



**OFFICE OF THE MISSION DIRECTOR  
NATIONAL HEALTH MISSION, ASSAM  
SAIKIA COMMERCIAL COMPLEX, CHRISTAN BASTI, G.S ROAD, GUWAHATI-781005  
PH. NO : 0361-2363062 ; TELE FAX : 0361-2363058**

**RATE CONTRACT TENDER FOR SUPPLY OF FOGGING MACHINE –PULSE JET  
TYPE**



OFFICE OF THE MISSION DIRECTOR  
NATIONAL HEALTH MISSION, ASSAM

SAIKIA COMMERCIAL COMPLEX, CHRISTAN BASTI, G.S ROAD, GUWAHATI-781005

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## **RATE CONTRACT TENDER FOR SUPPLY OF FOGGING MACHINE**

**(NATIONAL COMPETITIVE BIDDING)**

Tender No:NHM/PROC/Fogging machine/18-19/26947

Date: 14 /01/2019

Date of publication of the Tender Document : 14/01/2019 at 2.00 PM  
Last Date of download of Tender Document : 04/02/2019 up to 1.00 PM  
Pre- Bid meeting : 18/01/2019 at 3:00 PM  
Last Date and Time of upload of Tender Document : 04/02/2019 (up to 2 PM)  
Last Date and Time of opening Tender : 04/02/2019 (at 4 PM)

Place of opening Tender. : Office of the Mission Director,  
National Health Mission, Saikia  
Commercial Complex, Shreenagar  
Path, Christianbasti, G.S Road,  
Guwahati-781005, Assam.

Address for Communication : Mission Director, National  
Health Mission, Saikia  
Commercial Complex, Shreenagar  
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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## **RATE CONTRACT TENDER FOR SUPPLY OF FOGGING MACHINE**

e-Tenders in Two Bid System (Technical Bid & Price Bid in separate sealed envelopes) affixing court fee stamp of Rs 8.25 (or IPO of Rs 10/- for bidders located outside the State of Assam) only, are invited from manufacturers or authorized distributors/dealers for “Supply of FOGGING MACHINE ” to health institutions in different districts of Assam.

### **1. LAST DATE FOR UPLOAD AND RECEIPT OF TENDERS.**

e-Tenders in two separate covers {Technical bid (Cover “A”) and Price Bid (BoQ(.xls))} should be submitted on-line in the portal <http://assamtenders.gov.in> on or before **04/02/2019** till 2PM and the hardcopy of the technical bid only (Cover A) will be received up to **04/02/2019** till 2 PM by the Mission Director, National Health Mission, Saikia Commercial Complex, Shreenagar Path, Christianbasti, G S Road, Guwahati-781005, Assam

### **2. IMPORTANT NOTES:**

- a) The bidder shall quote prices in Indian Rupees only, on FOR destination basis.
- b) Delivery of the ordered items shall be affected at District Drug Ware Houses or the designated Health Institutions spread over 27 districts in Assam.
- c) Arrangement of Road Permits for dispatch of consignments shall be the responsibility of the successful bidder (s).
- d) There is no guarantee on the quantity of the items to be supplied during the tenure of any contract arising out of this tender. The successful bidder(s) will be called upon to supply one or more items in such quantities as would be required from time to time during the contract period based on actual need assessment by NHM ,Assam.

### 3. ELIGIBILITY CRITERIA

- A. Bidder shall either be a manufacturer or an authorized distributor/dealer having experience of supplying Fogging Machine to Govt. Organizations.
- B. Average Annual turnover of the bidder in the past three financial years i.e. 2014-15, 2015-16 and 2016-17 shall not be less than **Rs. 35 Lakhs**.
- C. Manufacturers shall have valid Certifications specified in the tender document.
- D. Bidder shall have experience in supply of Similar items in the past 5 (five) financial years and annual average value of order for such items awarded by govt. organization during the past 5 years should not be less than **Rs 8 lakhs**. The turnover from such order's/ agreements shall be given through a certificate from the chartered accountant as given in Annexure IV
- E. Bidder should have experience & knowledge of modes of packing, distribution & transportation of such items under any weather conditions.
- F. Bidder who has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization will not be allowed to participate in the tender during the period of blacklisting.

