



**OFFICE OF THE JOINT DIRECTOR OF HEALTH SERVICES (MALARIA), ASSAM CUM
STATE PROGRAMME OFFICER
NATIONAL VECTOR BORNE DISEASE CONTROL PROGRAMME
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,
G.S. ROAD, GUWAHATI-781005,ASSAM
Tele-fax No. 0361-2341089, E-mail: nvbdcpassam@gmail.com**

**TENDER NOTICE FOR
PRINTING & SUPPLY OF HANGING POSTER & FOLDER**

- TENDER REFERENCE NO : NVBDCP/VII-2/PSCM/POSTER-FOLDER/2014/**748**
date: **13/01/2015**
- DATE OF COMMENCEMENT OF SALE /ONLINE PUBLICATION
- OF TENDER DOCUMENT : **14/01/2015**
- LAST DATE FOR SALE OF TENDER DOCUMENT(Hard copy) : up to 1 p.m. of **04/02/2015**
- CLOSING DATE & TIME OF RECEIPT OF TENDER : up to 2 p.m. of **04/02/2015**
- TIME AND DATE OF OPENING OF TENDER : 3 p.m. of **04/02/2015**
- PLACE OF OPENING OF TENDER : Office of the Joint Director of Health Services (Malaria),
cum, State Programme Officer
National Vector Borne Disease Control Programme
Saikia Commercial Complex, Srinagar Path
G.S Road, Christianbasti, Guwahati-05
- ADDRESS FOR COMMUNICATION : Office of the Joint Director of Health Services (Malaria),
cum, State Programme Officer
National Vector Borne Disease Control Programme
Saikia Commercial Complex, Srinagar Path
G.S Road, Christianbasti, Guwahati-05
- COST OF TENDER DOCUMENT : **Rs. 1000/- (One Thousand)** only in form
of Demand Draft

Sl no.	Table of Contents	Page No.
1.	Last Date for Receipt of Tenders	3
2.	Eligibility Criteria	4
3.	General Conditions	5
4.	Technical Bid "Cover A"	5
	a) Attested/Notarized copy of Certificate of registration of printing press by competent authority	5
	b) Attested/notarized copy of Trade License	5
	c) Undertaking as per Annexure I	5
	d) Annual Turnover Statement of last 3 financial years certified by Chartered Accountant/Auditor in the format at Annexure-II	5
	e) Sales Tax Clearance Certificate/VAT	5
	f) Earnest Money Deposit	6
	g) Agreed Terms & Conditions as per Annexure-III	6
	h) Checklist of documents as per Annexure VI	6
	i) Undertaking "fraud & Corruption" Annexure-VIII	6
	J) Signature and Seal on each page	6
5.	Price Bid- "Cover B"	6
	(i) Signature and seal on each page	6
	(ii) Rates quoted as per Annexure IV	6
6.	Cover for Technical Bid & Price Bid	6
7.	Opening of Cover "A" and Cover "B" of Tender	7
8.	Validity of Bid	7
9.	Validity of Offer of Successful Bidder	7
10.	Acceptance of Tender	8
	(i) Tender Evaluation	8
	(ii) Right to reject Tender	8
	(iii) Tender Acceptance	8
12.	Non Assignment or Sub-letting	9
	Communications	9
	Supply Conditions	9
13.	Delivery Point / Destination	9
14.	Force Majeure	10
15.	Fraud & Corruption	10
16.	Payment Provisions	11-12
18.	Annulment of Award, forfeiture of security deposit and fresh reward	12
20.	Arbitration	12
21.	Saving Clause	12
22.	Laws Governing the contract and jurisdiction	13
	Annexure	
	i. Annexure- I : Undertaking	13
	ii. Annexure- II : Annual Turnover Statement of the Bidder	14
	iii. Annexure- III : Agreed Terms & Conditions	15-17
	iv. Annexure- IV : Cover B- Price Bid	18
	v. Annexure- V : Specification of Manuals/Modules	19
	vi. Annexure-VI : Checklist	20
	vii. Annexure-VII : Form of Contract Agreement	21-22
	viii. Annexure-VIII: Undertaking on "Fraud & Corruption"	23



