



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

e-TENDER FOR SUPPLY OF “ BAG,T-SHIRT,CAP,UMBRELLA,COFFEE MUG ”

Prepared by

Verified by

Vetted by

Consultant (RKSK)

Consultant (Proc)

DF (NHM)

Approved by

MD NHM, Assam



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e-TENDER FOR SUPPLY OF BAG, T-SHIRT,CAP,UMBRELLA,COFFEE MUG
(NATIONAL COMPETITIVE BIDDING)

REF: NHM/PROC/RKSK/PE/3789/18-19/ 27393

Date: 21/1/2019

Date of publication of the Tender Document : 22/01/2019 at 3:00 PM
Pre-Bid Conference : 25/01/2019 at 3.30 PM
Last Date and Time of online submission of Bid : 06/02/2019 (up to 2:00 PM)
Date and Time of opening of Technical Bid : 06/02/2019 (at 4.00 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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e-TENDER FOR FOR SUPPLY OF BAG,
T-SHIRT, CAP, UMBRELLA, COFFEE MUG

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 BAG,T-SHIRT,CAP,UMBRELLA,COFFEE MUG” to health institutions/District stores 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 (Financial BoQ (.xls))} should be submitted on-line in the portal <http://assamtenders.gov.in> on or before 06/02/2019 till 2 PM and the hardcopy of the technical bid only (Cover A) will be received up to 08/02/2019 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) A pre bid meeting with interested agencies will be held at Conference Hall of NHM Office on 25/01/2019 at 3.00 PM.

3. ELIGIBILITY CRITERIA

- A. Bidder shall either be a manufacturer or Retailer having experience of supplying same items to Govt. Organizations.
- B. Average Annual turnover of the bidder in the past three financial years i.e. 2015-16, 2016-17 and 2017-18 shall not be less than **Rs.100 Lakhs**.
- C. 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.2,00,000.00** 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 two days after 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.

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 2,00,000.00 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. 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.

E. Technical cum Compliance Specification Sheet:

Technical cum Compliance Specification Sheet to be submitted by the manufacturer in the format at Annexure I.

F. Undertaking of Bidder:

Undertaking in the form at Annexure-I A

G. Annual Turnover

Annual turnover statement for 3 years i.e. 2015-16, 2016-17 and 2017-18 in the format given in Annexure-IV 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.

H. Undertaking on Fraud & Corruption of Bidder:

Undertaking on fraud and corruption in the format at Annexure-VI.

I. Agreed Terms & Conditions of Bidder:

Agreed Terms & Conditions as per Annexure VII.

J. Signature & Seal on each page

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

K. Undertaking for providing of logo of Bidder:

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

L. Checklist of documents

A Checklist (Annexure-VIII) 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 FOR SUPPLY OF BAG,T-SHIRT, CAP, UMBRELLA, COFFEE MUG)"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 BoQ should be duly signed by the Bidder affixing the office seal before uploading. Hard Copy of BoQ 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 excise duty, sales tax, 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 file 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 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 01(one) 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. This validity period may be further extended by one year with mutual consent.

10. OTHER CONDITIONS

A. 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.

B. 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).

C. 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.

D. 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.

E. Execution of Order

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

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. 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.

13. 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.

14. SECURITY DEPOSIT

The successful bidder shall be required to submit Security Deposit of 5 % of the order value in the form of bank guarantee/Demand draft from any Indian scheduled bank in favour of "State Health Society, Assam" valid for 3 months or 30 days after completion of

supply whichever is later. 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 amount will be forfeited.

15. 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. Delivery Period

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

D. 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.

E. 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.

F. 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.

G. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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. 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.
- D. Tender Inviting Authority has every right to receive supply even after expiry of contractual delivery date and in such case; price reduction as specified will be applicable.

21. 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.

22. 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 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.

23. ARBITRATION

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

24. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

25. LAWS GOVERNING THE CONTRACT & JURISDICTION

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

Annexure I

Technical cum Compliance Specification Sheet:

Qty : 13524 numbers for all items.

