



**OFFICE OF THE MISSION DIRECTOR
NATIONAL HEALTH MISSION, ASSAM
SAIKIA COMMERCIAL COMPLEX, SHRINAGAR PATH, CHRISTIANBASTI,
G.S ROAD, GUWAHATI 781005**

TENDER DOCUMENT

**Tender for Procurement of Bulk Text SMS Services for National Health
Mission, Assam
(NATIONAL COMPETITIVE BIDDING)**



**OFFICE OF THE MISSION DIRECTOR
NATIONAL HEALTH MISSION, ASSAM
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,
G.S ROAD, GUWHATI 781005**

Website : <https://nhm.assam.gov.in/>, E-mail : mdnrhmasm@gmail.com

e-Tender Ref No: NHM/12/1/2019-CH-NHM/16628

Dated: 25/09/2019

NOTICE INVITING TENDER (NIT)

Tender for Procurement of Bulk Text SMS Services for National Health Mission, Assam

Date of publication of the Tender	25/09/2019
Last Date of download of Tender	21/10/2019 up to 1.00 PM
Pre-Bid Meeting	14/10/2019 at 2.00 PM
Last Date and Time of upload of Bid	22/10/2019 up to 2:00 PM
Date & Time of Bid opening	22/10/2019 at 3.00 PM
Place of Bid opening.	Office of the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.
Address for Communication	Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.
Cost of Tender Documents in Demand Draft	NIL
Earnest Money Deposit (EMD)	NIL
Performance Security	5% of the order value

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SECTION-I

1.0 INSTRUCTION TO APPLICANT (BIDDER)

1.1 SUBMISSION OF BID

1.1.1 e-Tenders in Two Bid System i.e. Technical Bid and Price Bid (BOQ to be uploaded) affixing court fee stamp of Rs 8.25 or IPO of Rs 10/- only, are invited separately by National Health Mission, Assam, from reputed Telecom Service Provider Companies / Firms for Bulk Text SMS Services.

1.1.2 e-Tenders in two parts {Technical bid (Cover "A") and Price Bid (BOQ)} should be submitted on-line in the portal <http://assamtenders.gov.in> on or before **22/10/2019 up to 2:00 PM** and the hardcopy of the technical bid (Cover "A") only will be received up to **22/10/2019 till 2:00 PM** by the Mission Director, National Health Mission, Saikia Commercial Complex, Shreenagar Path, Christianbasti, G S Road, Guwahati-781005, Assam.

1.2 IMPORTANT NOTES

1.2.1 The bidder shall quote prices in Indian Rupees only for the service.

1.2.2 Tender is invited for procurement of Bulk Text SMS Services for National Health Mission, Assam. The Text SMS to be send to all Mobile Phone customers of all Telecom Operators of the State of Assam as per requirement. Bulk push SMS shall be procured for sending SMS to specific numbers from the customized application of NHM, Assam

1.2.3 Order will be given as per requirement of National Health Mission, Assam.

1.2.4 A Pre-bid meeting with prospective bidders will be held at the conference hall of National Health Mission, Guwahati, Assam as per schedule mentioned above.

1.2.5 During the course of pre-bid meeting, the prospective bidders are free to seek clarifications and make suggestions in writing for consideration of this Bid Inviting Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

1.2.6 Any amendment or clarifications, arising out of pre-bid meeting, shall be uploaded on <https://assamtenders.gov.in> or <https://nhm.assam.gov.in/>. No public or separate communication shall be sent to prospective bidders in this regard.