### 4. GENERAL CONDITIONS.

- (I) The quantity of each item indicated in the bid document is tentative and subject to change depending on actual requirement.
- (II) The complete-tender documents may be obtained from the website- <http://assamtenders.gov.in>. The participating bidders should have valid Digital Signature Certificate (DSC) and have to register in the portal <http://assamtenders.gov.in>. The tender should be submitted on-line in the portal <http://assamtenders.gov.in>. The Original Demand Drafts for Tender Fee of Rs.2000, EMD of **Rs.75,000** and Court Fee Stamp (Rs.8.25)/IPO (Rs.10.00) along with the hardcopy of technical bid only should be submitted to the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Shrinagar Path, Christian Basti, G S Road, Guwahati-781005, Assam on or before the last date and time of submission of the tender. The scanned copy of the same should also be uploaded in the portal <http://assamtenders.gov.in>.
- (III) All tenders must be accompanied by Earnest Money Deposit as specified in the relevant clause of the bid document.

- (IV) Tenders will be opened in the presence of bidders / authorized representatives who choose to attend on the specified date and time as stipulated in the bid document.
- (V) At any time prior to the date of submission of tender, 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 document by an amendment. All prospective bidders who have received the tender 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, Tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.
- (VI) Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- (VII) Price Preference/ Purchase Preference to PSUs / SSI Units shall not be applicable.
- (VIII) When a bidder specifies name of the manufacturers of different products in the format at Annexure VII, all required documents of each manufacturer should invariably be furnished, failing which the bid would be summarily rejected.

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

The Bidder should furnish the following documents/charges in a separate cover hereinafter called "Cover A".

**A. Court Fee Stamp/IPO and Tender Document Fee**

Court fee stamp of Rs 8.25 (or IPO of Rs 10/- for bidders located outside the State of Assam). Tender document fee of Rs 2000.00 in the form of a Demand Draft in favour of "**State Health Society, Assam**" payable at Guwahati.

**B. Earnest Money Deposit (EMD)**

Earnest Money Deposit amounting to **Rs 75,000. (Rupees Seventy Five Thousand)** only in the form of Demand Draft/Banker's Cheque/BG favoring "State Health Society, Assam". Earnest Money Deposit will not earn any interest. The Earnest Money Deposit of the successful Bidder may, at the discretion of Tender Inviting Authority be adjusted towards the Security Deposit payable by the Bidder.

**C. Constitution of Company of Bidder:**

Documentary evidence regarding constitution of the company /concern such as Memorandum & Articles of Association, Partnership Deed etc. with details like Name, Address, Telephone Number, Fax Number, E-mail Address of the firm with names of the Managing Director / Partners / Proprietor.

D. **Import License of Bidder:**

Attested copy of Import License, if the products are imported. The License must have been renewed up to date. A copy of a valid license for the sale of the products imported by the firm issued by the licensing authority shall also be enclosed.

E. **Power of Attorney of Bidder:**

Attested copy of instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to submit their bids. Such authorized officer should sign the bid documents.

F. **Technical cum Compliance Specification Sheet:**

Technical cum Compliance Specification Sheet to be submitted **by the manufacturer** in the format at **Annexure I. Bids without Technical cum Compliance Statement Sheet certified by the manufacturer will be disqualified.**

G. **Undertaking of Bidder:**

Undertaking in the form at **Annexure-I A and Annexure I B**

H. **Manufacturer's Authorization**

Authorization letters from all the manufacturers concerned in the format at **Annexure –II** must be submitted. Bids without authorization letters will be disqualified.

I. **Quality Certificates**

Attested copies of valid Certificates (only of manufacturers whose products have been offered) as specified in the tender document.