**OFFICE OF THE JOINT DIRECTOR OF HEALTH SERVICES (MALARIA), ASSAM CUM
STATE PROGRAMME OFFICER**

NATIONAL VECTOR BORNE DISEASE CONTROL PROGRAMME

SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,

G.S. ROAD, GUWAHATI-781005, ASSAM

Tele-fax No. 0361-2341089, E-mail: nvbdcpassam@gmail.com

TENDER FOR PRINTING AND SUPPLY OF HANGING POSTER & FOLDER

Sealed tenders in **TWO BID SYSTEM** affixing Court Fee Stamp of Rs 8.25 or IPO of Rs 10/- (for bidders located outside the state of Assam) only are invited by the Joint Director of Health Services (Malaria) cum State Programme Officer, NVBDCP, ASSAM from registered printing press for printing and supply of Hanging Poster & Folder. Interested printers are requested to submit their tender along with the specified documents which will be received till 04/02/2015 up to **2.00 P.M.** The tender may be sent by Speed Post / Registered Post / Courier Services / in person in sealed cover addressed to "**Joint Director of Health Services (Malaria) cum State Programme Officer, National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam**". Tender received after the closing date & time shall not be entertained. The Joint Director of Health Services (Malaria) cum State Programme Officer, NVBDCP, ASSAM shall not be responsible for any postal delay.

1. LAST DATE FOR RECEIPT OF TENDERS.

Sealed Tenders in two separate covers {Technical Bid (Cover "A") and Price Bid (Cover "B")} will be received till 04/02/2015 up to **2 PM** by the the Joint Director of Health Services (Malaria) cum State Programme Officer, , National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam.

2. ELIGIBILITY CRITERIA

The Eligibility Criteria and the documents required thereof are given in the table below:

SI No	Eligibility Criteria	Documents required
A	Must be a registered printing press.	Attested/notarized copy of valid registration certificate of DIC/ competent authority☐
B	Should be registered with Department of Printing & Stationery, Govt. of Assam	Attested/notarized copy of certificate from Department of Printing & Stationery, Govt. of Assam
C	Must have a permanent registered branch office in Assam.	Attested copy of Trade License
	Should have an average annual turnover of at least Rs 20 Lakhs during the last 3 financial years.	Average annual turnover statement of last 3 financial years certified by a Chartered Accountant/Auditor, in the prescribed format (Annexure-II)
D	Should have valid Sales Tax/VAT or Service Tax Registration and Permanent Account Number	<i>Copy of</i> 1. Sales Tax Registration Certificate or Service Tax Registration Certificate 2. Permanent Account Number (PAN) Card
E	Should have experience of printing of Hanging posters / folders etc. for Government organizations	Attested copies of at least 3 orders executed for Government organizations during the last 3 years
F	Any other information, which may be useful in the process of evaluation.	Supporting Documents

3. GENERAL CONDITIONS.

- a) The bid document may be obtained from Office of the Joint Director of Health Services (Malaria) cum State Programme Officer, National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam on payment of bid document fee of Rs.1000/- by DD in favour of "**State Health Society-NVBDCP, Assam**" or can be downloaded from the official website- www.nrhmassam.in. The bidder downloading the bid document from the website is required to deposit Rs 1000/- (non-refundable) as tender document fee, in the form of Demand Draft in favour of "**State Health Society-NVBDCP, Assam**" payable at Guwahati while submitting the bid. Tenders without the fee Rs 1000/- will not be accepted.
- b) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the relevant clause of the bid document.
- c) Bids will be opened in the presence of bidders or their authorized representatives on the specified date and time as stipulated in the bid document.
- d) 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 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.
- e) Interested eligible bidders, if they so desire, may obtain further information from the office of the Tender Inviting Authority.

