

# NATIONAL COMPETITIVE BIDDING

## NOT TRANSFERABLE



অসম চৰকাৰ  
স্বাস্থ্য সেৱা সঞ্চালকালয়, অসম  
হেঙেৰাবাৰী, গুৱাহাটী-৩৬

**GOVT. OF ASSAM**  
**OFFICE OF THE DIRECTOR OF HEALTH SERVICES, ASSAM**  
**HENGRABARI, GUWAHATI-36**

**TENDER No. HSPB/3/Insecticide Treated Bed Nets/2014-15/399**

**Dated 25/11/2014**

- |  |   |
|--|---|
| <input type="checkbox"/> SALE OF TENDER DOCUMENT                   | : 27-11-2014  |
| <input type="checkbox"/> LAST DATE FOR SALE OF TENDER DOCUMENT     | : 20-12-2014 (within Office hours)  |
| <input type="checkbox"/> CLOSING DATE & TIME OF RECEIPT OF TENDER  | : 22-12-2014 up to 1.00 PM  |
| <input type="checkbox"/> TIME AND DATE OF OPENING OF TECHNICAL BID | : 22-12-2014 at 2.00 PM   |
| <input type="checkbox"/> COST OF THE TENDER DOCUMENT               | : ₹1000/- (Rupees One Thousand only)<br>in the form of Demand Draft/Banker's<br>Cheque in favour of "Director of Health<br>Services, Assam" payable at SBI,<br>Dispur Branch. |
| <input type="checkbox"/> PLACE OF OPENING OF TENDER                | : Conference Room, Directorate of<br>Health Services, Assam, Hengrabari,<br>Guwahati-36   |

**Director of Health Services, Assam**  
**Hengrabari, Guwahati-36**



**GOVT. OF ASSAM.  
DIRECTORATE OF HEALTH SERVICES, ASSAM,  
HENGRABARI, GUWAHATI-36.**

**No. HSPB/3/Insecticide Treated Bed Nets/2014-15/399**

**Dated 25/11/2014.**

**NOTICE INVITING RE-TENDER**

Sealed Tenders in 2 (Two) Bid System affixing non refundable Court Fee of ₹ 8.25 (Rupees Eight and Paise Twenty Five only) and IPO of ₹10/- (Rupees Ten) only in case of Tenderers from outside the State of Assam are invited from Manufacturers / Authorized Distributors for supply of Long Lasting Insecticide Treated Bed Nets (LLIN) to the Govt. of Assam, Health & Family Welfare Department for the financial year 2014-2015 & 2015-16.

The terms and conditions and detailed specifications of item to be supplied is available in the Tender Document which can be obtained from the office of the Directorate of Health Services, Assam on payment of ₹1000/- (non refundable) in the form of Demand Draft/ Bankers Cheque in favour of “Director of Health Services, Assam”, payable at SBI, Dispur Branch. The tender document is also available in the website of NHM, Assam [www.nrhmassam.in](http://www.nrhmassam.in) & <http://online.assam.gov.in>. The tenderer who downloaded the tender document from the website has to pay ₹1000/- (non refundable) in the form of Demand Draft/Bankers Cheque in favour of “Director of Health Services, Assam”, payable at SBI, Dispur Branch while submitting the tender without which the tender will not be accepted.

The Tenderer must fulfill the terms and conditions and offer the product strictly as per specifications mentioned in the tender document.

This Tender cancels the previous tender vide No.HSPB/3/Insecticide Treated Bed Nets/2014-15/255, dated 03/09/2014.

The last date for submission of tender on 22/12/2014 up to 1.00 p.m.

***Sd/- Dr. B.P. Basumatary***  
**Director of Health Services, Assam,**  
**Hengrabari, Guwahati-36.**

**GOVT. OF ASSAM**

**OFFICE OF THE DIRECTOR OF HEALTH SERVICES, ASSAM  
HENGRABARI, GUWAHATI - 36**

**TENDER FOR SUPPLY OF LONG LASTING INSECTICIDE  
TREATED BED NETS.**

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**1. SUBMISSION OF BIDS**

Sealed tenders in 2-bid system are invited by Director of Health Service, Assam for the supply of **Long Lasting Insecticide Treated Bed Nets** as per the stated specifications and terms & conditions, from reputed and experienced manufacturers/ authorized distributors of similar items and shall be received till 1:00 pm on 22-12-2014.