J. **Annual Turnover**

Annual turnover statement for 3 years i.e. 2015-16, 2016-17 and 2017-18 in the format given in Annexure-III certified by the Auditor/Chartered Accountant. The certificate of Auditor/Chartered Accountant must be supported by attested copies of "Profit & Loss Statement" and "Balance sheet" of past three financial years.

K. **Execution of similar contracts of Bidder:**

Details of supplies (Similar works) made during the last 5 financial years with summary of Purchase Orders and Performance Certificates issued by clients in the specified format (Refer Annexure IV). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any, during the last 5 years should be highlighted. Attested/notarized copies of orders/contracts for similar items executed for a Government Organization during the past 5 years should be submitted.

L. **Undertaking for providing of logo of Bidder:**

Undertaking (as per Annexure-V) for embossment of NHM Assam logo on all items.

M. **List of Items Quoted /Technical Compliance Statement**

The List of items quoted shall be furnished as per Annexure –VII. The list shall specifically indicate manufacturer's name along with warranty period offered for each item.

N. **Undertaking on Fraud & Corruption of Bidder:**

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

O. **Agreed Terms & Conditions of Bidder:**

Agreed Terms & Conditions as per Annexure IX.

P. **Signature & Seal on each page**

The tender document signed by the Bidder in all pages with office seal.

Q. **Checklist of documents**

A Checklist (**Annexure-X**) for the list of documents enclosed with their page number. The documents should be serially arranged as per this Annexure and should be securely tied or bound.

The above documents should be sealed in a separate cover super scribed as "**TECHNICAL BID, COVER "A" (TENDER FOR FINALIZING SUPPLY OF Fogging Machine)**" and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, Christian Basti, G S Road, Guwahati-781005

6. **PRICE BID**

The blank price bid in the form of BoQ ( in .xls) should be downloaded from the portal <http://assamtenders.gov.in> and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website. Hard Copy of the BOQ will not be accepted.

A. **Signature & Seal on each Page**

Each page of the Financial Sheet 1 should be duly signed by the Bidder affixing the office seal before uploading. Hard Copy of Financial Sheet 1 will not be accepted.

B. **Signature on corrections**

Bid should be type written and every correction in the bid should be attested with full signature by the Bidder, failing which the bid will be ineligible. Corrections done with correction fluid should also be duly attested.

C. **Landed Cost**

The rate quoted per unit or landed price in **BoQ** shall be inclusive of taxes, packaging charge, freight, Insurance etc. The component of Tax should also be shown separately.

D. **Unit Size/ Rate**

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



PRICE BID (BOQ) has to be submitted online only. The BOQ (excel sheet available in e-tender portal) are specific to a tender and are not interchangeable. The BOQ shall be downloaded from the e-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison. The BOQ should be submitted on-line in the portal <http://assamtenders.gov.in>.

7. **OPENING OF TECHNICAL BID COVER "A" OF TENDER**

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

8. **VALIDITY OF BID:**

Bids shall remain valid for acceptance for a period of 180 days after opening of Technical Bid i.e. Cover 'A'. Bids with shorter validity shall be rejected. Purchaser may solicit bidders consent to an extension of validity period. A bidder may refuse extension request without forfeiting the EMD.

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

The validity of offer of the successful bidder shall be 02(Two) year 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. **OTHER CONDITIONS**

A. **Item Details & Quantity**

Specifications & Details of Items are shown in Annexure-VII. The quantity mentioned in Annexure VIII is only the tentative requirement and may increase or decrease as per requirement of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

B. **Firm Rates**

Firm Rates (inclusive of GST, transportation, insurance, PACKAGING/INSTALLATION & TRAINING CHARGES AT SITE and any incidental charges) should be quoted for each of the required Hospital items on door delivery basis according to the units ordered. Tender for supply of I items with conditional/variable rates shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with the successful bidders. The rates quoted and accepted will be binding on the Bidder for the stipulated period and any increase in the price will not be entertained till completion of the tender period.