4. TECHNICAL BID- COVER "A"

The bidder should furnish the following in a separate cover hereinafter called "**Cover A**". ***Court Fee Stamp of Rs 8.25 or IPO of Rs 10/- (for bidders located outside the state of Assam) must be affixed/submitted.***

- a) Attested/notarized copy of certificate of registration of printing press by competent authority
- b) Attested/notarized copy of Trade License
- c) Annual Turnover Statement of last 3 financial years certified by Chartered Accountant/Auditor in the format at **Annexure II**
- d) Attested/notarized copy of valid Service Tax Registration Certificate or VAT Registration Certificate and PAN Card
- e) Copies of at least 3 orders executed for Government organizations during the last 3 years

- f) Undertaking as per **Annexure I**
- g) Earnest Money Deposit of Rs 40,000/- (Rupees Forty thousand only) only in the form of Demand Draft/Bankers Cheque in favour of **State Health Society-NVBDCP, Assam**. (EMD submitted in any other form or bids without EMD shall not be entertained. If the successful bidder fails to execute the work 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.)
- h) "Agreed Terms & Conditions" as per **Annexure-III** duly filled in and signed
- i) A Checklist (**Annexure-VI**) for the list of documents enclosed with their page number. The documents should be serially arranged as per this **Annexure-VI** and should be securely tied or bound.
- j) Undertaking on "Fraud & Corruption" as **Annexure-VIII**
- k) The tender/bid document should be signed by the bidder in all pages with office seal and submitted with the bid.

The bidder shall put above documents in a sealed cover super scribed as " TECHNICAL BID - COVER 'A' TENDER FOR PRINTING AND SUPPLY OF HANGING POSTER & FOLDERS DUE ON 04/02/2015", and addressed to the Joint Director of Health Services (Malaria) cum State Programme Officer, National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam.

5. PRICE BID - COVER "B"

Cover "B" shall contain the Price Bid of the bidder.

(i) Signature and Seal on each page

Each page of the price bid should be duly signed by the bidder affixing the office seal.

(ii) Rates quoted

The bidder shall submit the Price Bid (Cover – B) in the format at **Annexure-IV**. The rates quoted shall be inclusive of all taxes and any other charges. The component of Tax should also be shown separately.

The bidder shall put the duly signed Annexure-IV in a sealed cover Super scribed as **"PRICE BID COVER "B" TENDER FOR PRINTING AND SUPPLY OF HANGING POSTER & FOLDER" DUE ON 04/02/2015"** and addressed to the Joint Director of Health Services (Malaria) cum State Programme Officer, National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam

6. COVER FOR TECHNICAL BID & PRICE BID

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 PRINTING AND SUPPLY OF HANGING POSTER & FOLDER" DUE ON 04/02/2015** and addressed to the Joint Director of Health Services (Malaria) cum State Programme Officer, National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam.

7. OPENING OF COVER "A" AND COVER "B" OF TENDER

- (a) Bidders or their authorized representatives are entitled to be present on the date and time of opening of Technical Bid - Cover "A".
- (b) Only those bidders whose Technical Bids are found acceptable after technical and commercial evaluation will be invited to be present at the date and time of opening of Price Bid - Cover "B". The price bids of bidders not found technically qualified will not be opened.

8. VALIDITY OF BID:

Bids shall remain valid for acceptance for a period of 90 days after opening of Technical Bid i.e. Cover 'A'. Bids with shorter validity shall be rejected. Tender Inviting Authority may solicit bidders consent for an extension of validity period. A bidder may refuse extension request without forfeiting their EMD.

9. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:

The validity of offer of the successful bidder shall be at least two years from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rates and terms during this period.

10. OTHER CONDITIONS

a) Item Details & Quantity:

The specifications and quantity to be supplied is as in **Annexure-V**.

b) No revision/Correction of Quantities: No bidder shall be allowed at any time on any ground, whatsoever, to claim revision or modification in the quantities quoted by him/her. Representative to make correction in the tender documents on the ground of clerical error, typographical error, etc., shall not be entertained after submission of the bids.

c) Firm Delivery Schedule

Firm delivery schedule to be mentioned in the bid. Cross conditions such as "SUBJECT TO AVAILABILITY:: SUPPLIES WILL BE MADE AS AND WHEN CONSIGNMENTS ARE READY" etc., will not be considered under any circumstances

and the bids of those who have given such conditions shall be treated as incomplete and will be summarily rejected.

d) Execution of Order

Supplies should be made directly by the successful bidder and not through any other agency.

e) Road Permit

Obtaining of Road Permits, if necessary, shall be the responsibility of the successful bidder.

11. ACCEPTANCE OF TENDER

i) Tender Evaluation

Tenders will be evaluated with reference to sample and various criteria of technical bid and thereafter on the basis of the total price per unit (landed price per kit) for determining the L1 (Lowest) price from amongst those qualifying the technical bid stage. Conditional discounts shall not be taken into account for price comparison.

