

# **TENDER DOCUMENT**

TENDER REFERENCE NO: NHM/IEC-BCC/Tender/EOI/2016-17/2973/Pt-2/297 DATE: 24 /12/2020

TENDER FOR SELECTION OF AN AGENCY FOR PROVIDING SERVICES RELATING TO DESIGNING AND TRANSLATION OF PRINTING MATERIALS UNDER A TWO YEARS RATE CONTRACT.

Issued By

# **MISSION DIRECTOR**

National Health Mission, Assam Saikia Commercial Complex, Sri Nagar Path, Near Post Office Bus Stand, G. S. Road, Christian basti, Guwahati-781005 Website: <u>https://nhm.assam.gov.ln</u> :: Email Id: <u>mdnrhmasm@gmail.com</u>::Phone No: 0361-2340236/



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

Saikia Commercial Complex, Sri Nagar Path, Near Post Office Bus Stand, G. S. Road, Christian basti, Guwahati-781005 Web: https://nhm.assam.gov.ln :: Email: mdnrhmasm@gmail.com::Phone: 0361-2340236/39

# **NOTICE INVITING TENDER**

Tender No: NHM/IEC-BCC/Tender/EOI/2016-17/2973/Pt-2/297

Date: 24 /12 /2020

Online bids are invited by the under signed from eligible parties interested in providing services relating to designing and translation of printing materials on outsourcing basis under a two years rate contract.

Tender Schedule					
Date and time of issue of the Tender	Date: 24-12-2020				
	Time:11:00 AM				
Date, time and venue for pre-bid meeting.	Date: 31-12-2020				
Note: Last date and time of receipt of pre	Time:2 PM				
bid queries vide email only, due to Covid	Email: <a href="mailto:iec.nrhm.assam@gmail.com">iec.nrhm.assam@gmail.com</a>				
protocols	Note: Bidders are requested to send their pre bid queries vide				
	above email id within due date and time				
Last date and time of submission of online	Date: 04-01-2021				
Bid (Financial & Technical)	Time: 2:00 pm				
Last date & time of submission of hardcopy	Date: 04-01-2021				
of the technical bid (only).	Time: 2:00 pm				
Date and time of technical bid opening	Date: 04-01-2021				
	Time: 3:00 pm				
Place of Technical Bid opening.	Office of the Mission Director, National Health Mission, Saikia				
	Commercial Complex, Srinagar Path, Christian basti, G.S Road, Guwahati-781005, Assam.				
Address for Communication	Mission Director, National Health Mission, Saikia Commercial				
	Complex, Srinagar Path, Christian basti, G.S Road, Guwahati- 781005, Assam.				
Tender Processing Fee	Rs 2000/-(Rupees Two Thousand) only in the form of				
(non-refundable)	Demand Draft in favour of "State Health Society, Assam"				
EMD/Bid Security	Rs 50,000/- (Rupees Fifty Thousand Only) in the form of				
	DD/FDR/BG/NEFT in favour of "State Health Society, Assam"				

S/d Mission Director, NHM, Assam

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# 1. Instruction to the Bidder

## 1.1 Submission of Proposal (Bid)

- **1.1.1** e-Tenders in Two Bid System I.e. Technical Bid & Price Bid (BOQ to be uploaded) affixing court fee stamp of Rs 8.25 or IPO of Rs 10/- only(outside state bidder), are invited from reputed agencies to carry out designing, translation and DTP of printing materials for NHM, Assam. Interested parties are requested to submit their bids (Technical & Price)along with required documents as specified within due date and time.
- 1.1.2 e-Tenders in two parts {Technical bid (Cover "A") and Price Bid (BOQ)} should be uploaded (submitted) on-line by the bidder on the e-Tender portal i.e. <u>http://assamtenders.gov.in</u> on or before the due date and time as specified the Notice Inviting Tender (NIT). The hardcopy of the

technical bid (Cover "A") should also be submitted within the due date and time as specified under NIT to the address of the Mission Director, NHM, Assam in give as below:

Office of the Mission Director National Health Mission, Saikia Commercial Complex, Shreenagar Path, Christian basti, G S Road, Guwahati- 781005, Assam.