The tender must reach the above address on or before 22-12-2014 before 1:00 PM after which no tender will be accepted. The tender will be opened on the same day at 2:00 PM in presence of tenderers or their authorized representatives, if any. No complaint will be entertained and considered on the plea of postal delay or otherwise and also no correspondence will be made or entertained regarding non compliance of any terms and conditions and submission of documents along with the tender as required.

There would be no pre bid meeting due to lack of time and onset of malaria season; however the tenderers are free to seek any clarification in writing from the Tender Inviting Authority.

**2. ELIGIBILITY CRITERIA**

- a. Bidder shall be a Manufacturer / Authorized Distributor only.
- b. The bidder shall have market standing continuously for the past 3 years in supplying similar items to customers' satisfaction. In case of Authorized Distributor the Manufacturer market standing will be considered.

- c. The average annual turnover during the last three financial years (2011-12, 2012-13 & 2013-14) of the bidder shall be as follows:
  - i) Not less than ₹ 20 crores (Rupees Twenty crores) for a Manufacturer.
  - ii) Not less than ₹ 5 crores (Rupees Five crores) for an Authorized Distributor.
- d. Manufacturer of “Long Lasting Insecticide Treated Bed Nets” must have ISO 9001:2008 certification for design, manufacture and marketing of the product.
- e. Long Lasting Insecticide Treated Bed Nets offered by the bidder must be WHOPEs recommended and must be registered with Central Insecticide Board of India under Insecticides Act 1968

### **3. GENERAL CONDITIONS**

a) A complete set of bidding documents may be purchased by any interested eligible bidder on submission of written application and upon payment of non – refundable fee of ₹ 1000.00 (Rupees One thousand only) in the form of Demand Draft in favour of “Director of Health Services, Assam” payable at SBI, Dispur Branch.

Bidding document may be obtained during office hours on all working days either in person or by post.

b) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the bid document and must be furnished with the bid.

c) Bids shall be opened in presence of bidders/ representatives who intend to attend, on the specified date and time.

d) At any time prior to the date of submission of bid, the authority inviting tender may, for any reason, whether at his own initiative or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders who have received the bidding document will be notified of the amendment and such amendment shall be binding on them. In order to provide

reasonable time to take the amendment into account in preparing the bid, the authority inviting tender, may at his discretion, extend the date and time for submission of bids.

e) The bid and all correspondence and documents shall be in the English language.

f) The tender document is not transferable.

g) The tender document shall be signed by the bidder in all the pages with official seal and the signatory must have a power of attorney to sign the tender document on behalf of the tendering company.

h) Assam Government policy on firms registered under Assam Preferential Store Purchase Act, 1989 will be applicable.

i) Interested eligible bidders, if they so desire, may obtain further information from the office of the authority inviting tender.

#### **4. TECHNICAL BID “COVER ‘A’**

The bidder shall furnish along with the bid, the following, in a separate cover, hereinafter called **Cover ‘A’**

a) All bids must be accompanied by **EARNEST MONEY DEPOSIT of**

**₹ 30,00,000.00 (Rupees Thirty Lakhs only)**, in the form of Demand Draft / Bank Guarantee of a Nationalized Bank favouring of “Director of Health Services, Assam” payable at Guwahati. EMD submitted in any other form or bids without EMD shall not be accepted.

The EMD of the successful bidder shall be retained till completion of the tender period but shall not carry any interest. If the successful bidder fails to execute the agreement and/ or fails to deposit the performance security

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 bidders will be returned within 30 days after the finalization of the tender.

- b) Documentary evidence of the constitution of the company/concern such as Memorandum of Articles of Association, Partnership Deed etc.
- c) Duly attested photocopies of valid manufacturing license for the products offered.
- d) Declaration on details of manufacturing unit, installed capacity of the item quoted, local authorized dealer/distributor (if any), testing facilities etc in the form at **Annexure I**. In case the bidder is not a manufacturer he should submit **Annexure I** duly filled in and endorsed by the manufacturer.
- e) Details of supply of similar items by the bidder during the last 3 years with summary of purchase orders / performance certificates issued by clients in the specified format (Refer **Annexure II**). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc. during the last 3 years should be highlighted and copies of Purchase Orders / Performance Certificates are to be enclosed.
- f) Average Annual Turn Over Statement for the last 3 financial years i.e. 2011-12, 2012-13 and 2013-14 and concurrent commitments in the specified format (Refer **Annexure III**) certified by the Auditor/ Chartered Accountant. In case the bidder is not a manufacturer then **Annexure III** should be separately filled in by the bidder and the manufacturer.
- g) Current & Valid Sales Tax Clearance Certificate/ VAT Certificate as on 31.03.2014 of the bidder.