(ii) 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.

(iii) Tender Acceptance

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

12. AGREEMENT

The successful bidder shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the bidder) as per proforma at **Annexure-VII** 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 purchase order

13. SECURITY DEPOSIT

The successful bidder, within 15 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 (BG) from any Indian Scheduled-A Bank in favour of the Tender Inviting Authority valid for a period of 3 months from the contractual date of delivery. 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. Prior to expiry of this bank guarantee, the successful bidder shall have to furnish additional bank guarantee covering 5 % of the order value valid for the guarantee period of the goods supplied.

14. NON ASSIGNMENT OR SUB- LETTING

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.

15. COMMUNICATION

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.

16. SUPPLY CONDITIONS

a) Purchase Order

Purchase order will be placed on the successful bidder at the discretion of the Tender Inviting Authority.

b) Specifications and Quality

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

c) Delivery Period

The total ordered quantity must be delivered at destination **within 30(thirty)** days from the date of purchase order or as specified in the order.

d) Delivery Point/Destination

Items should be delivered at District HQs of Assam and State HQ at Guwahati which will be specified along with the supply order. The details packing list will be provided along with the Supply Order.

e) Penalty for Delayed Delivery

(i) In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.

(ii) Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

f) Alternative Purchase

If the successful bidder/supplier fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangement for purchase of

the items for which the purchase order has been placed, from any other source or from the open market, at the risk and cost of the supplier. This would be in addition to all other penalties including forfeiture of security deposit.

g) **Guarantee**

Supplier shall give guarantee against any and all defects in design, workmanship of material and performance for a period of 12 months (or as specified in the PO) from the date of supplies. Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the supplier and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the supplier. The guarantee period for such repaired/replaced goods shall again be 12 months from the date of SUPPLY.

h) **Shortage & Damage**

It shall be the responsibility of the successful bidder/supplier for any shortages/damages at the time of receipt in Warehouse/Delivery Point. Tender Inviting Authority will not be responsible for any stock of product received, for which no order has been placed.

17. 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. 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.

18. FRAUD & CORRUPTION

The bidders shall observe the highest standard of ethics during bidding and during performance of the contract. For the purpose 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 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. 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 order and make suitable alternative arrangement at the risk and cost of such offending bidder.

In the bid document itself, an undertaking from the bidders may be obtained in the format at **ANNEXURE- VIII**

19. LOCAL CONDITIONS

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after purchaser accepts the bid.

20. PAYMENT PROVISIONS

- a) No advance payments will be made to the successful bidder.
- b) Payments towards the supply of the product will be made strictly as per rules of the Tender Inviting Authority. Full payment will be made only after satisfactory completion of supply of entire ordered quantity and subject to furnishing of requisite Bank Guarantees.
- c) On completion of supplies of ordered quantities, bills/ invoices should be raised in triplicate in the name of the Tender Inviting Authority.
- d) 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.
- e) In case of any enhancement in excise duty due to notification of the Government after the date of submission of bids and during the validity period of contract, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in price structure of the product approved under the tender. For

claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned Excise Authority confirming payment of additional excise duty on the goods supplied to the Tender Inviting Authority and also must claim the same in the invoice separately.

f) Tender Inviting Authority will have the right to receive supply even after expiry of contractual delivery date and in such case, price reduction as specified under Clause No.16 e(i) will be applicable.

g) If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by the Tender Inviting Authority on the total value of supply to that particular warehouse.

21. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

Failure of the successful bidder to comply with the requirements of signing of agreement and / or submission of security deposit within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bid.

22. ARBITRATION

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Joint Director of Health Service (Malaria) cum State Programme Officer, National Vector Borne Disease Control Programme, 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 Vector Borne Disease Control Programme, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

23. SAVING CLAUSE

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

24. 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.

UNDERTAKING

To

Joint Director of Health Services (Malaria) cum State Programme Officer,
National Vector Borne Disease Control Programme,

Tender No. _____
For _____

Sir,

1. I, Shri _____, on behalf of M/s _____ having registered office at _____ and branch office at-----, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of two year from the date of award of contract to us.
2. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
3. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
4. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
5. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE BIDDER :

ANNUAL TURNOVER STATEMENT OF THE BIDDER

The Annual Turnover of _____ for the past three years are given below and certified that the statement are true and correct.