- **1.1.3** If the bidder fails to submit the bid within due date and time (i.e. late bid) then the same shall be treat as no bid and liable for rejection summarily.
- **1.1.4** The Tender Inviting Authority may ,for any reason, at any time prior to the date of submission of bid, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment. All prospective bidders who have received the bid document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, the Tender Inviting Authority may at its discretion, extend the date and time for submission of bids.
- **1.1.5** Bidders are required to submit their queries, if any, prior to the date and time of pre-bid conference for consideration of the TIA. Queries, clarifications or suggestions subsequent to the pre-bid conference shall not be entertained.
- **1.1.6** Interested eligible bidders, if they so desire, may obtain further information from the office of the Tender Inviting Authority.

# 1.2. Bid Validity

- 1.2.1. The bid shall remain valid for a minimum period of 180 days from the date of opening of the Technical Bid (as per NIT), any bid with a shorter bid validity shall be liable for rejection. The Authority may, if required, seek an extension of the bid validity period with the consent of the bidders.
- 1.2.2. The Bid with a lesser validity period shall be liable for rejection.
- 1.2.3. Withdrawal of bid by the bidder anytime during the validity period shall result in forfeiture of EMD amount.

# 1.3. Preparation & Submission of Technical Bid.

- 1.3.1. The bid document should be downloaded from the official website- <u>http://assamtenders.gov.in</u>. The bidder downloading the bid document from the website is required to deposit Rs. 2000/-(non-refundable) as "Tender Processing Fee", in the form of Demand Draft in favour of "State Health Society, Assam" payable at Guwahati while submitting the bid. Tenders without processing fee shall be rejected summarily.
- 1.3.2. The Bidder should also submit "Earnest Money Deposit" amounting to Rs. 50,000 (Rupees Fifty Thousand only) shall be only in the form of DD/FDR(duly lien marked)/Bank Guarantee (irrevocable) issued by a scheduled commercial bank in India having branch in Guwahati favoring "State Health

Society, Assam", payable at Guwahati . The validity of the EMD shall be for a period of at least 200 days from the date of submission of bid. EMD submitted in any other form shall not be entertained. If the successful bidder fails to execute the agreement and/or fails to deposit the performance security amount within the specified time, or withdraws his bid within the validity period of the bid, the EMD shall be forfeited. The EMD of the unsuccessful shall be returned within 30 days of signing of the contract with the successful bidder. The EMD of the successful shall be returned only after the submission of the Performance Security and signing of the contract.

- 1.3.3 Detailed checklist of documents to be submitted along with the technical bid is given in "Annexure-A4". The documents should be serially arranged as per "Annexure-A4" and should be securely tied, sealed and signed.
- 1.3.4. **Signatory to the Bid:** The bid document should be serially numbered, sealed and signed by the bidder (or authorized representatives) in all pages with office seal and submitted with the bid. The signatory to the bid document shall depend on the constitution of the bidder, as given below:

SI. No	Constitution of the Bidder	Signatory
1	Proprietorship Firm	Proprietor.
2	Partnership Firm	All the partners or by any one of the partner or employees duly authorized by remaining partners vide a power of attorney.
3	Company	Any one of the directors or employees duly authorized vide a board resolution and (or) power of attorney.