C. **Controlled Price/MRP**

The price quoted by the bidders shall not, in any case, exceed the controlled price, if any, fixed by the Government and the Maximum Retail Price (MRP).

D. **No Revision/Correction of Rates**

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

E. **Firm Delivery Schedule**

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

F. **Execution of Order**

Unless otherwise specified, supplies should be made directly by the successful bidder and not through any other agency.

G. **Inspection**

Tender Inviting Authority or his authorized representative has the right to inspect the factories of bidders, at any point of time and also has the right to reject the tender or terminate / cancel the orders, based on adverse reports brought out during such inspections. The Bidder shall extend all facilities to the team to enable them to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted/ordered.

**11. ACCEPTANCE OF TENDER**

A. **Tender Evaluation**

Tenders will be evaluated with reference to technical and commercial parameters to determine the technically qualified bidders.

Price Bids of technically qualified bidders will be evaluated with reference to the quoted rates (landed price of each item). Conditional discounts shall not be taken into account for price comparison.

B. **Right to Reject Tender**

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

C. **Tender Acceptance**

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

**12. AGREEMENT**

The successful Bidder shall execute an agreement in the form at Annexure XI 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.

**13. NON ASSIGNMENT**

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

**14. COMMUNICATION**

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

**15. 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 scheduled bank in favour of "State Health Society, Assam" valid for the entire warranty period. 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.

**16. SUPPLY & SERVICE CONDITIONS**

**A. Purchase Order**

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

**B. Specifications & Quality**

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

**C. Warranty Provisions**

The successful bidder (Supplier) warrants that the goods supplied under the contract/purchase order are new, unused, or the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or

workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods.

- i. The warranty shall be valid for the period mentioned in the Technical Specification.
- ii. Up-gradation of all software shall be done free of cost during the warranty period.
- iii. The warranty should be as per the period mentioned in the Technical Specification.
- iv. The Tender Inviting Authority (Purchaser) shall notify the supplier in writing of any claims arising under this warranty.
- v. Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.
- vi. If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.
- vii. The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay taxes/duties and all expenses up to the destination for the replaced part.
- viii. During the warranty period, the desired uptime of 95% of 365 days on a 24 hours basis shall be ensured.

D. **Delivery Period**

The supply should be completed within 30 (days) from the date of order, unless otherwise specified in the order.

E. **Delivery Point/Destination**

Delivery of the ordered items shall be affected at different Health Institutions of the State or as specified in the purchase order.

F. **Penalty for Delayed Delivery**

- (i) In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.

(ii) Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

G. **Alternative Purchase**

If the successful Bidder fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangements for purchase of the items, from any other source or from the open market, at the risk and cost of the supplier. This would be in addition to any other penalties including forfeiture of security deposit.

H. **Shortage and Damage**

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

**17. FORCE MAJUERE**

The above conditions of delivery period, price reduction 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 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.

**18. FRAUD & CORRUPTION:**

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

1. "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.

2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

**19. LOCAL CONDITIONS:**

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The Tender Inviting Authority shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after acceptance of bids.

**20. LOGOGRAMS**

- A. Tenders for the supply of tendered items, shall be considered only if the Bidder gives undertaking in his tender that the items will be supplied with the logogram either printed or embossed or affixed as specified.
- B. Failure to supply of tendered items, without the logogram will be treated as breach of the terms of agreement.

**21. PACKING**

- A. Packing should be sound and be able to prevent damage or deterioration during transit.
- B. In the event the items supplied are found to be damaged or defective the Tender

Inviting Authority will be at liberty to make alternative purchase of the items for which the Purchase orders have been placed from any other source or from the open market at the risk and the cost of the supplier.