Sl No.	Financial Year	Turnover in Lakhs
1.		
2.		
3.		
Total		- Rs. _____ Lakhs

Seal & Signature of Chartered
Accountant/Auditor
Date:

AGREED TERMS & CONDITIONS

Tender No. & Date _____

A. Details of Bidder

Bidder Name:

Offer Ref:

Telephone No:

Fax No:

Contact Person:

Signature:

E-mail:

B. Definitions

1. "Purchaser" means the Joint Director of Health Services (Malaria) cum State Programme Officer, National Vector Borne Disease Control Programme, Assam or his authorized representative.
2. "Bidder" means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
3. "Vendor" or "Supplier" means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. "Site" means the premises of the purchaser or any other place as decided by the Purchaser.

NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid, (Cover A). Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	C. Technical	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished in Cover A	

	D. Commercial	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price of the item is inclusive of cost of packing & forwarding charges, freight, insurance and all duties and taxes viz. Excise Duty, Sales Tax/VAT.	
3.	Confirm furnishing of price break-up of each item showing basic price of item and Tax/VAT as % age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be borne by the purchaser.	
5.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by supplier.	
6.	If clause 5 above is not acceptable, advice maximum possible rate of additional ED chargeable; this shall be loaded to your price.	
7.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	
8.	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	
9.	Confirm acceptance of Delivery Period as indicated in the bid document.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	It is noted that delivery period, price reduction, termination etc. are subject to Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriate discount	
14.	Packing / forwarding, transportation, loading/unloading and insurance are supplier's	

	responsibility. However, to protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
15.	Confirm that the EMD shall be retained till the completion of the work order.	
16.	Confirm acceptance of Part Order.	
17.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
18.	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be delivered within 60 days from the date manufacture.	Not Applicable
19.	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.	
20.	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.	
21.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
22.	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 BIDDER

COVER 'B' – PRICE BID

Tender No. _____

SI No	Item	Unit Price (in Rs)	VAT/TAX (in Rs)	Total Cost Inclusive of Taxes in Rs (For one Unit)
1				
2				

Example:- 1 unit= 1 folder/hanging poster

N.B Commercial Bid evaluation will be made as per rate offered and bid will be decided with Bidder offering lowest amount.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Specifications, Required Quantity of HANGING POSTER & FOLDER

SI	Particulars of materials	Details Specification	Quantity Required
1	HANGING POSTER (Flex)	Size:-4x3 feet, Printing will be on good quality Flex, Printing: Multi Colour one side printing, The flex is to be fitted with Plastic load in top and bottom. Hanging rope in top side. Designing will be done by the bidder .	8853 Nos
2	FOLDER	Size:-A4, Paper: 150 GSM LAMINATED, No of Folds: 02 FOLD ; Printing: multi Colour both side printing Packing:- 500 leaflets per packet or as per direction on placement of supply order. Designing of the leaflets:- Designing will be done by the bidder.	30,000 Nos

Place of Delivery:- District HQs and State HQ (will be specified in the supply order)

CHECK LIST

Sl.	Cover A	Yes	NO
1.	Attested/notarized copy of certificate of registration of the firm/company by the competent authority.		
2	Attested/notarized copy of Trade License		
3	Attested/notarized copy of valid Service Tax Registration Certificate/ valid VAT Registration Certificate & PAN Card		
4	Undertaking as per Annexure I		
5	Annual Turnover Statement of last 3 financial years from a Chartered Accountant/Auditor in the format at Annexure II		
6	Earnest Money Deposit of Rs 40,000 (Rupees Forty thousand only) in the form of Demand Draft/Bankers Cheque in favour of " State Health Society –NVBDCP, Assam ".		
7	Copies of at least 3 orders executed for Government organizations during the last 3 years		
8	"Agreed Terms & Conditions" as per Annexure-III duly filled in and signed		
9	Annexure-VIII duly filled in and signed		

Form of Contract Agreement

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
 - (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 _____

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. Dated..... We shall strictly observe the laws against fraud and corruption in force in the country.

Signature of proprietor/Partner/Director
Designation:

Seal: