B) in the format as mentioned below only in the **official letter head**.
- The rates quoted shall be inclusive of all taxes and any other charges.
- Prices to be quoted on FOR DESTINATION basis showing Basic Price and Tax 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.
- In case of error in calculation of “Net Unit Cost”: “Net Unit Cost” calculated based on “Basic Unit Price” and Tax (%) shall be considered for final evaluation.
- Price should be quoted as per format mentioned below only. Price quoted in other format shall not be considered:

<u>(To be submitted in official letter head)</u>							
<u>Financial Proposal (Price Bid)</u>							
(Tender for Supply and Installation of one Rack Server along with Windows Operating System)							
Name of the Bidder:							
Tender Ref No:							
Sl	Name of the Item	Make/ Model No	Basic Price (in Rs.)	Tax in %	Tax Amount (in Rs.)	Net Unit Cost including taxes (in Rs.)	Total Unit Cost including taxes in words
1	Server and Server Operating System with 3 years Warranty						
Note: <ul style="list-style-type: none"> ➤ Net Unit Cost will be treated as the selection criteria for L1 bidder in the commercial bid evaluation. ➤ Conditional discount shall not be considered for price evaluation. 							
Seal & Signature of Authorized Representative Name: Designation: Date:							

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 “**SHORT TENDER NOTICE FOR SUPPLY AND INSTALLATION OF ONE RACK SERVER ALONG WITH WINDOWS OPERATING SYSTEM**” and addressed to the Mission Director, National 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.

11. AGREEMENT

The successful bidder shall execute an agreement for three years 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.

12. SECURITY DEPOSIT

The successful bidder(based on performance of warranty period), 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 “State Health Society, Assam” valid for a period of **Four years** 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 and the bidder will be prohibited to participate in any tender under NHM for next 5 years.

If the supplier fails to provide onsite support during the warranty period, the bank guarantee shall be encashed and the amount will be forfeited.

13. 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.

14. 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.

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. 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, installed and commissioned at Office of the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam within **20 days** from the date of receipt of the order.

c. Warranty

Minimum 3 years Warranty (with warranty certificate) from the date of installation.

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.

17. JURISDICTION OF COURT

Legal proceedings if any shall be subject to Gauhati High Court, Guwahati, Assam jurisdiction only.

18. PAYMENT TERMS

- a) No advance payments will be made.
- b) Payment will be 100% after receipt, installation and successful commissioning of equipments at destination.
- c) Bill should be submitted in triplicate. Following documents should be furnished along with the bill:
 - (i) Original Delivery Challan must be submitted along with the Bill.
 - (ii) Installation report should be submitted for each item.
 - (iii) Warranty certificate of the OEM for the item.
- d) Payment will not be released without 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 **“STATE HEALTH SOCIETY, ASSAM”** valid for a period of **4 Years** from the date of supply.

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

Detail Specification of Server

Technical Specification of Server			
Sl	Items	Specifications	Qty
1	SERVER with Operating System	<p>Server Type: Rack Mountable (2U Rack).</p> <p>Processor: Two nos of Intel Xeon Gold 6134 Processor or higher with minimum clock speed of 3.20 GHz, 24.75 MB L3 Cache, 8 Cores and 16 Threads.</p> <p>Chipset: Server Motherboard based on Intel C620 Series Chipset, Fully compatible with the processors.</p> <p>RAM: Minimum 256 GB DDR-4 or higher (2666 MHz or better) expandable up to minimum of 512 GB.</p> <p>HDD: Minimum 4 x 1 TB 10K RPM, SAS 12 Gbps Hard Drive HotPlug (Upgradeable to 16TB) with minimum 8 Hot Swap Drive bays for HDD.</p> <p>Graphics: Integrated HD Graphics.</p> <p>RAID Controller: Hardware RAID controller for RAID levels 0,1, 0+1, 5, 6.</p> <p>Optical Drive: DVD R+W</p> <p>Network interfaces: Minimum 4 integrated Gigabit Ethernet ports.</p> <p>Ports: At least 1 VGA, 1 serial, 4 USB 3.0 and 1 management port.</p> <p>Monitor: 18.5 inch Monitor of same OEM.</p> <p>Keyboard and Mouse: Keyboard and optical mouse of same OEM.</p>	1 nos