# 1.3.5 Submission of hardcopy of the "Technical Proposal":

The above documents should be sealed in a separate cover super scribed as "TECHNICAL BID, COVER "A" (<u>TENDER FOR **DESIGING & TRANSLATION OF PRINITNG MATERIALS FOR NHM**, **ASSAM**)" and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Shreenagar Path, Christian Basti, G S Road, Guwahati-781005. This is in addition to submission of the same (technical proposal) on-line vide the e-Tender portal i.e.<u>http://assamtenders.gov.in</u>.</u>

# 1.4. Submission of Financial Bid

- 1.4.1. The blank price bid in the form of BOQ should be downloaded from the e-Tender portal i.e.<u>http://assamtenders.gov.in</u>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 portal. Hard Copy of Price bid will not be accepted. Sample BOQ may be seen at "Annexure B1" for reference only.
- 1.4.2. 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 prices to be quoted 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.
- 1.4.3. The bidders have to quote the price for **all** the services, in INR only. Bidders are not allowed to quote for the selected services. The price quoted for each type of services shall be consider to be all inclusive

and the Authority shall not pay any additional amount other than the piece quoted for the respective service by the bidder, in case the contract is awarded.

# 2. Eligibility Criteria

2.1.1 The Eligibility Criteria and the documents required to be given as the part of the technical bid are given in the table below:

SI. No	Eligibility Criteria	Documents required
1	a) Must be an entity registered under relevant laws in India having office/place of business in Guwahati.	<ul> <li>Certificate of Incorporation/ Registration Certificate/Partnership Deed.</li> <li>Registration with relevant Authority including DIC Registration, Trade license, as applicable.</li> </ul>
2	<ul> <li>a) Should have experiences of working with Govt./Semi-Govt organizations including departments, institutions, PSU, Local Urban Bodies, etc. for providing similar services including creative works /campaigns /designing works for print media/social media atleast for last 4(four) financial years (i.e. 2016-17, 2017- 18,2018-19,2019-20).</li> </ul>	<ul> <li>Attested copies of atleast 4 work order/ service contract.</li> <li>Minimum of one work order or contract copy for each financial year in last four financial years (i.e. 2016-17, 2017- 18,2018-19,2019-20)</li> </ul>
3	<ul> <li>a) Should have qualified manpower to carry out translation works from English to Assamese, Bengali, English and Bodo and vice-versa.</li> <li>b) Should have expert manpower and capacity for DTP in Assamese, Bengali, Bodo and English languages.</li> </ul>	Details of manpower in the respective fields to be enclosed along with a declaration as per the format given under " <b>Annexure-A1</b> ". Copy of the Work Order or Service contract in support of the translation or DTP work done by the bidder in Assamese, Bengali, Bodo and
4	<ul> <li>a) Should have an average annual turnover of at least Rs 15.00 Lakhs during the last three financial years i.e. (2016-17, 2017-18 and 2018-19) or (2017-18, 2018-19 and 2019-20), where the audit for FY 2019-20 is complete.</li> </ul>	English languages Average annual turnover of last three financial years certified by a Chartered Accountant/Auditor as per the format given in <b>"Annexure-A2</b> " along with attested cops of Profit &Loss Accounts &Balance Sheets for the respective years.
5	Should have valid GST& Income Tax Registration	Self-attested copies of GST registration Certificate and PAN Card.
6	Should not have any ongoing court case against the firm or been blacklisted or debarred from participation in any tendering by any Government or Semi-government institution, agency including government department, institutions, public Sector Undertaking, Urban Local Bodies	Declaration as per Annexure: A1

# 3. Bid Evaluation & Award of Contract

# 3.1. Technical Bid Evaluation

- 3.1.1. The "Tender Evaluation Committee (TEC)" appointed by the "Tender Inviting Authority" will carry out the evaluation of all proposals that has been submitted on time. The TEC shall first check whether the proposal is complete in all respect. In case of incomplete or defective or late or conditional proposal, the same shall be liable for rejection, summarily.
- 3.1.2. The TEC shall first scrutinize the proposals in detail to shortlist the bidders those who fulfill the eligible criteria set out in para 2.1. The Technical proposals of those bidders who fulfill the eligibility criteria shall be considered for financial bid evaluation.