**22. PAYMENT PROVISIONS**

- A. Payments towards the supply of items will be made strictly as per rules of the Tender Inviting Authority. Full payment will be released only after completion of supply/installation of entire ordered quantities.
- B. On completion of supply of supplied quantities, invoices with challans along with installation reports (certified by the Head of the Health Institution) and warranty certificates should be submitted in triplicate, addressed to the Tender Inviting Authority.
- C. 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.
- D. In case of any enhancement in Tax due to notification of the Government after the date of submission of tenders and during the validity period of contract, the quantum of additional duty so levied will be allowed to be charged extra as a separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in tax the bidder should produce a letter from the concerned Tax Authority for having paid additional tax/duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.
- E. Tender Inviting Authority has every right to receive supply even after expiry of contractual delivery date and in such case; price reduction as specified under Clause No. 17 F will be applicable.
- F. If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by the Tender Inviting Authority on the total value of supply to that particular warehouse/institution.

**23. 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 performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/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 bidder.

**24. NON CONFORMANCE, TERMINATION & PENALTIES**

- A. If the items do not conform to specifications, the same shall be taken back by the supplier at the supplier's cost within a period of 30 days of the receipt of the letter/notice from the Tender Inviting Authority. If the supplier fails to take back the items within the stipulated time, the Tender Inviting Authority will have the right to dispose-off such ITEMS NOT CONFORMING TO SPECIFICATIONS. Tender Inviting Authority may also levy storage charge calculated at the rate of 2% per week on the value of the item rejected till such disposal. The decision of the Tender Inviting Authority or any officer authorized by him on the quality of the items supplied shall be final and binding.
- B. In case of supply of inferior products or products not conforming to specifications, the Tender Inviting Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The supplier will not be entitled for any compensation whatsoever in respect of such termination.
- C. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the supplier shall be liable for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
- D. Non performance of any of the contract provisions will disqualify a firm to participate in tenders issued by the Tender Inviting Authority for the next five years.
- E. In the event of making ALTERNATIVE PURCHASE, the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the Tender Inviting Authority in making such purchases from any other source or from the open market shall be
- F. recovered from the Security Deposit or from any other money due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier or from his properties, as per rules.
- G. In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

**ANNEXURE I A**  
**UNDERTAKING (by the Bidder)**

To

Mission Director,  
National Health Mission, Assam

Tender No. \_\_\_\_\_  
For supply of \_\_\_\_\_

Sir,

1. I, Shri \_\_\_\_\_, on behalf of M/s \_\_\_\_\_ having registered office at \_\_\_\_\_, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office of .....to supply .....The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of ..... (Hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.
  - a) Authorization from Manufacturer:- We shall furnish authorization from the manufacturer legally enforceable undertaking to the Purchaser in appropriate format obligations valid for a period .....years from the date of supplied equipment.
4. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
5. We hereby undertake to pay the **penalty** as per the terms and conditions of the contract for delayed supply of the ordered items.
6. We agree to accept the amount of the bill to be paid by the purchaser after completion of all formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
7. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.

8. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

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

**ANNEXURE I B**

**UNDERTAKING**

**(To be submitted by the Bidder as well as Manufacturer)**

To

Mission Director,  
National Health Mission, Assam

Tender No. \_\_\_\_\_

For supply of \_\_\_\_\_

We,..... do hereby declare that presently we do not stand blacklisted by any Central or State Government organization or debarred from participating in tenders of such organization and are therefore eligible to participate in NHM Tender No..... Date..... for supply .....

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**ANNEXURE -II**  
**MANUFACTURER'S AUTHORIZATION FORM (issued by the Manufacturer)**

**Tender No. :**

**Dated:**

To,

Mission Director  
National Health Mission, Assam

Respected Sir,

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ registered office at \_\_\_\_\_ possessing \_\_\_\_\_ manufacturing License No. \_\_\_\_\_ dated \_\_\_\_\_ Valid up to \_\_\_\_\_ hereby authorize \_\_\_\_\_ (name and address of representative and firm), to submit a bid and subsequently negotiate and sign the contract with you against the above mentioned tender for the following items quoted.