1.3 ELIGIBILITY CRITERIA

- 1.3.1 Bidder should be (i) a Company registered in India under the Companies Act, (ii) a Society registered under the Societies Registration Act, 1860 or (iii) a Partnership as per Indian Partnership Act 1932 / Proprietorship Firm. Registration certificate or partnership deed of the bidder must be submitted.
- 1.3.2 Bidder should be a Telecom Service Provider Companies/ Firm for Bulk Text SMS Services having at least 3 years of experience as on 31st March 2019.
- 1.3.3 The bidder should have up to date mobile number database of all the Telecom Service Providers (Operator) operational in Assam..
- 1.3.4 Attested copy of work order and completion certificate must be submitted with the Technical Bid.
- 1.3.5 Average Annual Turnover of the bidder in the last three financial years i.e. 2015-16, 2016-17 and 2017-18 (or 2016-17, 2017-18 and 2018-19) from **similar activity (i.e. sale & service of Bulk SMS Services)** should not be less than **Rs.1.00 Lakhs**. The average annual turnover certificate as issued by the Auditor/Chartered Accountant should be submitted in the format enclosed as **Annexure-IV**. The Certificate must be accompanied by attested copies of audited Statement of Accounts of last three financial years.
- 1.3.6 Bidder blacklisted either by the Bid Inviting Authority or by any State Government or Central Government Organization shall not be allowed to participate in the Bidding process during the period of blacklisting.
- 1.3.7 Registration: The Bidder should also be registered under Income Tax and GST. Self Attested copy of the GST Registration certificate and photo copy of PAN Card should be submitted along with the bid document.
- 1.3.8 OEM of the quoted product blacklisted either by the Bid Inviting Authority or by any State Government organization/ Central Government organizations / Financial Institutes/ Public Sector Institutes/ shall not be allowed to participate in the Bidding process during the period of blacklisting.

1.4 GENERAL CONDITIONS

- 1.4.1** The complete e-tender documents may be obtained from the website- <https://assamtenders.gov.in>. The participating bidders should have valid Digital Signature Certificate (DSC) and have to register in the portal <https://assamtenders.gov.in>. The Bid should be submitted on-line in the portal <https://assamtenders.gov.in>. **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 Bid. The scanned copy of the technical bid should also be uploaded in the portal <https://assamtenders.gov.in> within the due date for submission. The Financial Bid should only be submitted online.**
- 1.4.2** All Technical Bid must be submitted within the specified timeline failing to which shall make to bid liable for cancellation summarily.
- 1.4.3** Bids will be opened in the presence of bidders / authorized representatives who choose to attend on the specified date and time as stipulated in the NIT.
- 1.4.4** At any time prior to the date of submission of Proposal, the Proposal 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, Proposal Inviting Authority may at its discretion, extend the date and time for submission of Proposal (Technical & Financial Bid).
- 1.4.5** Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.

1.5 DELIVERABLES/ SERVICES TO BE PROVIDED

1.5.1 SMS to be send by the Service Provider:

1.5.1.1 Customized Text SMS to be send to all Mobile Phone customers of all Telecom Operators of the State of Assam. The objective is to send mass awareness message for specific event or programme.

1.5.1.2 National Health Mission, Assam shall provide the content of the text SMS along with the order and that should be delivered to all customers or selected customers as per schedule mentioned in the Order. For that purpose, the selected service provider will maintain up to database of mobile numbers of all Telecom Service Providers (Operator) operational in Assam.

1.5.1.3 Provision of text SMS may have to be delivered in English, Assamese, Bengali, etc as per requirement.

1.5.1.4 Delivery of the SMS should be strictly as per schedule as mentioned in the order. If SMS could not be delivered as per schedule, then that should be intimated immediately to the Office of the Mission Director, National Health Mission, Assam. As delivery of SMS is linked with certain purpose and scheduled date, there is possibility that, the order may be cancelled if the SMS not delivered on schedule date. Detail terms & conditions of delivery will be mentioned in each order separately. Punitive action like termination of agreement or other penal clause may be imposed failing to sending SMS as per schedule mentioned in the order.

1.5.1.5 All sent message should have delivery details and should be accessible by NHM, Assam. Payment will be as per delivery details of SMS.

1.5.1.6 One text SMS should have minimum:

- 160 characters for English.
- 70 characters for Unicode.

1.5.1.7 A web based user interface/tool should be provided with the following minimum provision:

- To monitor the services.
- To view the delivery status.
- To view and download line listing of delivery report for specific period.
- To view the reports.

1.5.1.8 Sender ID should be pre-defined and it should be approved by National Health Mission, Assam before sending the SMS.

1.5.2 SMS to be send from NHM:

1.5.2.1 Transactional bulk SMS with unlimited validity (till balance available). Bulk Text SMS shall be purchased with a unit of 2,00,000 (two lakhs). Repeat order shall be placed

as and when required. However, payment will be released on quarterly basis based on SMS delivered.

1.5.2.2 Necessary software /API/interface should be provided to send Bulk SMS through web based system MS Excel etc.

1.5.2.3 All sent message should have delivery details and should be accessible.

1.5.2.4 A web based user interface/tool should be provided with the following minimum provision:

- To monitor the services.
- To view the delivery status/ Reports/ Utilization/ Balance.
- To view and download line listing of delivery report for specific period.
- To control the actions, etc.

1.5.2.5 Minimum three number of Sender IDs to be provided.

1.5.2.6 One text SMS should have minimum

- 160 characters for English.
- 70 characters for Unicode.

1.5.2.7 In case of any SMS related issues NHM will lodge a complaint which should be attended immediately. If problem is not resolved within 24 hours after lodge of complaint, then penalty @Rs. 100/- per day shall be deducted from the bill.

1.5.3 Other Deliverables/ Services:

1.5.3.1 Uninterrupted Service must be provided.

1.5.3.2 The selected vendor shall provide all technical support.

1.5.3.3 The selected vendor should provide a contact number for attending complaints and to provide technical support which should be available on 24 X 7.

1.5.3.4 The selected vendor will do all liaisoning & co-ordination job and will be a single point of contact for all issues.

1.5.3.5 The selected vendor will have keep the database of delivery reports in the live server for at least two years or till completion of agreement period and settlement of bills which should be easily accessible by NHM through secured user login. Necessary login credential should be provided to National Health Mission, Assam.

1.6 TECHNO-COMMERCIAL BID - COVER "A"

- 1.6.1** The Bidder should furnish the following documents in a separate cover hereinafter called "**Cover A**".
- 1.6.2 Court Fee Stamp/IPO:** Court fee stamp of Rs 8.25 or IPO of Rs 10/- in favour of "**State Health Society, Assam**" payable at Guwahati should be submitted.
- 1.6.3 Earnest Money Deposit (EMD):** NIL
- 1.6.4 Constitution of the Bidder:** Along with the Technical bid the bidder shall also furnish documentary evidence regarding constitution of the bidder such as Memorandum and Articles of Association, Certificate of incorporation, byelaws, partnership deed, etc.
- 1.6.5** Details of the Bidder: Name, contact number and address of the Managing Director, CEO, and Managing Partner of the bidder should be submitted.
- 1.6.6 Particulars of the Bidder:** Particulars of the Bidder in the specified format (Refer **Annexure-III**) should be enclosed.
- 1.6.7 Power of Attorney of Bidder:** Instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the Bidder to be enclosed with the bid and such authorized officer should sign the bid documents as per **Annexure-VII**.
- 1.6.8 Undertaking of Bidder:** Undertaking should be submitted as per **Annexure-II**.
- 1.6.9 Annual Turnover Certificate of the Bidder:** The average annual turnover certificate issued by the Auditor/Chartered Accountant should be submitted in the format enclosed as **Annexure-IV** of this Tender document. Certificate of Auditor/Chartered Accountant must be accompanied by attested copies of audited "Statement of Accountants" of last three financial years 2015-16, 2016-17 and 2017-18 (or 2016-17, 2017-18 and 2018-19).
- 1.6.10 GST Registration Certificate & PAN:** Copy GST registration Certificate and Income Tax PAN.
- 1.6.11** Attested copy of work order/completion certificate of similar activity must be submitted.
- 1.6.12 Undertaking Against Fraud & Corruption:** Undertaking against fraud and corruption in the format at **Annexure-V**.
- 1.6.13 Agreed Terms & Conditions of Bidder:** Agreed Terms & Conditions as per **Annexure-VI**.

1.6.14 Signature with Seal: Original Tender document duly stamped and signed in each page by the authorised person along with the Forwarding Letter as per " **Annexure-I**".

1.6.15 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-VIII** and should be securely tied or bound.

1.6.16 The above documents should be sealed in a separate cover super scribed as "TECHNICAL BID, COVER "A" (Tender for due on.....)" and addressed to the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christian Basti, G S Road, Guwahati-781005. The same should also be submitted on-line in the portal <https://assamtenders.gov.in>.

1.7 PRICE BID

1.7.1 The blank price bid in the form of BOQ should be downloaded from the portal <https://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 Price bid will not be accepted.** Sample BOQ may be seen at **Annexure-IX** for reference only.

1.7.2 **PRICE BID (BOQ) has to be submitted online only. The BOQ (excel sheet available in e-tender portal) is specific to a tender and is 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 <https://assamtenders.gov.in>.**

1.7.3 The Rates should be quoted for particulars in the BOQ inclusive of GST. Bid with conditional rates shall not be accepted.

1.7.4 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.

1.8 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.

1.9 VALIDITY OF OFFER OF SUCCESSFUL BIDDER

The validity of offer of the successful bidder shall be at least **Two years** from the date of signing of the contract and the successful bidder will be bound to supply the services at agreed rates and terms during this period.

2.0 ACCEPTANCE OF TENDER

2.1 Tender Evaluation

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

2.2 Right to Reject Tender

Tender Inviting Authority reserves the right to accept the tender or to reject the tender at any point of time without assigning any reason.

2.3 Tender Acceptance

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

3.0 AGREEMENT

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

4.0 SECURITY DEPOSIT

4.1 The successful bidder, within 10 days of signing of the contract, shall be required to submit Security Deposit of 5% of the contract value in the form of bank guarantee/ fixed deposit from any Indian nationalized bank in favour of “State Health Society, Assam” **valid for a period of 3 years** from the date of issue of the order.

4.2 The Authority may cancel the letter of award, if the successful Bidder (Applicant) withdraws its Proposal (Bid) after its acceptance or fails to submit the required Performance Securities for the initial contract, and forfeit the EMD.

5.0 NON ASSIGNMENT OR SUB- LETTING

5.1 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.

6.0 COMMUNICATION

6.1 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.

7.0 ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

7.1 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.

8.0 SUPPLY & SERVICE CONDITIONS

8.1 Work Order

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

8.2 Specifications and Quality

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

8.3 Delivery Period

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

8.4 Penalty for Delayed Delivery/ Rejection of Bill

8.4.1 Bill shall not be paid, if the delivery of SMS is not as per schedule (unless extension notice issued) in case of SMS to be send by the service provider. If the bidder fails to execute the order, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

8.4.2 In case there is delay in commissioning of Bulk SMS service beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5 per cent of the value of the delayed goods per day of delay or part thereof subject to a maximum of 10 per cent of the total order value. Once the maximum price reduction is reached, termination of the contract may be considered. Non-compliance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

8.4.3 In case of any SMS related issues NHM will lodge a complaint which should be attended immediately. If problem is not resolved within 24 hours after lodge of complaint, then penalty @Rs. 100/- per day shall be deducted from the bill.

9.0 PAYMENT TERMS

9.1 No advance payments will be made to the successful bidder.

9.2 Payments towards the supply of the product will be made strictly as per rules of the Tender Inviting Authority.

9.3 Without Agreement and Performance Security Deposit, payment shall not be released.

9.4 For SMS send by the Service Provider:

9.4.1 Payments will be released after completion of the work as per order.

9.4.2 Bill in triplicate along with the detail delivery report should be submitted for release of the payment.

9.4.3 As delivery of SMS is linked with certain purpose and scheduled date, payment may not be released if the Delivery is not as per schedule unless there is specific extension order from NHM.

9.4.4 Delivery status will be cross verified in the online portal of the service provider before release of payment. Hence, detail delivery report should be available in the live server of the service provider.

9.5 For SMS send by NHM:

9.5.1 Payments will be released on quarterly basis.

9.5.2 Bill in triplicate along with the detail delivery report should be submitted for release of the payment.

9.5.3 In case of any SMS related issues NHM will lodge a complaint which should be attended immediately. If problem is not resolved within 24 hours after lodge of complaint, then penalty @Rs. 100/- per day shall be deducted from the bill.

9.6 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.

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

10.0 FRAUD & CORRUPTION

10.1 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 -

- a) "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.

- b) "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
- c) "Collusive practice" means a scheme of arrangement between two or more bidders, with or without the knowledge of the Authority, designed to establish bid prices at artificial, non-competitive level.
- d) "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.

10.2 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 Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

11.0 JURISDICTION OF COURT

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

SECTION II

ANNEXURE-I: FORWARDING LETTER FOR TECHNICAL BID

(To be submitted by all bidders/applicants on their letterhead)

Date.....

To

The

Sub: Tender for

Tender Ref No:.....dated.....

Sir,

We are submitting, herewith our bid for

.....

We are enclosing Receipt No..... or Bank Draft/Bankers Cheque No....., Dated.....(amount.....)towards processing fee (if documents have been downloaded from website) and Bank Guarantee/ FDR No..... Dated..... (Amount.....) towards Earnest Money Deposit (EMD),drawn on Bank in favour of State Health Society, Assam

We agree to accept all the terms and condition as stipulated in Tender document. We also agree to submit required Performance Security as stipulated in Tender document, if selected for signing the contract.

4. We agree to keep our offer valid for the period as stipulated in your Tender document.

Enclosures:

- a)
- b)
- c)
- d)
- e)

Signature of the Bidder.....

Seal of the Bidder.....

ANNEXURE-II : UNDERTAKING (BY THE BIDDER)

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-III: PARTICULARS 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	

Date:

Place:

Signature of Bidders

Name

Office Seal

ANNEXURE-IV: TURNOVER CERTIFICATE (FROM SIMILAR ACTIVITY)

(TO BE FURNISHED IN THE LETTER HEAD OF THE AUDITOR/CA)

This is to certify that the average annual turnover of M/s in last three financial years 2015-16, 016-17 and 2017-18 (or 2016-17, 2017-18 and 2018-19) from **similar activity** is Rs.....(In words).

This is further to certify that the financial information as furnished below are true and correct and are inconsistent with the Statement of Accounts (audited) and other Statutory Returns.

Financial Year	Turnover (All Activities)	Turnover (Similar Activity)
Total		
Average		

Date :

Seal :

Signature of Auditor / Chartered
Accountant

(Name in Capital Letters)

Firm Registration No.....

ANNEXURE-V: UNDERTAKING AGAINST FRAUD & CORRUPTION

We do hereby undertake that, in competing for (and, if the award is made to us, in executing) the bid “Tender for” under Tender Reference No we shall strictly observe the policy against fraud and corruption in force in India.

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

ANNEXURE-VI: AGREED TERMS & CONDITIONS

Tender No. & Date _____

A. Details of Bidder

Bidder Name:

Offer Ref:

Contact Person:

Telephone No:

Signature:

Fax No:

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.	

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
3.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
4.	Confirm that all certificates/ documents furnished and Court Fee stamp affixed.	
5.	Confirm acceptance of Guarantee condition indicated.	
	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 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	

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	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.	<p>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.</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.	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 acceptance of Part Order.	
16.	Confirm acceptance of Repeat order within 12 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	

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	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-VII : FORMAT OF POWER-OF-ATTORNEY FOR SIGNING OF BID

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we _____ (name of the company and address of the registered office) do hereby appoint and authorize Mr / Ms _____ (full name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid document for "Tender for
....." **for National Health Mission, Assam**, in response to the tenders invited by Managing Director, National Health Mission, Assam including signing and submission of all documents and providing information / responses to National Health Mission, Assam in all matters in connection with our bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 2019

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.
3. In case the bid is signed by an authorized Director / Partner or Proprietor of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

ANNEXURE-VIII: CHECK LIST

SI No.	Cover A	Yes	NO	Page No.
1	Forwarding Letter as per Annexure-I.			
2	Rs. 8.25 Court Fee Stamp affixed /IPO for Rs 10/- for bidders outside Assam.			
3	<ul style="list-style-type: none"> Documentary evidence for the constitution of the company/Agency Registration certificate or partnership deed of the bidder. Registration & Incorporation Details 			
4	Undertaking as per Annexure-II			
5	Particulars of the Bidder as per Annexure-III.			
6	GST Registration Certificate.			
7	PAN Details			
8	Attested copy of work order and completion certificate must be submitted.			
9	Annual Turnover Statement for the past 3 financial years as per Annexure – IV along with profit & Loss and Balance Sheet Statement			
10	Audited Accounts Statement for past three financial years			
11	Copy of Income Tax Return for past three financial years			
12	Undertaking on fraud and corruption as per Annexure – V			
13	Agreed Terms & Conditions as per Annexure-VI.			
14	Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to sign the Tender documents as per Annexure – VII.			
15	Check List as per Annexure-VIII.			
16	Signature and seal on each page of Bid Document			
17	Price Bid as BOQ	Must only be uploaded in the portal https:// assamtenders.gov.in		

ANNEXURE-IX: FINANCIAL BID WITH SAMPLE BOQ

SI	Name of Services	Basic Price (Rs.)	GST (%)	GST Amount (Rs.)	Total Unit Cost (Rs.)	Total Unit Cost in words
1	Outgoing Transactional Bulk Text SMS (Rate should be quoted on per SMS basis)	Rs.		Rs.	Rs.	(Rupees Only)

Note: Total Net Unit Cost will be treated as the evaluation criteria for Price Quoted by the bidder for selection of L1 bidder.

ANNEXURE - X: 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 _____