



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

**TENDER FOR SUPPLY OF RPR KIT
(NATIONAL COMPETITIVE BIDDING)**



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

Website : www.nrhmassam.in

e-mail : misnrhm.assam@gmail.com

TENDER FOR SUPPLY OF RPR KIT

(NATIONAL COMPETITIVE BIDDING)

TENDER NO. NHM/PROC/MH/RPR KIT/ 2307/2014-15/18751

Date 16-02-2015

Date of sale of Tender Document	: 17-02-2015
Last Date and Time of receipt of Tender	: 03-03-2015 till 2 pm
Date and Time of opening Tender	: 03-03-2015 at 3 pm
Place of opening Tender.	:Office of the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.
Address for Communication	: Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.
Cost of Tender Documents in Demand Draft	: Rs 2000/- (Rupees Two Thousand) only in the form of Demand Draft in favour of "State Health Society, Assam"



OFFICE OF THE MISSION DIRECTOR
National Health Mission, Assam
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,
G.S ROAD, GUWHATI 781005

TENDER FOR SUPPLY OF RPR KIT

Sealed quotation in Two Bid System (Technical & Price bid in 2 separate sealed envelopes) affixing court fee stamp of Rs 8.25 or IPO of Rs 10/- (for bidders located outside State of Assam) only are invited from the manufacturers or authorized distributors/dealers for “RPR KIT” under Health & F.W. Dept. Govt. of Assam & National Health Mission, Assam.

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 up to 03-03-2015 till 2.00 PM by the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar path, Christianbasti, G.S. Road, Guwahati-781005, Assam.

2. IMPORTANT NOTES:

- a) The bidder shall quote prices in Indian Rupees only, on FOR destination basis.
- b) Delivery of the ordered items shall be affected at District Drug Ware Houses or the designated Laboratory of the Health Institutions in different districts of Assam.
- c) Arrangement of Road Permits for dispatch of consignments shall be the responsibility of the successful bidder (s).
- d) There is no guarantee on the quantity of items to be supplied during the tenure of any contract arising out of this tender. The successful bidder (s) will be called upon to supply the items in such quantities as would be required from time to time during the contract period based on actual need assessed by NHM Assam.

3. ELIGIBILITY CRITERIA

- A. Bidder shall either be a manufacturer or a distributor/dealer having experience of supplying RPR Kits, Reagents etc.
- B. Average Annual turnover of the bidder in the last three financial years i.e. 2011-12, 2012-13 & 2013-14 from sales of laboratory items shall not be less than Rs 15.00 (Fifteen) Lakhs.
- C. Bidder shall have valid Drug License.
- D. Bidder shall have experience in supply of RPR Kit, Reagents or similar items in the last 3 (three) financial years and value of a single order for similar items executed

for a Govt. organization during this period should be at least Rs 5.00 Lakhs.

- E. Manufacturers from where drugs will be sourced shall possess valid **GMP** certificate issued by the Licensing Authority.
- F. Bidder should have experience & knowledge of modes of packing, distribution & transportation of such items under any weather conditions.
- G. Company/Firm/Manufacturer which has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization shall not be allowed to participate in the tender during the period of blacklisting.

4. GENERAL CONDITIONS.

- (I) Tentative quantity of RPR Kit: 12721 nos kit.
- (II) Tender document may be obtained from the office of Tender Inviting Authority during office hours. The bid document may also be downloaded from the official website- www.nrhmassam.in. The bidder who has downloaded the Bid document from the website will be required to deposit Rs 2000/- (non – refundable) in the form of Demand Draft drawn in favour of “State Health Society, Assam” while submitting the tender document. Tender document without fee of Rs 2000/- will not be accepted.
- (III) All tenders must be accompanied by Earnest Money Deposit as specified in the relevant clause of the bid document.
- (IV) Tenders will be opened in the presence of bidders / authorized representatives who choose to attend on the specified date and time as stipulated in the tender document.
- (V) At any time prior to the date of submission of tender, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by an amendment. All prospective bidders who have received the tender document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.
- (VI) Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- (VII) Price Preference/ Purchase Preference to PSUs / SSI Units shall not be applicable.
- (VIII) When a bidder specifies name of the manufacturers of different products in the format at **Annexure VI**, all required documents of each manufacturer should invariably be furnished, failing which the bid would be summarily rejected.

5. TECHNO-COMMERCIAL BID - COVER “A”

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

A. Court Fee Stamp/IPO and Tender Document Fee

Court fee stamp of Rs 8.25 (or IPO of Rs 10/- for bidders located outside the State of Assam). Tender document fee of Rs 2000.00 in the form of a Demand Draft in

favour of “**State Health Society, Assam**” payable at Guwahati.

B. Earnest Money Deposit(EMD)

Earnest Money Deposit shall be Rs **55, 000.00 (Rupees Fifty Five Thousand)** only in the form of Demand Draft/Banker’s Cheque favoring “State Health Society, Assam”, payable at Guwahati. Earnest Money Deposit in the form of Cheque / Cash / Postal order will not be accepted. Earnest Money Deposit will not earn any interest. The Earnest Money Deposit of the successful Bidder may, at the discretion of Tender Inviting Authority be adjusted towards the Security Deposit payable by the Bidder.

C. Constitution of Company of Bidder:

Documentary evidence regarding constitution of the company /concern such as Memorandum of Articles of Association, Partnership Deed etc. with details like Name, Address, Telephone Number, Fax Number, E-mail Address of the firm with names of the Managing Director / Partners / Proprietor.

D. Drug License of Bidder:

Attested photocopy of valid Drug License duly issued by the Licensing Authority for the products quoted.

E. Power of Attorney of Bidder:

Attested photocopy of instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to submit their bids. Such authorized officer should sign the bid documents.

F. Undertaking of Bidder:

Undertaking in the form at **Annexure I-A & I-B.**

G. GMP Certificate:

Attested photocopy of GMP certificate (for manufacturers only whose drugs have been quoted in the tender) issued by the Competent Authority.

H. Annual Turnover of the Bidder:

Annual turnover statement from sales of RPR Kit, Reagents etc. for 3 years i.e. 2011-12, 2012-13 & 2013-14 in the format given in **Annexure-II** certified by the Auditor/Chartered Accountant.

I. Execution of similar contracts of Bidder:

Details of supplies (RPR Kits, Reagents etc.) made during the last 3 financial years with summary of Purchase Orders and Performance Certificates issued by clients in

the specified format (Refer **Annexure III**). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any for the last 3 years should be highlighted. Attested/notarized copies of orders/contracts for similar items including one single order of value at least Rs 5.00 Lakhs executed for a Government Organization during the last 3 years should also be submitted.

J. **Sales Tax Clearance Certificate of Bidder:**

Sales Tax Clearance certificate, as on 31st March of last financial year (as per format at **Annexure-IV**).

K. **Undertaking for providing of logo of Bidder:**

Undertaking (as per **Annexure-V**) for embossment of logo of NHM on the items.

L. **List of Items Quoted**

The List of items quoted shall be furnished as per **Annexure - VI**. The list shall specifically indicate manufacturer's name along with composition and pack size.

M. **Undertaking on Fraud & Corruption of Bidder:**

Undertaking on fraud and corruption in the format at **Annexure-VII**

*** It is to be noted that such statement of both the bidder and the manufacturer (in case the bidder is not a manufacturer) must be submitted.**

N. **Agreed Terms & Conditions of Bidder:**

Agreed Terms & Conditions as per **Annexure VIII**

O. **Signature & Seal on each page**

The tender document signed by the Bidder in all pages with office seal.

P. **Checklist of documents**

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

The above documents should be sealed in a separate cover superscribed as "**TECHNICAL BID, COVER "A" (TENDER FOR SUPPLY OF RPR KITS DUE ON 03-03-2015)**" and addressed to the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christian Basti, G S Road, Guwahati-781005.

6. **PRICE BID - COVER "B"**

Cover “B” shall contain the Price Bid of the Tenderer.

A. **Signature & Seal on each Page**

Each page of the Price Bid should be duly signed by the Bidder affixing the office seal.

B. **Signature on corrections**

Bid should be typewritten and every correction in the bid should be attested with full signature by the Bidder, failing which the bid will be ineligible. Corrections done with correction fluid should also be duly attested.

C. **Items Quoted & Rates**

The Bidder shall fill up the **Annexure-X** for items quoted.

D. **Landed Cost**

The rate quoted per unit or landed price in **Annexure-X** shall be inclusive of excise duty, sales tax, packaging charge, freight, Insurance etc. The component of sales tax should also be shown separately.

E. **Unit Size/ Rate**

The rate quoted in **Annexure-X** should be for a unit and given specification. The Bidder is not permitted to change / alter specification or unit size given in the **Annexure-XI**.

The above documents should be sealed in a separate cover superscribed as "**PRICE BID, COVER “B” (TENDER FOR SUPPLY OF RPR KITS DUE ON 03-03-2015)**" and addressed to the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G S Road, Guwahati-781005

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 superscribed as "**TENDER FOR SUPPLY OF RPR KITS ON 03-03-2015)**" and addressed to the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G S Road, Guwahati-781005

7. **OPENING OF COVER “A” AND COVER “B” OF TENDER**

- A. All bidders are entitled to be present at the date and time of opening of Technical Bid - Cover “A”.
- B. Only those bidders whose Technical Bids are found to be acceptable after technical and commercial evaluation will be invited to be present at the date and time of

opening of Price Bid - Cover "B" of the tender. The price bids of tenderers not found technically qualified shall 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. Purchaser may solicit bidders consent to an extension of validity period. A bidder may refuse extension request without forfeiting the EMD.

9. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:

The validity of offer of the successful bidder shall be at least 02 (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. This validity period may be further extended by one year with mutual consent.

10. OTHER CONDITIONS

A. Item Details & Quantity

The details of the required items are shown in **Annexure-XI**. The quantity mentioned is only the tentative requirement 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.

B. Firm Rates

Firm Rates (inclusive of Excise Duty, Sales Tax, transportation, insurance, PACKAGING/KITTING CHARGES and any incidental charges) should be quoted for each of the required Laboratory items. Tender for supply of RPR Kit, Reagents with conditional/variable rates shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with the successful bidders. The rates quoted and accepted will be binding on the Bidder for the stipulated period and any increase in the price will not be entertained till completion of the tender period.

C. Unit Rate & Total Value

Each bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

D. Controlled Price/MRP

The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Government and the Maximum Retail Price (MRP). During the period of contract with the successful bidder, if the price of any 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 Tender Inviting Authority and shall charge the reduced rates. The Tender Inviting Authority 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 in rates.

F. **No Revision/Correction of Rates**

No Bidder shall be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the bids.

E. **Firm Delivery Schedule**

Firm delivery schedule shall be mentioned in the bid. Cross conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and will be summarily rejected.

F. **Execution of Order**

Unless otherwise specified, supplies should be made directly by the successful bidder and not through any other agency.

G. **Inspection**

Tender Inviting Authority or his authorized representative has the right to inspect the factories of bidders, at any point of time and also has the right to reject the tender or terminate / cancel the orders, based on adverse reports brought out during such inspections. The Bidder shall extend all facilities to the team to enable them to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted/ordered.

11. **ACCEPTANCE OF TENDER**

A. **Tender Evaluation**

Tenders will be evaluated with reference to the rate quoted per RPR Kit to determine the lowest price per RPR Kit.

B. **Right to Reject Tender**

Tender Inviting Authority reserves the right to accept the tender or to reject the whole tender for the supply of all items or for any one or more of the items of

drugs tendered at any point of time without assigning any reason.

C. **Tender Acceptance**

The acceptance of the tenders will be communicated to the successful bidders 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) within 7 working days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

13. **NON ASSIGNMENT**

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.

14. **COMMUNICATION**

All notices or communications relating to or arising out of an 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.

15. **SECURITY DEPOSIT**

The successful bidder, within 7 working days of signing of the agreement, shall be required to submit Security Deposit of 5 % of the order value in the form of bank guarantee from any Indian Schedule bank in favour of the Tender Inviting Authority valid for a period of 6 months from the date of order. However, if the supplier fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited.

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 & Quality**

The items supplied by the successful Bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified at **Annexure-XI**.

C. **Delivery Period**

The supply should be started within 30 (Thirty) days from the date of purchase order and should be completed within 45 (Forty Five) days, unless otherwise specified in the order.

D. **Delivery Point/Destination**

The item shall be delivered at the designated sites in different districts of Assam as per the list furnished 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 fails to execute the order within the stipulated time, the Tender Inviting Authority will have liberty to make alternative arrangements for purchase of the items of RPR Kit for which the purchase orders have 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 any other penalties including forfeiture of security deposit.

G. **Delivery of Products**

Bidder shall supply the product to reach the designated sites/ consignee within 90 days from the date of manufacture of that product. In case, the product is received after 90 days from date of manufacture and the product is not utilized before its expiry date the supplier shall be permitted to replace the expired quantity with fresh stock of longer shelf life, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered.

H. **Shortage and Damage**

It shall be the responsibility of the successful Bidder for any shortages/damages at the time of receipt in the designated sites. Tender Inviting Authority is not responsible for the stock of items received, for which no order is placed.

17. FORCE MAJUERE

The above conditions 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, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder 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.

18. 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 practices -

1. "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.
2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
3. "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.
4. "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 contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

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 Tender Inviting Authority 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 acceptance of bids.

20. LOGOGRAMS& INSCRIPTIONS

The containers or the bottle should be embossed/printed with NHM Logo and the inscription "NHM SUPPLY,NOT FOR SALE". The logo and the inscription should also appear in the outer cartons or packages. This is in addition to other standard inscriptions like the name of the item, date of manufacture; batch no, expiry date and all other relevant details.

Logogram means, wherever the context occurs, the design as specified in **Annexure-V**.

Failure to supply the items, with the logogram will be treated as breach of the terms of agreement.

23. PAYMENT PROVISIONS

- A. Payments towards the supply of RPR Kit will be made strictly as per rules of the Tender Inviting Authority. All payments shall be made by way of Crossed A/C Payee Cheque drawn in favour of the supplier.
- B. On completion of supplies of ordered quantities bills/ Invoices should be raised in triplicate in the name of the Tender Inviting Authority with address.
- C. 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.
- D. In case of any enhancement in excise duty due to notification of the Government after the date of submission of tenders 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 item 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 for having paid additional Excise Duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.
- E. 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.

24. 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/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 bidder.

25. TRANSPORTATION

Transportation of goods and transit insurance upto the specified destination will be by road or as specified in the PO and shall be in supplier's scope.

26. PACKING, MARKING, SHIPPING & DOCUMENTATION

All consignments must be securely and appropriately packed and should conform to Standard Material Transport Regulations. The Supplier will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection. Each package must be clearly marked with indelible paint with the purchase order No., Form (Name & Address), To (Name & Address), Destination, Item Net & Gross Weight, Case No (Sl.No of total Cases) & Dimensions and shall contain copies of dispatch documents and packing list.

27. SHELF LIFE

All supplies shall be scheduled for the period starting from the date of purchase order till the date of completion of stipulated in the order. The supplied should have maximum potency throughout the shelf life period. The shelf life should be minimum one year from the date of supply.

28. TEST CERTIFICATES

The supplier must submit batch-wise Test analysis report from an independent NABL Certified Lab for each item at the time of delivery.

29. TAXES & DUTIES

In case of enhancement of taxes and/or Duties or levy of fresh taxes/Duties due to Statutory Act of the Govt. after date of submission of 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 items 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 after contractual delivery period as 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 become chargeable on goods manufactured, the same shall be to the suppliers account and shall not be borne by the purchaser.

30. REPEAT ORDER

Repeat order shall be acceptable to the supplier within 24 months from the date of the PO at the same prices, terms and conditions.

31. CHANGES IN TERMS AND CONDITIONS

Purchaser reserves the right to make changes at any time in quantities of items ordered or in specification and drawings. If such changes cause an increase or decrease in the amount due or in delivery period, an equitable adjustment shall be made. Any claim for adjustment under this provision must be assessed within 10 days from the date when the changes are ordered.

32. ARBITRATION

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.

33. 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.

34. 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 State of Assam only.

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ANNEXURE I-A

UNDERTAKING (by the Bidder)

To

Mission Director,
National Health Mission, Assam

Tender No. _____
For supply of _____

Sir,

1. I, Shri _____, on behalf of M/s _____ having registered 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 years from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office ofto supplyThe rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of (Hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.
4. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
5. We hereby undertake to pay the **penalty** as per the terms and conditions of the contract for delayed supply of the ordered items.
6. We agree to accept the amount of the bill to be paid by the purchaser after completion of all formalities and should any amount of the bill found by the

purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.

7. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
8. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. 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 FIRM :

UNDERTAKING**(To be submitted by Bidder as well as Manufacturer)**

To

Mission Director,
National Health Mission, Assam

Tender No. _____
For supply of _____

We,..... do hereby declare that presently
we do not stand blacklisted by any Central or State Government organization or debarred from
participating in tenders of such organization and are therefore eligible to participate in NHM
Tender No..... Date..... for supply

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Annexure-II

ANNUAL TURNOVER STATEMENT OF THE BIDDER

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 are true and correct.

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

Total - Rs. _____ Lakhs

Avg. - Rs. _____ Lakhs

Annexure-III
Performance Statement (for the Bidder)

Tender No: NHM/PROC/IDSP/LAB Items/2215/2014-15/

DATED :

Sl.	Name of the product	Year	Qty. supplied	Value	Name and full address of the purchaser
	1	2	3	4	5
1.					
2.					
3.					

(Please use additional sheets if required)

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

CERTIFICATE OF SALE TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT

(To be filled by the applicant)

01. Name or style in which the applicant is assessed or assessable to Sales Tax Addresses or assessment
.....

02. a. Name and address of all companies, firms or associations or persons in which the applicant is interested
in his individual or fiduciary
capacity.....
.....

b. Places of business of the applicant (All places of business should be mentioned)
.....

03 The Districts, taluks and divisions in which the applicant is assessed to Sales Tax (All the places of
business should be furnished).
.....
.....

04 a. Total contract amount in the preceding three years.

i.

ii.

iii.

b. Particulars of Sales Tax for the preceding three years.

Year	Total T.O. be assessed Rs.	Total Tax Assessed Rs.	Total Tax paid Rs.	Balance Due Rs.	Reasons for balance Rs.
2011-12					
2012-13					
2013-14					

c. If there has been no assessment in any year, whether returns were submitted any, if there were, the
division in which the returns were sent.

d. Whether any penal action or proceeding for the recovery of Sales Tax is pending

e. The name and address of Branches if any:

I declare that the above mentioned information is correct and complete to the
best of my knowledge and belief.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Enclosure of Annexure-IV

(To be issued by the Sales Tax Assessing Authority)

In my opinion, the applicant M/s..... has been / has not been / doing everything possible to pay the Tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax Officer

Note : Separate certificates should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax officer or Assistant Commercial Tax Officer having jurisdiction over that place.

Annexure-V

Tender No:

Date

UNDERTAKING FOR EMBOSSEMENT OF LOGO

We M/s do hereby declare that, if favored with an order, we will supply the RPR Kit embossed with NHM Logo, design and specification given in this enclosure and with the inscription “NHM, ASSAM SUPPLY, NOT FOR SALE & NHM FREE DRUG SERVICE” and as per any other instructions given in this regard.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

SPECIMEN LABELLING



NHM, ASSAM

NHM, ASSAM SUPPLY

NOT FOR SALE

~~~~~

**NAME OF ITEM**

~~~~~

EXPIRY DATE:

BATCH :

Mfg Date :

Manufactured by:

Quantity Packed:

Net Weight:

Annexure VI

Tender No.....

Date:

List of Items quoted with name of Manufacturer

Sl. No	ITEMS	Name of the Manufacturer	Price Quoted / Not Quoted
1	RPR Kit		

Annexure-VII

UNDERTAKING ON FRAUD & CORRUPTION (for both manufacturer and bidder)

We do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of RPR Kit under tender reference no we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Annexure – VIII
NATIONAL RURAL HEALTH MISSION, ASSAM

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 Mission Director, National Health Mission, Assam or his authorized representative.
2. "Bidder" means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
3. "Vendor" or "Supplier" means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. "Site" means the premises of the purchaser or any other place as decided by the Purchaser.

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

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	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 is inclusive of cost of containers, 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 on %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 under clause 16 (C) of 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 security deposit of 5 % of the total order value in the form of a Bank Guarantee from a	

	nationalized Bank shall be furnished, which will be valid for a period of 6 months from the date of 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 dispatched within 30 days from the date manufacture.	
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 FIRM :

Annexure-IX

CHECK LIST

Sl.	Cover A	Yes	No	Page No. of Bidder's Doc
1.	Check List as per Annexure – XII			
2.	Court Fee Stamp affixed			
3.	EMD in the form of DD furnished			
4.	Documentary evidence for the Constitution of the company			
5.	Duly attested / notarized copy of Drug License issued by the competent Licensing Authority for the products quoted			
6.	The instruments such as Power of Attorney, Resolution of Board etc.			
7.	Undertaking as per Annexure I			
8.	Annual Turnover Statement for last 3 years as per Annexure – II			
09.	Performance Statement as per Annexure III			
10.	Sales Tax Clearance Certificate as Annexure IV			
11.	Undertaking for Embossment of logo as per Annexure V			
12.	List of items quoted with name of Manufacturer as per Annexure VI			
13.	Undertaking on Fraud & Corruption as per Annexure VII			
14.	Agreed Terms & Conditions as per Annexure- VIII			
15.	Form of Agreement as per Annexure IX			
Sl	Cover B	Yes	No	
1.	Price Bid for RPR KIT as per Annexure X			

Annexure-X
FOR COVER 'B' – PRICE BID

Sl. No	ITEMS	Qty	Unit Rate per Kit (in Rupees)	Tax/CST (in Rupees)	Total Amount (including kitting, transportation etc) (in Rupees) 3 X (4+5)
1	2	3	4	5	6
1	RPR KIT	12721 nos			
Grand Total					Rs

N.B. – The quantity against each item is not final. The quantity may increase or decrease at the time of placing order. However, for the purpose of finalization of the tender and evaluation of price bid, the above quantity shall be taken as fixed.

Annexure-XI

List of Item with Quantity

RPR TEST (Rapid Plasma Reagin) Kit(50 Test per Kit) comprising of following:

Diagnostic Reagents:

Reagent 1: RPR Antigen 1 vial

Reagent 2: Positive Control Serum 1 vial

Reagent 3: Negative Control Serum 1 vial

Accessories:

Disposable Plastic Cards

Disposable Plastic Droppers

Disposable Applicator Sticks Rubber Tests

Antigen Delivery Dropper

Quantity Required: 12721 of Kit

N.B. – The quantity against each item is not final. The quantity may increase or decrease at the time of placing order. However, for finalization of the tender and evaluation of price bid, the above quantity shall be taken as fixed.

Annexure-XII
Form of 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 _____