



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

**TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT**

**(NATIONAL COMPETITIVE BIDDING)**



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

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**TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT**

**(NATIONAL COMPETITIVE BIDDING)**

**TENDER NO: NHM/PROC/NUTR-SUP/ 2993 /2014-15/20322**

**DATE: 07-03-2015**

**Date of sale of Tender Document : 09-03-2015**

**Last Date and Time of receipt of Tender : 23-03-2015 till 2 pm**

**Pre Bid Meeting : 12-03-2015 at 4 pm**

**Date and Time of opening Tender : 23-03-2015 at 3 pm**

**Place of opening Tender. :** Office of the Mission Director,  
National Health Mission, Saikia  
Commercial Complex, Srinagar Path,  
Christianbasti, G.S Road, Guwahati-  
781005, Assam.

**Address for Communication :** Mission Director, National 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 NUTRITIONAL SUPPLEMENT**

Sealed tenders in Two Bid System (Technical Bid & Price Bid in separate sealed envelopes) affixing court fee stamp of Rs 8.25 or IPO of Rs 10/- (for bidders located outside the State of Assam) only, are invited from manufacturers or their authorized dealers/distributors for finalization of rate contracts for supply of Nutritional Supplement to Government Health Institutions located in different districts of 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 23-03-2015 till 2 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 NHM Assam, State HQ Store at Guwahati or as specified in the purchase order.
- 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 item in such quantities as would be required from time to time during the contract period based on actual need assessed by NHM Assam.

**3. PRE BID MEETING:**

A Pre- Bid meeting with all the intending bidders will be held at Conference Hall of NHM Office at Guwahati on **12-03-2015 at 4.00 pm.**

**4. ELIGIBILITY CRITERIA**

- A. Bidder shall either be a manufacturer or an authorized dealer/distributor of the manufacturer having experience of supplying nutritional supplement or similar edible items to Government organizations.

- B. Average Annual Turnover of the manufacturer of the offered product during the last three financial years 2011-12, 2012-13 & 2013-14 shall not be less than **Rs 500.00 (five hundred)Crores.**
- C. Average Annual Turnover of the manufacturer from sale of the offered product only during the last three financial years 2011-12, 2012-13 & 2013-14 shall not be less than **Rs 50.00 (fifty)Crores.**
- D. Average Annual Turnover of the authorized dealer/distributor of the manufacturer of the offered product during the last three financial years 2011-12, 2012-13 & 2013-14 shall not be less than **Rs 10.00 (ten)Crores.**
- E. The manufacturer of nutritional supplement shall hold valid **GMP, ISO 22000:2005 Certificates & FSSAI (Food Safety and Standard Authority of India) License** issued by the competent authority.
- F. The authorized dealer/distributor of the manufacturer of nutritional supplement shall hold valid **FSSAI (Food Safety and Standard Authority of India) License** issued by the competent authority.
- G. The Bidder (whether a manufacturer or an authorized dealer/distributor of the manufacturer) should have executed at least one single order of value not less than **Rs 40.00 Lakhs** during the last three financial years for supply of nutritional supplement or similar items to Government organizations.
- H. 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.

**5. GENERAL CONDITIONS.**

- (I) The quantity of each item shown at **Annexure XIII** is indicative only and actual quantity to be procured from time to time shall be based on need assessment of the Tender Inviting Authority.
- (II) Tender document may be obtained from the office of Tender Inviting Authority during office hours. The tender document may also be downloaded from the official website- [www.nrhmassam.in](http://www.nrhmassam.in).The bidder downloading the tender 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**” along with the Technical Bid. Tender without the fee of Rs2000/- 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 date and time specified 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 its 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 during office hours.
- (VII) Price Preference/ Purchase Preference to PSUs / SSI Units shall not be applicable.

## 6. **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:**

Court fee stamp of Rs 8.25 or IPO of Rs 10/- (for bidders located outside the State of Assam).

### B. **Tender document fee.**

Tender document fee of Rs 2000.00 in the form of a demand draft in favour of "State Health Society, Assam".