- h) Authorization, like Power of Attorney or Resolution of the Board for the officer of the company who have signed the tender document and the bid.
- i) An undertaking on fraud and corruption as per **Annexure-IV** by the bidder.
- j) In case of distributor, authorization in original from the manufacturer for the items quoted as per **Annexure –V**.
- k) The technical specification sheet for **long lasting insecticide Treated Bed Nets** in the form of questionnaire at **Annexure VI** to be duly filled in and signed and stamped by the authorized signatory.
- l) List of items quoted with the name of manufacturer as per **Annexure IX**
- m) Attested copy of valid registration certificate issued by Central Insecticides Board of India for the offered item.
- n) Attested copy of valid WHO Pesticide Evaluation Scheme certificate
- o) A checklist (**Annexure-X**) for the list of documents enclosed with their page number. The documents should be serially arranged as per this **Annexure-X** and should be securely tied or bound.

All the above documents mentioned under Para 4 i.e. **Technical Bid Cover A** along with **Agreed Terms and Conditions as per Annexure-VII** shall be submitted in a separate sealed cover superscribed as “**COVER ‘A’ “ TENDER FOR SUPPLY OF LONG LASTING INSECTICIDE TREATED BED NETS AGAINST TENDER NO. HSPB/3/INSECTICIDE TREATED BED NETS/2014-15/399 DATED 25/11/2014 DUE ON 22/12/2014 up to 1.00 P.M. and addressed to the Director of Health Services, Assam, Hengrabari, Guwahati-36.**”

**5. PRICE BID “COVER ‘B’:**

- a) Bid shall be type-written and correction, if any, in the bid shall invariably be attested with full signature by the bidder with date, failing which the bid shall be considered ineligible for evaluation. Corrections done with correction fluid (even if attested) shall be held invalid.

- b) **The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, Excise Duty, Sales Tax/VAT, Freight Insurance and any other cost incidental to the delivery. The amount of Tax/VAT included in the quoted rate should also be indicated separately.**
- c) The landed price per unit at destination shall be the criteria for determining the L1 rate.
- d) Each page of the price bid shall be duly signed by the bidder with official seal.

The bidder shall duly fill up the rate quoted in **Annexure-VIII** and shall submit it in a separate sealed cover superscribed as **“COVER ‘B’, TENDER FOR SUPPLY OF LONG LASTING INSECTICIDE TREATED BED NETS. AGAINST TENDER NO. HSPB/3/INSECTICIDE TREATED BED NETS/2014-15/399 DATED 25/11/2014 DUE ON 22/12/2014 up to 1.00 P.M. and addressed to the Director of Health Services, Assam, Hengrabari, Guwahati-36.**

The **Cover ‘A’ and Cover ‘B’** shall be separately sealed and both these covers shall be put in another sealed cover superscribed as **“TENDER FOR SUPPLY OF LONG LASTING INSECTICIDE TREATED BED NETS AGAINST TENDER NO. HSPB/3/INSECTICIDE TREATED BED NETS/2014-15/399 DATED 25/11/2014 DUE ON 22/12/2014 up to 1.00 P.M. and addressed to the Director of Health Services, Assam, Hengrabari, Guwahati-36.**

## **6. OPENING OF BIDS**

- a) Cover ‘A’ i.e. the Technical Bid shall be opened at the office of the purchaser or at any other place earlier intimated, on the date and time specified in presence of the bidders or their authorized representatives.
- b) Cover ‘B’ i.e. the Price Bids of the bidders who meet the eligibility criteria, evaluated based on the details furnished in Cover ‘A’ shall only be opened and the date and time of opening of Cover ‘B’ shall be intimated to the eligible/ short listed bidders.

## **7. TENDER EVALUATION**



(a) Tenders will be evaluated with reference to various criteria of the Technical Bid and thereafter on the basis of the rate per unit (landed price) for determining the L1 rate (Lowest rate) amongst those qualifying the technical bid stage. Conditional discounts shall not be taken into account for price comparison. However, same shall be considered in case of placing order on the bidder who happens to be L1.