Technical Specification of Server			
Sl	Items	Specifications	Qty
		<p>Operating System: Windows Server 2016 standard Edition with appropriate license(Core+ Client Access Licenses).</p> <p>OS Support: Supportable to install window OS and open source operating systems like Red Hat, Fedora etc.</p> <p>Power supply: N+N redundant power supply. The power supply modules shall be hot swappable.</p> <p>Cooling Fan: Redundant hot swappable fully populated cooling fans.</p> <p>Miscellaneous: Required Power Cables, Four Ethernet patch cords, Rail kit for 19" rack mount and other necessary items for proper working of Server to be provided.</p> <p>Management: Integrated Remote Management card for monitoring, alerting, trouble shooting (via secure web GUI, telnet), Remote virtual media, OS deployment etc.</p> <p>Driver/Software Utility: System utilities with all required device driver software as per above configuration for OS Installation, System Configuration and for server management.</p> <p>Warranty: Minimum 3 years onsite comprehensive warranty.</p>	

Annexure B
Information of the Bidder

SI		
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:	
	Email ID:	
5	Website	
6	Address of Guwahati/ Assam Office	
7	Contact Person of Guwahati, Assam Office	
	Name:	
	Designation:	
	Phone No:	
	Fax No:	
	Mobile No:	
	Email ID:	
8	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.		
2.		
3.		
Total		- Rs. _____ Lakhs

Seal & signature of
Chartered Accountant

Annexure D
UNDERTAKING

To

Mission Director,
National 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.
6. We hereby declare that, our organization is not blacklisted by any Government Organization.
7. We hereby declare that, our organization is not under legal action for corrupt or fraudulent practices

SIGNATURE :
NAME & DESIGNATION :
DATE :
NAME & ADDRESS OF THE FIRM :

ANNEXURE-E

MANUFACTURER'S AUTHORISATION LETTER AND UNDERTAKING OF WARRANTY FOR SERVER

No.

Dated.....

To

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

Sub: Authorization letter and undertaking of warranty Server.

Ref: Tender Ref. No: Dated.....

Sir,

We(name of the manufacturer)..... an established and reputable manufacturer of.....(name of the items)..... having registered office at and factories/ manufacturing units atand do hereby authorize M/s..... (Name and address of bidder/ agent) to bid, negotiate and conclude the contract with you against the tender mentioned under reference.

We hereby declared that genuine products maintaining highest quality and specification as per tender shall be delivered to National Health Mission, Assam.

We hereby declared that, years of free of cost on-site comprehensive warranty shall be offered for the items bearing Make..... and Model.....supplied from the date of installation of items. We shall provide centralized helpdesk to lodge complaints and that shall be addressed within 24 hours of call lodged and the machine/equipment shall be made functional within 48 hours.

We hereby declared that, if the product is declared as end-of-life product in later date, then also support shall be given to National Health Mission, Assam for at least for 5 years including spare parts and consumables.

We hereby extend our full guarantee and, warranty as per tender for the goods offered for supply against this invitation for bid by the(Name of the bidder.....).

I,(name of the official) declared that, I am competent to issue this authorization letter on behalf of(name of the manufacturer)

Yours faithfully,

Signature with Seal

For and on behalf of M/s_____ (Name of Manufacturer/s)

Name of the Official Issued the Certificate:

Designation:

Mobile No:

Phone No (O):

Email Id:

Address for Correspondence:

Note: This Letter of authority should be on the letter-head of the manufacturing concern who is authorizing the bidder to bid for their product and should be signed by a person competent to bind the manufacture.

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.	
	D. Commercial	
1.	It is noted that any deviations to the commercial terms	

Sl. No.	Description	Vendor's Confirmation (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 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 and/or deterioration due to weather during transit, supplier to ensure proper packing & handling	

Sl. No.	Description	Vendor's Confirmation (Confirmed/Noted/Deviation furnished separately)
	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

ANNEXURE-G

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===