# 3.2. Financial Bid Opening

- 3.2.1 The financial bid of only those bidders who qualify in the technical bid evaluation shall be eligible for opening and price comparison.
- 3.2.2. The financial bids shall be ranked as per the price quoted in the financial bid. The technically qualified bidder having lowest financial quote shall be ranked as L1 and declared as the most preferred (successful) bidder and awarded the contract.
- 3.2.3 The evaluation and price comparison shall be done on the basis of total estimated annual cost of all the services as quoted in the price bid and submitted online(price bid format given in Annexure B1 only for reference). Selection of service provider shall not be done separately for each service. All the service to be provided by one single Agency.
- 3.2.4. 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.

## 3.3. Award of Contract

- 3.3.1. The successful bidder shall be invited to execute an agreement as per the format given in "Annexure B2" on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder). The successful bidder has to sign the contract within 10 days from the date of issue of the "Letter of Intimation".
- 3.3.2. The successful bidder has to submit the performance security of Rs 2,00,000/- (Rupees two lakhs only) in form of bank guarantee issued by any scheduled bank in India having branch in Guwahati in favour of "State Health Society, Assam" before signing the contract. The EMD of the successful bidder shall be forfeited, in case it fails to submit the performance security and sign the contract within the timeline, in addition to blacklisting or debarred from participating in any tender issued by the TIA for a period of three years. The Performance security shall be valid for a period up to minimum 60 days beyond the contract period.
- 3.3.3. The contract shall be originally for a period of 2 (two) years from signing the contract, which may be extended further maximum for another year with mutual consent, with same terms and conditions.

3.3.4 Authority Reserves the right to go for parallel contract with next preferred bidders (i.e. L2 & L3) provided they agree to the price offer by the L1 bidder as a precautionary measure in case L1 bidder fails to perform or deliver on time due to whatsoever reason including work overload, lack of expertise, meet emergency requirement, etc. In case of parallel rate contract the work shall be allocated as far as possible in the ratio of 60:20:20.

# 4. Conditions of the Contract

# 4.1. Price Validity:

The price as agreed and contracted between both the parties (offered by the successful bidder and accepted by the TIA) for different services shall remain valid for the entire contract period. The contracted Agency shall not be allowed at any point of time on any ground, whatsoever, to claim revision or modification in the rates as agreed and contracted.

# 4.3. Payment Provision:

- 4.3.1. On completion of work order assigned, bills/invoices should be raised in triplicate in the name of the tender inviting authority with address.
- 4.3.2. If the services rendered by the Agency (Service Provider) are not satisfactory it shall not be accepted. The committee constituted by the TIA shall do the quality assurance of the outputs delivered by the agency against particular work order. It's the responsibility of the Agency to ensure that the outputs that would be produced by it for NHM, Assam are of required quality.
- 4.3.3. Payments towards any services rendered by the agency will be made strictly as per the norms as adopted by the Tender Inviting Authority. All payment shall be made either by way of crossed A/C payee cheque or online transfer.
- 4.3.4. All the payment to the Agency by the Authority shall be subject to statutory deductions including TDS. And the GST shall be paid only against GST invoice at the applicable rate.

# 4.4. Fraud & Corruption

- 4.4.1. The Agency 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:
  - i) "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.
  - ii) "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
  - iii) "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.
  - iv) "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.
- 4.4.2. Any time during the process of evaluation of a bid or proposal or after award of the 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 in addition to forfeiture of the performance security and debarment from participating in any bid issued by the TIA for atleast three years from the date of such debarment.

# 4.5. Termination of the Contract:

- 4.5.1. The tender inviting authority reserves the right to terminate the contract any time premature serving a 30 days' notice in following circumstances:
  - a) The Agency fails to deliver the service (output) on time of required quality.
  - b) The Authority has the reason to believe that the agency is not in a position to deliver timely and quality service, due to lack of skilled manpower and infrastructure.
  - c) The Agency is found to be involves in fraudulent and corrupt practice.

## 4.6. Arbitration:

4.6.1. 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.