(b) Considering the large requirement of bed nets within a short span of time, the government reserves the right to offer the balance quantity of Bed-Nets which the L<sub>1</sub> bidder is not in a position to supply within the stipulated time, to all/any of the technically qualified other bidders at the L<sub>1</sub> rate fixed for the supply. However in this case the penalty shall be enforced in proportion to the quantity not supplied.

#### **8. VALIDITY OF BIDS**

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. Purchaser may solicit bidders' consent to an extension of bid validity period. A bidder may refuse extension request without forfeiting the EMD.

#### **9. VALIDITY OF TENDER**

The validity of tender of the successful bidder shall be upto 31<sup>st</sup> Murch,2016 and the successful bidder(s) are bound to supply the items at agreed rates during this period.

#### **10. REASONABILITY OF PRICE/FIRM PRICE**

- a) The price quoted by bidder shall not, in any case exceed the control price, if any, fixed by the Central/ State Govt. and the maximum retail price.

- b) During the period of the contract with the successful bidder, if the price of the tendered item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the purchaser and shall charge the reduced rates. The purchaser is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction of rates.
- c) Subject to the condition stipulated above, the prices shall remain **firm** for the validity period of tender and on no account any increase in price shall be entertained till completion of the tender period.
- d) No bidder will be allowed at any time on any ground whatsoever, to claim revision or modification in the rates quoted by him. The representation of the bidder that computation/ typographical or clerical error etc. has been committed in the bid and request for revision on such plea shall not be entertained after opening of the bid.

#### **11. STATUTORY TAXES / DUTIES**

In case of any enhancement of taxes and / or duties or levy of fresh taxes / duties due to Statutory Act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item.

However, the same shall not be borne by the purchaser in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract.

Further, in case a successful bidder has been enjoying Excise Duty exemption on any criteria like turnover etc. and at a later date, during currency of the contract, even if Excise Duty becomes chargeable on goods manufactured, the same shall be to the supplier's account and shall not be borne by the purchaser.

## **12. PERFORMANCE SECURITY DEPOSIT**

The successful bidder, within 15 days of receipt of Purchase Order, shall be required to submit Performance Security Deposit of 5 % of the order value in the form of a bank guarantee from any nationalized bank pledged in favour of Director of Health Services, Assam, valid for a period of 1 year from the date of order as a guarantee for completion of supply of entire required bed-nets of acceptable quality and quantity within 90 days from the date of placing of the order and which shall be released on completion of supply of the ordered materials.

However, if the supplier fails to execute the order or fails to perform the services as per contract, in addition to other penal actions, the Bank Guarantee shall be encashed & the amount forfeited.

## **13. AGREEMENT**

The successful bidder shall execute an agreement on non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the bidder) as per proforma in Annexure XI within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

## **14. NON ASSIGNMENT**

The tenderer 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 what so ever.

## **15. COMMUNICATION**

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

**16. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD**

Failure of the successful bidder to comply with the requirements of signing of contract and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated & lowest bidder.

**17. TENTATIVE QUANTITY**

The quantity required will be according to availability of fund and may increase or decrease as per the decision of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

**18. INSPECTION & QUALITY ASSURANCE**

- a) The purchaser and /or his authorized representative(s) have the right to inspect the manufacturing facilities of those companies who have quoted or whose items have been quoted for this tender, before accepting their rates or before awarding the contract, or at any point of time during the continuance of the tender and has also the right to reject the tender or not to reorder based on facts brought out during such inspections.

During the process of manufacture/ fabrication of the ordered items, stage wise as well as random inspections may be carried out by authorized technical personnel to ensure compliance to specification/quality.

- b) The manufacturer shall certify and ensure that the shelf life of the LLIN bed net is of minimum 3 years from the date of supply / use of the mosquito net by the beneficiary or net material must conserve 80% functional mortality after 20 washes from the date of supply/ use of the mosquito net by the beneficiary.
- c) However, such inspection shall not absolve the supplier from his responsibility of strictly adhering to the specifications & other conditions spelt out in the tender.
- d) A Technically Equipped Team would be monitoring and examining the quality of the LLIN bed net in the field. Nets would be collected on a random basis as specified and the samples will be sent to the empanelled NABL accredited laboratory for examination and take subsequent follow up action. In the event of the quality not conforming to the standard the supplier will have to bear the entire expenditures for replacement of the rejected commodity and also for transportation up to the destination and / or any punitive damages as deemed proper.