- 1.
- 2.

We hereby certify that the Machine / spare parts do not contain any recycled or reconditioned parts or components

We hereby extend our full guarantee and warranty as per clauses of contract for the goods offered for supply against this Invitation for Bid by the above firm.

(Attach Separate sheet if necessary)

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

**ANNEXURE-III**  
**ANNUAL TURNOVER STATEMENT OF THE BIDDER**

The Annual Turnover of M/s \_\_\_\_\_ for the last three financial years 2015-16,2016-17 and 2017-18 from the sales are given below and certified that the statement are true and correct.

Sl No.	Year	Turnover in Lakhs
1.		
2.		
3.		
Total		- Rs. _____ Lakhs
Avg.		- Rs. _____ Lakhs

Date :

Seal :

Signature of Auditor / Chartered  
Accountant

(Name in Capital Letters)

**ANNEXURE-IV**  
**Performance Statement (of the Bidder)**

I/ We hereby certify that the turnover of the Bidder  
M/s.....from executing similar contracts with Govt.  
organization/ govt undertaking from the FY 2013-14,2014-15,2015-16,2016-17,2017-18.  
From the sales of similar items is as follows:

Sl.	Name and Full address of the Purchaser	Financial Year	Turnover Value
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**(Please use additional sheets if required)**

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

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

**ANNEXURE-V**

**Tender No:**

**UNDERTAKING FOR EMBOSSEMENT OF LOGO**

**We M/s ..... do hereby declare that, if favored with an order, we will supply the \_\_\_\_\_ with accessories embossed with NHM Logo and the words "NHM ASSAM SUPPLY" or as per any other instructions given in this regard.**

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



**NHM ASSAM SUPPLY**

**LOGOGRAM**



**ANNEXURE – VI**  
**Declaration on Manufacturing Facilities by the Manufacturer**

**Tender No.** \_\_\_\_\_

For supply of \_\_\_\_\_

1. Name of the manufacturer :
2. Full Postal Address :
3. Telephone No. /Fax No. :
4. Email address :
5. Date of inception of business :
6. Registration no. & Date :
7. Issued by :
8. Valid till :
9. Details of manufacturing activity & item wise capacity :
12. Name of Govt. Departments/ Pvt. Institutions : As per enclosure to which the bidder already supplied the items with quantity value and supply period
18. Has the bidder ever been black listed by any govt. agency? If yes, give details. :
14. Are any cases pending in the court related to any supplies? If yes, give details :
15. Does the firm have the adequate facilities for Inspection and quality control? Please give details :

I, \_\_\_\_\_ Prop./partner/Director of M/s

\_\_\_\_\_  
Hereby declare that the information given in this form is true and correct to the best of my knowledge & belief.

I/we agree to the tender Inviting Authority forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a period of 5 years, if any information furnished by us is proved to be false at the time of inspection and non – compliance with terms and conditions of the contract

I offer to supply the items mentioned in the schedule (enclosed in price bid) at the rates quoted therein. I agree to hold this offer for one year after finalization of rate contract.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE MANUFACTURER :

★ The details of manufacturing unit shall be for the premises where items quoted are actually manufactured.

**Annexure –VII**  
**List of items quoted**

Tender No. \_\_\_\_\_

Sr. No.	Description of Items	Qty	Manufacturer's Name	Make/Model No	Warranty Period in Years	Price Quoted/ Not Quoted	Technical Specifications Attached/Not Attached
1	Fogging Machine – Pulse Jet type						

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

**ANNEXURE VIII**

**UNDERTAKING ON FRAUD & CORRUPTION (for bidder)**

We ..... do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of **fogging machine** under tender reference no ..... we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

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

**ANNEXURE- IX  
NATIONAL HEALTH MISSION, ASSAM**

**AGREED TERMS & CONDITIONS**

Tender No. & Date \_\_\_\_\_

1. Details of Bidder

Bidder Name:

Offer Ref:

Telephone No:

Fax No:

Contact Person:

Signature:

E-mail:

2. 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)
	<b>C. Technical</b>	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	

5.	Confirm that all certificates/ documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished in Cover A	
	<b>D. Commercial</b>	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price is inclusive of cost of containers, packing & forwarding charges, freight, insurance and all duties and taxes.	
3.	Confirm furnishing of price break-up of each item showing basic price of item and Tax/GST on %age of basic price to arrive at landed price.	
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 Taxes/ 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 duty/ levies 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 of the bid document.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices are in Indian Rupees and shall remain firm & fixed till complete execution of the order.	

13.	<p>a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP</p> <p>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.</p>	
14.	<p>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 &amp; handling arrangement. Please confirm compliance.</p>	
15.	<p>Confirm that security deposit of 5 % of the total order value in the form of a Bank Guarantee from a nationalized Bank shall be furnished, which will be valid for the entire warranty period from the date of order.</p>	
16.	<p>a) Confirm that all inspection &amp; testing charges including 3<sup>rd</sup> party inspection (if required) included in the price.</p> <p>b) Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the purchaser along with the equipment.</p>	
17.	<p>a) Confirm that erection, commissioning, trial run and handing over to the purchaser, after successful commissioning is your responsibility at no extra cost.</p> <p>b) Specify facilities (if any), like water supply/ electric power to be provided by the purchaser for commissioning of the equipment.</p>	NA
18.	<p>Packing / forwarding, transportation, loading/unloading and insurance are your responsibility.</p> <p>However, to protect the equipment from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing &amp; lifting arrangement. PI confirm compliance.</p>	
19.	<p>The material / equipment shall be guaranteed against any and all defects in design, workmanship, material &amp; performance for a period shown in the Technical specification, from the date of commissioning and handing over to the purchaser. Should any defect detected or develop during the guarantee period, it shall be remedied promptly free</p>	

	of cost by the supplier and all expenses including transportation of goods necessitated for such repair and replacement shall be done by the supplier. Pl confirm acceptance.	
20.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
21.	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be dispatched within 30 days from the date manufacture.	NA
22.	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.	
23.	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.	
24.	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.	
25.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

SIGNATURE& DATE :

NAME & DESIGNATION :

NAME & ADDRESS OF THE FIRM :



**ANNEXURE-X**  
**CHECK LIST**

Sl.	Cover A	Yes	No
1.	Court Fee Stamp/IPO & Tender Document Fee furnished		
2.	EMD in the form of DD/BG furnished		
3.	Documentary evidence for the Constitution of the company		
4.	Duly attested / notarized copy of Manufacturing License issued by the competent Licensing Authority for the products quoted		
5.	Attested Photocopy of Import License if any		
6.	The instruments such as Power of Attorney, Resolution of Board etc.		
7.	Undertaking as per Annexure I A and I B		
8.	Manufacturer's Authorization as per Annexure II		
9.	Attested copy of Quality certificates		
10.	Annual Turnover Statement for 3 years Annexure III		
11.	Performance Statement as per Annexure IV		
12.	Undertaking for Embossment of logo as per Annexure VI		
13.	Details of Manufacturing Unit as per Annexure VII		
14.	List of items quoted with name of Manufacturer as per Annexure VIII		
15.	Undertaking on Fraud & Corruption as per Annexure IX		
16.	Agreed Terms & Conditions as per Annexure- X		
17.	Technical Cum Compliance Specification Sheet as per Annexure 1		

**ANNEXURE-XI**  
**Form of Agreement**

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Supplier:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements ( including Technical Specifications)
  - (e) The Supplier’s bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) [Add here: **any other documents**]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the

Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed: \_\_\_\_\_

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

In the presence of \_\_\_\_\_

For and on behalf of the supplier

Signed: \_\_\_\_\_

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

In the presence of \_\_\_\_\_