#### 4.7. Saving Clause:

4.7.1. 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.

## 4.8. 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 city of Guwahati only.

Bidder should not have been debarred/blacklist by any state government or central government or their instrumentalities. There should not be any criminal case pending before any court of competent jurisdiction. A self declaration certificate to this effect must be submitted along with technical bid.

## 5. Scope of the Work:

#### 5.1 Types of Services and timeline for delivery

5.1.1. The agency is required to provide followings service to the Authority on as and when required basis during the tenure of the contract at the rate as contracted.

SI. No	Type of Service	Expected timeline/	Brief Description of the service
		capacity	
1	Develop creative design for	Same day/timeline	Content Writing, creative designing and
	printing as per the requirement	shared by NHM,	proof reading of every creative be it Print
	of the Authority.	Assam	ads, leaflets, banners, posters and other
			printing items)
2	Translation of Printing material	Atleast1000 words	Translation of each and every creative in
		per day(can vary as	English, Assamese, Bengali,Bodo.
		per need basis)	
3	DTP Work	At least 100 pages	DTP of the creatives in all languages
		per day (can vary as	required(Print ads, leaflets, banners ,posters,
		per need basis).	books etc)
4	Modification of Design	Same day/ timeline	Modification of creatives that has already
		shared by NHM,	been used earlier .It can be of any
		Assam	creative and in any language.

- 5.1.2. National Health Mission, Assam works under Mission Mode, as such firms willing to work with NHM, Assam must be alert at all times. Sometimes work may be needed in any health emergency situation, as such the firms shall make provisions to deliver within stipulated time. A work station should be made available to the creative person at all times.
- 5.1.3. Firms should have the capability to do in-depth research work for any given assignments independently.
- 5.1.4 Translation and DTP with copy writing, proof reading is applicable for ANY/ALL designs or creative's as assigned by NHM, Assam as and when required.

#### 5.2 Quality assurance of the Output delivered:

5.2.1. The committee constituted by the TIA shall do the quality assurance of the outputs delivered by the agency against particular work order. It's the responsibility of the Agency to ensure that the outputs that would be produced by it for NHM, Assam are of required quality. No output shall be approved for payment unless the quality of the output is approved by the Authority.

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#### **ANNEXURE-A1: DECLARATION**

#### **DECLARATION BY THE BIDDER**

То

The Mission Director National Health Mission, Assam

Tender Reference No:

Title of the Tender: For Selection of an Agency for Providing Services Relating to Designing and Translation of Printing Materials on Outsourcing Basis.

Sir,

I, Shri \_\_\_\_\_, on behalf of M/s \_\_\_\_\_

having registered office at \_\_\_\_\_\_and Branch office at \_\_\_\_\_\_

\_\_\_\_\_, do hereby declare that

- 1. I/We have the requisite manpower for undertaking translation & DTP works in Assamese, Bengali, Bodo & English.
- I/We have the requisite manpower for undertaking designing works in Assamese, Bengali, Bodo & English.
- I/we are not blacklisted or debarred from participating in any bidding process by any Government or Semi-government Agency/Institution and there is no any court case against us which is time being in force.
- 4. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

Signature of the Bidder/Authorized Representative:

Name :

Date:

Seal

#### ANNUAL TURNOVER CERATIFICATE (To be furnished in the letter head of the auditor/CA)

This is to certify that the average annual turnover of M/s ......(bidder )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.

SI No.	Year	Turnover in Lakhs
1.	2016-17 or 2017-18	
2.	2017-18 or 2018-19	
3.	2018-19 or 2019-20	
	Total	- RsLakhs

THE AVERAGE ANNUAL TURNOVER= Rs...

Date : Seal : Signature of Auditor / Chartered Accountant

(Name in Capital Letters)

Firm Registration No.....

UDIN No: .....

### **ANNEXURE- A3: UNDERTAKINGS**

#### UNDERTAKING

То

Mission Director, National Health Mission, Assam

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

Sir,

Ι,	Shri					on	behalf	of	M/s
						having	registered	office	at
			and b	oranch offi	ice at		-, do hereby	declare t	that I
have	gone throu	gh the term	ns and co	nditions m	nentioned fo	or the abov	e and undert	ake to co	mply
with a	all tender te	erms and co	nditions.	The rates	s quoted by	me/us are	valid and bin	ding on n	ne/us
for ac	ceptance fo	or a period c	of two yea	ars from th	ne date of a	ward of cor	ntract to us.		

- 2. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and 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. I/We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
- 5. I/We hereby undertake to do all the works during the validity period of the tender as per requisite of the tender inviting authority.

SIGNATURE: NAME & DESIGNATION : DATE: OFFICIAL SEAL OF THE FIRM:

# **ANNEXURE-A4: CHECKLIST**

### **CHECK LIST FOR TECHNICAL BID**

SI.	Cover A	Particulars	Yes	No	Page No
1.	Court Fee Stamp/IPO & Tender Document Fee	Documents			
	furnished	must be			
2.	EMD Document/Instrument	submitted			
3.	Declaration As per Annexure-A1.	offline and the			
5.	Trade license/registration certificate from	scanned copy of			
	competent authority furnished.	the same must			
6.	Attested copies of atleast 4 work order/ service	be uploaded in			
	contract executed for any Government or Semi-	the portal:			
	government Agency/Institution.	www.assamten			
	Minimum of one work order or contract copy for	ders.gov.in			
	each financial year in last four financial years (i.e.				
	2016-17, 2017-18,2018-19,2019-20).				
7.	Details employees of the firm who shall handle				
	the NHM Account, if awarded ,along with their				
	resume with work experience in the field of				
	Creative, Client Associates, Copy Writer, Proof reader, Designer, DTP, etc.				
8.	Attested copies of work order or service contracts				
	in support of the translation or DTP work done in				
	Assamese, Bengali, Bodo languages.				
9	Annual turnover statement for the last 3 financial				
,	years in the specified format as per <u>Annexure-A2</u> .				
	· · · · · · · · · · · · · · · · · · ·				
10.	Undertakings by the Bidder As per Annexure-A3.				
11.	Copy PAN &GST Registration Certificate				
12.	Price Bid as BOQ (as e.g. set in Annexure B1) to	Must be			
	be uploaded online only. Hardcopy of the same	uploaded online			
	will not be accepted.	only. Hardcopy			
		of the same will			
		not be			
		accepted.			

#### **AGREED TERMS & CONDITIONS**

Tender No	Date
Title of the Tender	
A. Details of Bidder	

Bidder Name:

Offer Ref:

Telephone No: Fax No: Contact Person: Signature:

E-mail:

- B. <u>Definitions</u>
- 1. "Authority" 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.

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.

SI. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)		
	A. 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	NA		
	scope of supply as per Tender Document.			
3.	In case of deviations, confirm that the same have been	NA		
	highlighted separately.			
4.	Confirm that literature and technical data, wherever			
	applicable, have been enclosed.			
5.	Confirm that all certificates/ documents furnished.			
6.	Confirm that Earnest Money Deposit (EMD) as per bid			
	document has been furnished in Cover A			
	B. Commercial			
1.	Confirm that the quoted rate is all inclusive (including			
	GST).			
2.	Confirm furnishing of price break-up of each item			
	showing basic rate of service and GST as % age of basic			

SI. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)		
	rate to arrive at final price in D1 above.			
3.	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be			
	borne by the NHM authority.			
4.	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 agency.			
5.	Confirm acceptance of Price Reduction Schedule for delay in provision of the designs @ 0.5% of the bill value	NA		
6.	Confirm acceptance of relevant payment terms specified in the bid document.			
7.	It is noted that delivery period, price reduction, termination etc., are subject to Force Majeure Condition as stipulated in the bid document.			
8.	Confirm that the quoted prices shall remain firm & fixed till validity of the tender.			
9.	Confirm that security deposit of <b>Rs 2,00, 000.00 (two</b> <b>lakhs)</b> in the form of a Bank Guarantee from a scheduled commercial bank having branch in Guwahati shall be furnished, which will be valid for a period of 60 days beyond the contract period.			
10.	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.			
11.	Confirm that you shall observe the highest standard of ethics during bidding and in case favored with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.			
12.	Confirm that the offer shall be valid for a period of 180 days from the date of bid opening.			

SIGNATURE:

NAME & DESIGNATION :

DATE:

NAME & ADDRESS OF THE FIRM :

### **ANNEXURE-B1: SAMPLE PRICE BID**

### Sample PRICED BID (to be submitted online only)

To The Mission Director, NHM, Assam. I do hereby submit my financial bid for the item

Tender No. : .....

SI. no	Item/Service	m/Service Unit Basic Rate GST per Unit		GST	Total Unit Rate (In INR)	Estimated volume of Work per	Estimated Annual Service Cost	
			in Rs.	% Amount			annum under each category of services	
Α	В	C	D	Ε	F=DxE	G=D+F	Н	I=HxG
1	Creative designing of the printing material including adaptation.	Per design					400 design (approx.)	
2.	2. Translation of printing materials from English to local languages or vice versa						At least 1000 words per day (can vary as per need basis)	
3.	3. DTP						At least 100 pages per day (can vary as per need basis)	
4.	Modification of existing design	Per design					150 design (approx.)	
	Total estimated cost for all four services for price comparison (in Amount)         Total (in words)							

#### Note:

- a) Bidder has to quote for all four services in INR only. Partial bidding shall not be allowed.
- b) Bidder with lower overall cost (estimated total annual cost as per column "I") based on the estimated annual requirement of services shall be declared as the successful bidder and accordingly price comparison shall be done.

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

# **ANNEXURE-B2: FORMAT FOR AGREEMENT**

#### **SERVICE AGREEMENT**

#### WHEREAS

- (B) The SECOND PARTY submitted its bid for the aforementioned work and agreed to execute the work on the terms & conditions set forth in the Tender document and this Contract Agreement.
- (C) The FIRST PARTY , on accepting the bid of the SECOND PARTY issued a Letter of Acceptance vide its Letter No.......Dated .....
- (D) In pursuance of the Letter of Acceptance, the parties have agreed to enter into this Agreement and deposited the performance security amounting to Rs ......vide ......vide ......

WHEREAS in order to avoid all future disputes and misunderstanding, it has been deemed expedient by the parties hereto to put into writing the terms of this Contract Agreement.

#### Now, therefore this Contract Agreement witness as under:

- 1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender document.
- 2. The following documents shall constitute the contract between the Tender inviting Authority and the Agency and each shall be an integral part of the contract.
  - a) This Agreement
  - b) Conditions of the Contract (As per the tender document)
  - c) Scope of the work (As per the tender document)
  - d) The Tender Notification of Award (Ref. No. NHM/IEC-BCC/Tender/EOI/2016-17/2973/Pt-2 dated:
  - e) The entire proposal as submitted by the Agency including the declaration and undertakings.
- 3. In consideration of the payments to be made by the Tender inviting Authority to the Agency as hereinafter mentioned, the Agency hereby covenants with the Tender Inviting Authority to provide the required service in all respects with the provisions of the contract
- 4. The Tender Inviting Authority covenants to pay the Agency in consideration of the provision

of the Works and Services and the remedying of defects therein, the contract price at the time and in the manner prescribed in the tender.

#### For and on behalf of the Tender Inviting Authority

Signed:\_\_\_

In the capacity of Mission Director, National Health Mission, Assam

In the presence of \_\_\_\_\_\_ State Media Expert, National Health Mission, Assam

For and behalf of the Agency

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

In the capacity of authorized person of the 2<sup>nd</sup> Party

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