**19. DELIVERY CONDITION**

- i) The successful bidder shall have to submit 27 samples of the ordered item within 15 days from the date of order, for testing of quality. If the samples are approved, clearance will be given for bulk supply.
- ii) The supply of the ordered quantity shall commence after receipt of clearance for bulk supply and completed within 90 days from the date of such clearance. No request for extension of time for supply of the item will be entertained.

- iii) The successful bidder will have to transport the ordered LLIN at their cost to the respective district Head Quarters.
- iv) The items as per order and approved sample shall be handed over to the authorized representative(s) of the purchaser at the specified locations and the same shall be duly received after proper verification/inspection. The supplier should submit the copy of Performance Security, relevant documents, test certificates, warranty certificates etc. at the time of delivery of goods.

**20. PAYMENT TERMS**

- 1. No advance payment shall be made.
- 2. Payments would be released to the supplier after receipt of confirmation of delivery at the district centers and receipt of inspection reports. & subject to availability of fund.

**21. PENALTY FOR DELAY IN DELIVERY**

Non-supply of the LLIN as per delivery schedule shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of EMD and Performance Security and any other penal provisions.

**22. FORCE MAJUERE**

The above condition of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the tenderer the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. However, the condition shall not

include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

**23. FRAUD & CORRUPTION**

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

- 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 the execution of contract.
- c) "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.
- 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.

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.

**24. LOGOGRAMS**

The logo of Government of Assam along with inscription “**Govt. of Assam Supply - Not for Sale**” to be printed legibly on all LLIN packets/bags individually.

**25. TRAINING & ALLIED ACTIVITY**

The successful bidder, if called for, shall have to take the responsibility of organizing training of officials as well as NGOs/ ASHA workers etc. on the use and maintenance of long lasting insecticide treated bed nets and for spreading awareness at their own costs. These activities would be done once a quarter after the delivery of the nets for one year in the key districts.

**26. WAIVAL / ALTERATION ETC**

Bidders request for waival, alteration etc. in respect of bid document fee, EMD, performance security etc. shall not be entertained and hence no formal reply shall be given to such requests.

The unpriced bids shall not be opened of those bidders who have not complied with the provisions of the Bid Document Fee and / or EMD clause of the Tender Document.

**27. ADJUDICATION/REVIEW BOARD**

Any dispute arising out of or during execution of the contract shall be settled with mutual agreement through an Adjudication/Review Board appointed by the appropriate authority of the purchasing organization, having officers belonging to other departments not related to the purchasing department.

**28. SAVING CLAUSE**

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



**29. 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.

**DECLARATION****On****Manufacturing Facilities / Dealership & Distributorship****Tender enquiry No.** \_\_\_\_\_

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

1. Name of the tenderer :
2. Full Postal Address :
3. Telephone No./Fax No. :
4. Email address :
5. Date of inception of business :
6. Registration no. & Date :
7. Issued by :
8. Valid till :
9. Details of manufacturing activity :  
& item wise capacity
10. Detail of local Authorised Dealer/Distributor

Name of the Agency:

Full Postal Address:

Phone / Fax / E-mail:

11. Name of person responsible for 10 above

Sl. no.	Name	Designation	Age	Residential Address

12. Name of Govt. Departments/ Pvt. Institutions As per enclosure to which the tenderer already supplied the items with quantity, value and supply period
13. Has the tenderer ever been black listed by any govt. agency? If yes, give details.
14. Are any cases pending in the court related to any supplies? If yes, give details
15. Does the firm have the adequate facilities for inspection and quality control? Please give details

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

\_\_\_\_\_

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

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

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

Dated: \_\_\_\_\_ Signature\_\_\_\_\_

Name of tenderer\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Seal:

**PROFORMA FOR PERFORMANCE STATEMENT  
(DURING LAST 3 FINANCIAL YEARS)**

Name of firm \_\_\_\_\_

Sl.No	Name of the product	Year	Quantity supplied.	Value.	Name & Full Address of Purchaser
1		2	3	4	
1.					
2.					
3.					

**NOTE:**

Copies of purchase order/performance certificate relating to supply of similar items must be furnished.

Signature and seal of the Tenderer \_\_\_\_\_

**ANNEXURE-III****ANNUAL TURN OVER STATEMENT**

The Annual Turnover of M/s \_\_\_\_\_ for the past three years and concurrent commitment for the current financial year are given below and certified that the statement is true and correct.

Sl.No.	Year	Turnover in Lakhs (Rs)
1.	2011-12	-
2.	2012-13	-
3.	2013-14	-

Total - Rs. \_\_\_\_\_ Lakhs.

Average turnover per annum - Rs. \_\_\_\_\_ Lakhs.

Concurrent Commitment

Sl No.	Contract Ref	Purchaser	Total Contract value	Outstanding Value	Estimated Delay in Completion date

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

Date:

Seal:

**ANNEXURE-IV****UNDERTAKING ON FRAUD AND CORRUPTION**

We M/s ..... do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of ..... under tender reference no. .... Dt ..... We shall strictly observe the laws against fraud and corruption in force in the country.

Sd/-

Signature of proprietor/Partner/Director  
Designation:

Seal:

**ANNEXURE-V****MANUFACTURER'S AUTHORIZATION FORM**

No. \_\_\_\_\_ Dated \_\_\_\_\_

To,

Dear Dir,

Bid Ref. No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at

\_\_\_\_\_ Registered office at  
 \_\_\_\_\_ possessing Manufacturing Licence No.  
 \_\_\_\_\_ dated \_\_\_\_\_, Valid Upto  
 \_\_\_\_\_, hereby authorize M/s. \_\_\_\_\_

\_\_\_\_\_ (Name and address of Representative), to submit a bid and subsequently negotiate and sign the contract with you against the above mentioned tender.

We the manufacturer undertake full responsibility of the quoted materials conforming to the required specifications

Yours faithfully,

(Name)

for and on behalf of M/s. \_\_\_\_\_

(Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

## ANNEXURE-VI

## Technical Specifications

### Important Notice:

Bidders are required to complete with “Yes”, “No” or specific information requested for the items being supplied. Answers such as “see specifications attached” are unacceptable. Your bid may be considered non compliant unless all questions are answered thoroughly. Bidders are NOT allowed to make any change in the “Our minimum requirements” column of the data tables below. Such changes might disqualify your bid.

Bidders shall include with their bid any other pertinent information that the purchaser should know in order to evaluate the bid properly.

OUR MINIMUM REQUIREMENTS	Bidders offer (Please fill in Yes/ No)
LLINS offered shall be WHOPEs recommended and must be registered with Central Insecticide Board of India under Insecticides Act, 1968	Yes/ No
<b>DIMENSIONS</b>	
The LLINS shall conform to the following dimensions: Length: <span style="float: right;">180 ± 5cm</span> Width : <span style="float: right;">190 ± 5 cm</span> Height: Including bottom reinforcement piece) <span style="float: right;">150 ± 5cm</span> Reinforcement at bottom <span style="float: right;">28 ± 3cm</span>	Yes/ No Yes/ No Yes/ No Yes/ No
<b>ADDITIONAL REQUIREMENTS</b>	
Bursting strength : HDPE – 350 Kpa, Polyester – 250 Kpa Mesh size : HDPE – 56 holes per square inch : Polyester – 154 holes per square inch. Color : White/ Blue/khaki Wash Resistance : up to 20 washes. Shelf life : Minimum 3 yrs	Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No
<b>MANUFACTURE AND WORKMANSHIP</b>	
(i) Wall and Top  The top shall be made from single joint piece of netting. The walls shall be made from one piece of netting and shall be closed with lapped seam and the seam shall be at one of the corners. One edge of the netting of the wall shall be attached to the netting at the top by means of a plain seam.	Yes/ No



