



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

Saikia Commercial Complex, Sri Nagar Path, Near Post office Bus Stand, G. S. Road, Christianbasti, Guwahati – 781005  
Website: <https://nhm.assam.gov.in> :: Phone No: 0361-2340236/39 :: Email Id: mdnrhmasm@gmail.com

**SHORT TENDER DOCUMENT**

**For Establishment of Internet Connectivity at National Health Mission, Assam**



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

Saikia Commercial Complex, Sri Nagar Path, Near Post office Bus Stand, G. S. Road, Christianbasti, Guwahati – 781005  
Website: <https://nhm.assam.gov.in> :: Phone No: 0361-2340236/39 :: Email Id: mdnrhmasm@gmail.com

Tender Ref No:NHM-17015/3/2020-MIS-NHM-Part(2)/8450

Dated: 06/07/2020

**SHORT NOTICE INVITING TENDER**

**For Establishment of Internet Connectivity at National Health Mission, Assam**

Short Tender Reference No	NHM-17015/3/2020-MIS-NHM-Part(2)/8450 Dated: 06/07/2020
Date of publication of Tender Documents	06/07/2020 at 1:00 PM
Last Date and Time of receipt of Bid	09/07/2020 up to 2:00 PM
Date and Time of opening Bid	09/07/2020 at 3.00 PM
Place of Bid opening	Office of the Mission Director, National Health Mission, Saikia Commercial Complex, Sreenagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.
Address for Communication	Mission Director, National Health Mission, Saikia Commercial Complex, Sreenagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam
Tender Processing Fee	<b>2,000/- (Two Thousand Only)</b>
Earnest Money Deposit (EMD)	<b>5,000/- (Five Thousand Only)</b>
Performance Security	<b>5% of the order value</b>

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## SECTION-I

### **1.0 INSTRUCTION TO APPLICANT (BIDDER)**

#### **1.1 SUBMISSION OF BID**

**1.1.1** Tenders in Two Bid System i.e. Technical Bid and Price Bid affixing court fee stamp of Rs 8.25 or IPO of Rs 10/- only, are invited separately by National Health Mission, Assam from reputed Internet Service Provider Companies for establishment of **10 Mbps & 5 Mbps Internet Connectivity through Leased Line** at the Command and Control Centre of Office of the Mission Director, National Health Mission, Assam.

**1.1.2** Tenders in two parts **{Technical bid (Cover "A") and Price Bid (Cover "B")}** should be submitted to office of the Mission Director, National Health Mission, Saikia Commercial Complex, Shreenagar Path, Christianbasti, G S Road, Guwahati-781005, Assam.

#### **1.2 IMPORTANT NOTES & DELIVERABLES**

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

**1.2.2** The Tender is invited for **10 Mbps and 5 Mbps Internet Connectivity through Leased Line from different Internet Service Provider**. Both the connectivity will be taken from separate service provider.

**1.2.3** The connectivity to be established at the Office of the Mission Director, National Health Mission, Assam.

**1.2.4** The selected vendor will have to establish dedicated and quality Bandwidth which can be connected to multiple or unlimited computers with fast and unlimited upload and download facility.

**1.2.5** Uninterrupted Internet Service must be provided.

**1.2.6** All necessary hardware/ equipments need to be provided by the vendor for the connection. Maintenance of such equipments will also be done by the vendor.

**1.2.7** Only power supply will be provided by the National Health Mission, Assam.

**1.2.8** The selected vendor should provide a contact number for attending complaints which should be available on 24 X 7.

**1.2.9** The selected vendor will do all liaisoning & co-ordination job, if any required, and will be a single point of contact for all the link-related issues.

**1.2.10** 99% or higher uptime must be provided.

**1.2.11** Selected vendor has to provide the necessary user details (IP address/IP Location/Service Provider/MAC Address of the user IP/session etc) of accessing the internet provided by them.

- 1.2.12** Online Monitoring tool should be provided for monitoring the usage of bandwidth.
- 1.2.13** In case of any link failure or any other network related issues NHM will lodge a complaint which should be attended immediately.
- 1.2.14** In any case time to resolve the issue should not exceed 1 hour from time of call log. Penalty will be imposed in case the issue is not sorted out within one hour. For link failure beyond 1 hour of call log, penalty @1% of the monthly cost will be imposed per hour calculating the total link failure time.
- 1.2.15** The vendor will have to ensure preventive maintenance of the connectivity and equipments on fortnightly basis.
- 1.2.16** The Vendor shall ensure that, services provided are of best of quality and shall perform in full conformity with the specifications.
- 1.2.17** The successful bidder shall have to agree to a service level of 99% or higher uptime and sign an agreement for the same (SLA). Certificate of at least 99% uptime of each location should be enclosed along with bill for payment.
- 1.2.18** In case of consortium, bidder must provide relevant details of all parties forming the consortium. All the licensing requirements should be fulfilled by the prime bidder. The prime bidder shall be responsible for billing on its own behalf and on behalf of consortium partners.
- 1.2.19** National Health Mission, Assam will not bear any expenses for conducting feasibility study in the location. Bidder has to do the feasibility study at their own cost.
- 1.2.20** National Health Mission, Assam will not bear any expenses other than the quoted price. If any expenses required during implementation phase like hiring of space for installation of equipment/ cable/ tower etc, any local body taxes or any other expenses, then that should be bear by the successful bidder. National Health Mission, Assam is not liable to pay any extra cost other than the quoted price in the price bid.
- 1.2.21** **Initially the contract will be awarded for one year. It may be extended / renewed on yearly basis based on performance and requirement.**
- 1.2.22** Any amendment or clarifications shall be uploaded on <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 a single entity registered under relevant law in India. Certificate of incorporation or registration of the bidder must be submitted.

- 1.3.2** Bidder should have a valid Trade License/ Certificate from Telecom Regulatory Authority of India/ or from appropriate authority and having at least 3 years of experience in Assam as on 31<sup>st</sup> March 2020.
- 1.3.3** Average Annual Turnover of the bidder in the last three financial years from similar activity should not be less than **Rs. 5 Lakhs**. The average annual turnover certificate as issued by the Auditor/Chartered Accountant should be submitted. The Certificate must be accompanied by attested copies of audited Statement of Accounts of last three financial years.
- 1.3.4** 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.
- 1.3.5** 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.
- 1.3.6** The service should not be blacklisted at any point of time either by the Bid Inviting Authority or by any State Government organization/ Central Government organizations / Financial Institutes/ Public Sector Institutes/ Reputed Educational 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 Short Tender documents may be obtained from the website- <https://nhm.assam.gov.in>. The Bid should be submitted along with **Court Fee Stamp (Rs 8.25)/IPO (Rs 10.00)** to the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Shreenagar Path, Christianbasti, G S Road, Guwahati-781005, Assam on or before the last date and time of submission of the Bid.
- 1.4.2** 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.
- 1.4.3** At any time prior to the date of submission of bid, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender 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 bid (Technical & Financial Bid).
- 1.4.4** Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.

## 1.5 TECHNO-COMMERCIAL BID - COVER "A"

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

**1.5.2 Court Fee Stamp/IPO and Processing Fee:** 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.

**1.5.3** The non-refundable Tender Processing fee and Earnest Money Deposit (EMD) should be submitted in the form of Demand Draft/ Bank Guarantee issued by a scheduled commercial bank in India having branch in Guwahati favoring "State Health Society, Assam", payable at Guwahati

or

through Direct Bank Transfer to the "State Health Society, Assam" account through NEFT/ RTGS service. However, evidence of transaction details should be submitted. Bank account details mentioned below:

**Bank account details of "State Health Society, Assam":**

Bank Name : Assam Co-Operative Apex Bank Ltd., Dispur Branch

Account Name : State Health Society, Assam

Account No : 481042010014051

IFSC Code : HDFC0CACABL

**1.5.4 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.

**1.5.5** Details of the Bidder: Name, contact number and address of the Managing Director, CEO, and Managing Partner of the bidder should be submitted.

**1.5.6 Particulars of the Bidder:** Particulars of the Bidder in the as per **Annexure - II** should be enclosed.

**1.5.7** The bidder should submit a valid Trade License/ Certificate from Telecom Regulatory Authority of India/ or from appropriate authority.

**1.5.8** Attested copy of work order and completion certificate of similar service must be submitted with the Technical Bid.

**1.5.9 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**.

**1.5.10 Undertaking of Bidder:** Undertaking should be submitted as per **Annexure-I**.



**1.5.11 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 - III** 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.

**1.5.12 GST Registration Certificate & PAN:** Copy GST registration Certificate and Income Tax PAN.

**1.5.13 Undertaking Against Fraud & Corruption:** Undertaking against fraud and corruption in the format at **Annexure-IV**.

**1.5.14 Agreed Terms & Conditions of Bidder:** Agreed Terms & Conditions as per **Annexure - V**.

**1.5.15 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 - VI**".

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

**1.5.17** 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.

## **1.6 PRICE BID- COVER "B"**

**1.6.1** The bidder shall put the duly signed Price Bid as per **Annexure- VIII** in a sealed cover Super scribed as "**PRICE BID COVER "B" (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.

**1.6.2** 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.

## **1.7 COVER FOR TECHNICAL BID - COVER "A" & PRICE BID - COVER "B"**

The two separately sealed covers Technical Bid (Cover "A") and Price Bid (Cover "B") shall be placed together inside another cover which shall be sealed and super scribed as "**(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.

## **1.8 VALIDITY OF BID**

**1.8.1** 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.

## **1.9 VALIDITY OF OFFER OF SUCCESSFUL BIDDER**

**1.9.1** The validity of offer of the successful bidder shall be at least **Two (2) years** from the date of finalization of the order and the successful bidder will be bound to provide service as terms 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 and thereafter price bid will be open from amongst those qualifying the technical bid.

#### **2.1.1 Evaluation of L1 bidder for 10 Mbps Internet Connectivity**

**All technically qualified bidders is eligible for evaluation of price bid for the 10 Mbps Internet Connectivity. Hence on the basis of the Net Amount quoted per Year L1 (Lowest) bidder will be selected. Conditional discounts shall not be taken into account for price comparison.**

#### **2.1.2 Evaluation of L1 bidder for 5 Mbps Internet Connectivity**

**All technically qualified bidders except L1 (Lowest) bidder of 10 Mbps Internet Connectivity is eligible for evaluation of price bid for the 5 Mbps Internet Connectivity. Hence on the basis of the Net Amount quoted per Year L1 (Lowest) bidder will be selected. Conditional discounts shall not be taken into account for price comparison.**

### **2.2 Right to Reject Tender**

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

### **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 7 days of signing of the agreement, shall be required to submit Security Deposit of 5% of the order value in the form of bank guarantee from any Indian nationalized bank in favour of “**State Health Society, Assam**” valid for a period of **One(1) year and Six(6) month** from the date of order.

However, if the supplier fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited.

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

**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.

### **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. 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 CONDITIONS**

### **8.1 SPECIFICATIONS AND QUALITY**

**8.1.1** The items supplied by the successful bidder shall be of standard quality and shall comply with specifications, stipulations and conditions specified.

**8.1.2** No reconditioned or refurbished items shall be allowed. In case any item or component found to be reconditioned or refurbished (not new) then this shall be treated as cheating amounting to breach of contract and accordingly all legal recourses available under the Law in addition to forfeiture of performance security and blacklisting shall be undertaken.

### **8.2 DELIVERY PERIOD**

**8.2.1** The Internet connectivity should be commissioned at the Command and Control Centre of Office of the Mission Director, National Health Mission, Assam **within 7 days from the date of issue of the Order.**

### **8.3 PENALTY FOR DELAYED DELIVERY**

**8.3.1** In case there is delay in delivery beyond the stipulated period as mentioned in the Order, there shall be **reduction in price @ 0.5 % of the order value** of the delayed in Establishment of Internet Connectivity **per day of delay** subject to a maximum of 10% of the total order value.

**8.3.2** 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.

## **9.0 PAYMENT TERMS**

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

**9.2** Payments will be made strictly as per rules of the Tender Inviting Authority after deducting penalty (if any).

- 9.3** Payments will be made on quarterly basis after completion of the quarter. Bill in triplicate along with the following documents should be submitted for release of the payment
- (i) Day wise uptime/ downtime report
  - (ii) Day wise bandwidth utilization report
  - (iii) Commissioning & Installation Report (along with the 1st Invoice)
- 9.4** Without Agreement and Security deposit payment shall not be released.
- 9.5** 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.
- 9.6** 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**

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

**SECTION – II**

**ANNEXURE - I : 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 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 - II: 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-III: 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 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.

<b>Financial Year</b>	<b>Turnover</b>
<b>Total</b>	
<b>Average</b>	

Date :

Seal :

Signature of Auditor / Chartered  
Accountant  
(Name in Capital Letters)  
Firm Registration No.....

**ANNEXURE-IV: 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-V: 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 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 acceptance of Technical Specification and scope of supply as per Tender Document.	
2.	In case of deviations, confirm that the same have been	

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	highlighted separately.	
3.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
4.	Confirm that all certificates/ documents furnished and Court Fee stamp affixed.	
5.	Confirm acceptance of Guarantee condition indicated.	
	<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 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 day of delay or part thereof subject to maximum of 10% of the total order value.	

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
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 <b>24</b> months from the date of initial order at same price and terms & conditions.	
17.	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
18.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
19.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed,	

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	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-VI: FORWARDING LETTER**

(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 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 - 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 Mission 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 \_\_\_\_\_ 2020

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 : FORMAT OF PRICE BID**

(To be submitted in official letter head)

**Price Bid**  
**Tender for Establishment of Internet Connectivity**

Tender Reference No: \_\_\_\_\_

Name of the Bidder: \_\_\_\_\_

Sl	Name of the Item	Basic Price for 1 Year (Rs.)	GST (%)	GST Amount (Rs.)	Net Amount for 1 year (including GST) (Rs.)	Net Amount for 1 year in words (including GST)
1	10 Mbps Internet connectivity through Leased Line					
2	5 Mbps Internet connectivity through Leased Line					

Note: Evaluation will be done as per relevant clause mentioned in the Tender Document.

Signature of the Bidder (with office seal)

Name:

Designation:

Contact No:

**ANNEXURE – IX: CHECK LIST**

Sl No.	Cover A	Yes	No	Page No.
1	Rs. 8.25 Court Fee Stamp affixed /IPO for Rs 10/- for bidders outside Assam.			
2	Forwarding Letter as per <b>Annexure-VI</b>			
3	Check List as per <b>Annexure-IX</b> .			
4	Undertaking as per <b>Annexure-I</b>			
5	Particulars of the Bidder as per <b>Annexure-II</b> .			
6	Annual Turnover Statement for the past 3 financial years as per <b>Annexure – III</b> along with profit & Loss and Balance Sheet Statement			
7	Undertaking on fraud and corruption as per <b>Annexure – IV</b>			
8	Agreed Terms & Conditions as per <b>Annexure-V</b> .			
9	Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to sign the Tender documents as per <b>Annexure – VII</b> .			
10	Documentary evidence for the constitution of the company/Agency			
11	Registration & Incorporation Details			
12	GST Registration Certificate.			
13	PAN Details			
14	Valid Trade License/ Certificate from Telecom Regulatory Authority of India/ or from appropriate authority.			
15	Attested copy of work order and completion certificate of similar service			
16	Name, contact number of the Managing Director, CEO, Owner of the bidder.			
17	Signature and seal on each page of Bid Document			
18	Price Bid as BOQ			

**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 \_\_\_\_\_

**\*\*\* XXX \*\*\***