Sl	Name	Technical Specs quoted by bidder	Deviation if any
Technical Specifications			
1	<p>T-Shirt printed with IEC messages Type – Collared T-Shirt, Skin Friendly and Breathable Fabric Composition – Cotton/Micro Polyester/Cotton Spun Polyester single tuck pique Sleeves – Half Sleeves Neck – With Collar Colour – To be decided at the time of placing supply order Painting – Coloured painting of logo and text as desired Size – M/L/XL/Standard Size</p>		
2	<p>Cap printed with IEC messages Material – Cotton/Polyester woven micro fabric cap Colours – To be decided at the time of placing supply order Size – Adult unisex (58 cm) Visor – Flat Bill Crown – 6 panel style Closure – Snapback / sports buckle Painting of logo and text as desired</p>		
3	<p>Bag Made from High Quality Polyester Fabric coated with PVC – Water Resistant of Size – 44 cms H x 29 cms W x 14 cms. Side consisting of 3 partitions inside stitched all sides with two side pockets of 18 cms for carrying water bottle and one front pocket. The bag base fabric should be black in colour and the same should be of minimum 230 GSM, combination coloured fabric should be of 200 GSM. The minimum weight of each bag should be 510 gms. The bag should be as per the approved coloured combination by WPT with proper soft handgrip padding at top and two adjustable shoulder straps. All the bags should be provided with high quality 5 sliders with No. 5 zipper and the same should be as per the sample. NHM logo will have to be printed in the front side of the bag as per specification to be given by NHM.</p>		

Sl	Name	Technical Specs quoted by bidder	Deviation if any
4	Umbrella Fold - Two Fold Topless Umbrella Size – 21 inch No. of Ribs – 8 Tube – 10 mm Nickel Type – Manual Folding Cloth – 180 count Polyester (Bi – Colour) Handle – Plastic		
5	Coffee Mug Type – Anytime / Small Panama Height – 88 mm / 102 mm Dia – 85 mm / 76 mm Volume – 380 ml / 315 ml		

ANNEXURE II
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 ofto supplyThe 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 periodyears 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.

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

ANNEXURE-III

Tender No:

UNDERTAKING FOR EMBOSSMENT 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 :



ৰাষ্ট্ৰীয় স্বাস্থ্য অভিযান, অসম

LOGOGRAM

ANNEXURE-IV
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 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 VI

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 _____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– VII
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)
	C. Technical	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished in Cover A	
	D. Commercial	
1.	It is noted that any deviations to the commercial terms	

	and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price 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.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriate discount.	
14.	Packing / forwarding, transportation, loading/ unloading and insurance are supplier's responsibility. However, to protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
15.	Confirm that security deposit of 5 % of the total order value in the form of a Bank Guarantee from a	

	nationalized Bank shall be furnished, which will be valid for the entire warranty period from the date of order.	
16.	a) Confirm that all inspection & testing charges including 3 rd party inspection (if required) included in the price. b) Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the purchaser along with the equipment.	Not Applicable
17.	Packing/ forwarding, transportation, loading/ unloading and insurance are your responsibility. However, to protect the equipment from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing & lifting arrangement. PI confirm compliance.	
18.	The material / equipment shall be guaranteed against any and all defects in design, workmanship, material & 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 of cost by the supplier and all expenses including transportation of goods necessitated for such repair and replacement shall be done by the supplier. PI confirm acceptance.	Not Applicable
19.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	Not Applicable
20.	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.	Not Applicable
21.	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.	
22.	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.	
23.	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.	
24.	Confirm that the offer shall be valid for a period of 180 days from the date of bid opening.	

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

ANNEXURE-VIII

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.	The instruments such as Power of Attorney, Resolution of Board etc.		
5.	Undertaking as per Annexure II		
6.	Annual Turnover Statement for 3 years Annexure IV		
7.	Undertaking as per Annexure III		
8.	Undertaking on Fraud & Corruption as per Annexure VI		
9.	Agreed Terms & Conditions as per Annexure- VII		
10.	Technical Cum Compliance Specification Sheet as per Annexure I		