<p>(ii) Reinforcement at Bottom</p> <p>The bottom edge of the walls shall be stitching a strip of same fabric (netting material). The Height of the reinforcement should be <math>28 \pm 3</math> cm.</p>	Yes/ No
<p>(iii) Tying Loops</p> <p>The nets shall be provided with same fabric stitched tying loops six in case of family size bed nets. The loop shall be 12 – 15 mm wide and made of same fabric as of the wall and top. In case of the nets ordered with bottom reinforcement, four tying loops shall be provided at the seam joining the bottom reinforcing piece.</p>	Yes/ No
<p>(iv) Stitching</p> <p>The nets shall be made with lock stitch of even tension throughout and loose ends securely fastened off. The number of stitches per decimeter shall be 30 to 38. The stitching shall be made by using same fabric thread of matching shade.</p>	Yes/ No
<b>MARKING</b>	
<p>(i) Standard Mark</p> <p>The LLINs shall bear the standard mark – ASSAM GOVT. SUPPLY – NOT FOR SALE printed on top and each wall of the bed net. The size of mark should be 10 X 15 cm and would be placed <math>30 \pm 1</math> cm above the bottom edge of the walls, at a distance of <math>50 \pm 2</math> cm.</p>	Yes/ No
<p>(ii) The following information shall be indelibly marked on cloth label securely stitched at any top corner of the net.</p> <ul style="list-style-type: none"> <li>(a) Size of the net, namely overall length (cm), overall width (cm), overall height (cm).</li> <li>(b) Name of fibre of netting and its variety number.</li> <li>(c) Mesh size.</li> <li>(d) Month and year of Manufacturer.</li> <li>(e) Any other information mentioned in Contract/PO/statutory provisions.</li> </ul> <p>The above information along with number of pieces shall also be printed/ stenciled on each bale.</p>	
<b>PACKING</b>	
<p>The LLINs shall be packed as stipulated in the contract or purchase order. Recommended procedure is given below:</p> <p>25/50 LLINs depending on size shall be placed over one another and tied with cotton/ polyester/ nylon/ HDPE, 2 -3 mm diameter twine/ rope to form a bundle. 2/4 such bundles shall be wrapped in low density polyethylene film of 60 um thickness (150 gauge) or any other suitable material as agreed to between the Purchaser and the supplier. The bale shall be stitched by HDPE/ Nylon twine/ rope with</p>	

not less than 12 stitches per dm taking care that nets do not get pierced. The bale shall be strapped along with clips.	
<b>SAMPLING</b>	
(I) LOT	
<p>The quantity of LLINs delivered to a consignee for the same dispatch shall constitute a lot.</p> <p>(i) For assessing the conformity of the lot to the requirements of the standards, the samples as given in Table 1 below shall be drawn at random from the lot for inspection. To ensure the randomness of selection methods given in IS 4905 shall be followed.</p> <p>(ii) For all other requirements specified in this standard which are not listed in Table 1, the sample size shall be given in <b>WHO Interim Specification: WHO/IS/NI/331/2002.</b></p> <p>(iii) The lot shall be considered as conforming to the requirements of given standard if all the samples meet the requirements specified in the standard.</p>	

**Table 1 Sample Size**

Number of Pieces in the Lot	No. of Pieces to be inspected for			
	Length, Height, Holes and Height of Reinforcement	Width, No.of	Mass	Colour Fastness
(1)	(2)	(3)	(4)	(5)
Up to 100	8	3	2	4
101 to 150	13	5	2	4
151 to 300	20	5	2	4
301 and above	32	8	3	6

**ANNEXURE-VII****AGREED TERMS & CONDITIONS**

Tender No. &amp; Date \_\_\_\_\_

**A. Details of Bidder**

Bidder:

Offer Ref

Telephone No. :

Fax No.:

Contact Person:

Signature:

E-mail:

**B. Definitions**

1. "Purchaser" means Director of Health Services, Assam or his authorized representative.
2. "Bidder" or "Tenderer" 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 bid, Bid '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 annexures to this questionnaire.**

<b>Sl. No.</b>	<b>Description</b>	<b><u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation/ furnished separately)</b>
	<b>C. Technical</b>	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that equipment catalogue and technical	

	data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ deviations furnished.	
6.	Confirm that Earnest Money Deposited (EMD) as per bid document, for each schedule quoted, enclosed.	
	<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 prices are on duly delivered at site basis including packing & forwarding (P & F) all duties and taxes viz. Excise Duty, Sales Tax/VAT, freight, insurance etc.	
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 you.	
6.	If 5 above is not acceptable, advise maximum possible rate of ED chargeable, which shall be loaded to you price.	
7.	Confirm that in case of delay on your account any new or additional duties and taxes imposed after the contractual delivery date shall be to you account. This will be in addition to Price Reduction for Delay in Delivery.	
8.	Confirm acceptance of Price Reduction Schedule for delay in Delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order of value.	
9.	Indicate Firm Delivery Period, which shall be counted from the date of placement of order and date of delivery and acceptance of the items by purchaser's representative shall be considered as the delivery completion date.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	Force Majeure—Delivery period, price reduction termination etc are subject Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than quoted / agreed prices to any Govt. or Public Medical Institution. b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per	

	manufacturer's price list with appropriated discount	
14.	<p>a) Confirm that all inspection &amp; testing charges including 3<sup>rd</sup> party inspection (if required) included in the price.</p> <p>b) Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the purchaser along with the equipment.</p>	
15.	<p>Packing / forwarding, transportation, loading/unloading and insurance are your responsibility.</p> <p>However, to protect the supplies from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing &amp; lifting arrangement. Pl confirm compliance.</p>	
16.	<p>The material shall be guaranteed against any and all defects in design, workmanship, material &amp; performance for a period of 1 year from the date of to the purchaser. Should any defect detected or develop during the guarantee period, it shall be remedied promptly free of cost by the supplier and all expenses including transportation of goods necessitated for such replacement shall be to the suppliers account done by the supplier. Pl confirm acceptance.</p>	
17.	<p>Confirm that Performance Bank Guarantee shall be furnished for order value valid till guarantee period of the goods.</p>	
18.	<p>Confirm acceptance of Part order.</p>	
19.	<p>Confirm acceptance of Repeat order within 24 months from the date of basic order at same price and terms &amp; conditions.</p>	
20.	<p>It is noted that the purchaser would disown any responsibility / liability toward irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.</p>	
21.	<p>Terms &amp; Conditions indicated in this format shall not be repeated in the bid. Terms &amp; Condition indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.</p>	
22.	<p>Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, during execution of the order, without resorting to any fraud, corruption and/or coercion.</p>	
23.	<p>Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.</p>	

Signature and Seal of the Tenderer

**COVER 'B' – PRICED BID**

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

**SCHEDULE OF RATES**

Sr. No.	Description	Unit	Total Landed cost per unit inclusive of all taxes (Rs)
1.	Long Lasting Insecticide Treated Bed Nets.  Length, cm <span style="float: right;">180 ± 5</span> Width, cm <span style="float: right;">190 ± 5</span> Total Height (Including bottom reinforcement piece), cm: <span style="float: right;">150 ± 5</span> Height of bottom reinforcement piece, cm: <span style="float: right;">28.0 ± 3</span> Colour/shade – White/ Blue/Khaki  Other details of specifications are as per <u><i>Annexure - VI</i></u>	<b>No.</b>	

Signature:

Name &amp; Designation:

Name &amp; Address of the Bidders

## Annexure IX

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

## List of Items quoted with name of manufacturer

SL	BRIEF DESCRIPTION	Manufacturer 's Name & Brand	Price Quoted / Not Quoted  (say Yes or No)
1	2	3	4
1.			
2.			

SIGNATURE :

NAME &amp; DESIGNATION :

DATE :

NAME &amp; ADDRESS OF THE FIRM :

**CHECK LIST****COVER - A.****Tender No.****Name of the Mfgr/Frim:****ANNEXURE – IX**

	Page No.		
1. Checklist – Annexure IX	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2. IPO/Court fee.	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3. EMD in the form of DD. SSI/NSI certificate for exemption	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4. Documentary evidence of the constitution of the company / concern	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5. Duly attested photocopy of Manufacturing License the product duly approved by the Licensing Authority for the product quoted	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6. Details of manufacturing unit as per Annexure-I	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7. Details of supply of similar products during last 3 years as per Annexure-II	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8. Annual Turnover Statement as per Annexure-III	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9. Current & valid Sales Tax Clearance Certificate/VAT Registration Certificate	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10. Authorization like Power of Attorney/ Board Resolution for signing tender document.	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11. Undertaking on fraud and corruption as per Annexure-IV	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
12. Manufacturer's authorization letter in original as per Annexure –V	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
13. Technical Specification Sheet in the form of questionnaire as per Annexure-VI.	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
14. List of items quoted with name of manufacturer as per Annexure-IX	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
15. Central Insecticide Board Registration certificate	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
16. WHO Pesticide Evaluation Scheme certificate	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
17. Tender document signed by tenderer in all pages with office seal.	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
18. Demand draft of 1000/- for Tender Document If downloaded from website.	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>



**ANNEXURE-XI****FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT is made

The ..... day of ....., 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 WITNESSES 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) General Conditions of Contract
  - (c) Technical Requirements ( including Technical Specifications)

(d) The Supplier's bid and original Price Schedules

(e) The Purchaser's Notification of Award

(f) [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 \_\_\_\_\_