### C. **Earnest Money Deposit(EMD)**

Earnest Money Deposit (EMD) of Rs 42.00 Lakhs only in the form of Demand Draft/Banker's Cheque with validity of at least 4 months favoring "**State Health Society, Assam**". Earnest Money Deposit in any other form will not be accepted. Earnest Money Deposit will also not earn any interest.

### D. **Constitution of Company/Firm**

Documentary evidence regarding constitution of the company /concern such as Certificate of Incorporation, Partnership Deed etc.

### E. **Manufacturing/Packaging License**

Attested/notarized copy of valid Manufacturing/Packaging License issued by the Licensing Authority for the product quoted.

### F. **Certification of Quality and Nutritional Composition**

Attested/notarized copy of certificate from competent authority under the current Food Safety Laws indicating the quality of the product and its nutritional composition.

G. **Import License:**

Attested/notarized copy of Import License, if the product is imported. The license must have been renewed up to date.

H. **Power of Attorney:**

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

I. **Quality Certificates**

Attested/notarized copy of valid **(i) GMP Certificate, (ii) ISO 22000:2005 Certificate** and **(iii) FSSAI (Food Safety and Standard Authority of India) License** of the manufacturer issued by competent authority and attested/notarized copy of valid **FSSAI (Food Safety and Standard Authority of India) License** of the authorized dealer/distributor of the manufacturer.

J. **Undertaking:**

Bidder shall have to provide undertaking in the format given at **Annexure I-A & Annexure I-B.**

K. **Annual Turnover from offered product:**

Annual Turnover Statement of the manufacturer from sales of the offered product only during last three financial years 2011-12, 2012-13 & 2013-14 in the format given at **Annexure –II** certified by the Auditor/Chartered Accountant.

L. **Annual Turnover**

Annual Turnover Statement of the manufacturer during the last 3 financial years i.e., 2011-12, 2012-13 & 2013-14 in the format given at **Annexure- III** certified by the Auditor/Chartered Accountant. Attested/notarized copy of "Profit & Loss Statement" and "Balance Sheet" of FY 2011-12, FY 2012-13 and FY 2013-14 must be submitted. **(Both the manufacturer and the authorized dealer/distributor of the manufacturer must submit Annexure-III along with attested/notarized copy "Profit & Loss Statement" and "Balance Sheet" of FY 2011-12, FY 2012-13 and FY 2013-14)**

M. **Execution of similar contracts:**

Details of supplies (nutritional supplement or similar edible item) made during the last 3 financial years by the bidder (if the bidder is a manufacturer) or by the bidder (if the bidder is an authorized dealer/distributor of the manufacturer) with summary of Purchase Orders and Performance Certificates issued by clients in the

specified format (Refer **Annexure IV**). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any, during the last 3 financial years should be highlighted. Attested copies of at least three Purchase Orders (one of which should be of value Rs 40.00 Lakhs or more) executed for Government organizations during FY 2011-12, FY 2012-13 and FY 2013-14 must be submitted.

N. **Sales Tax Clearance Certificate:**

The Bidder (whether a manufacturer or an authorized dealer/distributor of the manufacturer) shall have to submit Sales Tax Clearance certificate, as on 31<sup>st</sup> March of last financial year as per format at **Annexure-V**. Sales Tax clearance of last financial year in any other format of the concerned state will also be considered.

O. **Undertaking for providing of logo:**

The Bidder (whether a manufacturer or an authorized dealer/distributor of the manufacturer) shall have to submit an undertaking (as per **Annexure-VI**) for embossment of NHM Assam logo on all items.

P. **Details of Manufacturing Unit**

Details of Manufacturing Unit as per **Annexure-VII** (The details containing the name & address of the premises where the products are actually manufactured).

Q. **List of Items Quoted**

The List of item quoted shall be furnished in the format at **Annexure - VIII**.

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

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

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

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

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

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

U. **Checklist of documents**

A Checklist (**Annexure-XI**) for the list of documents enclosed with their page number. The documents should be serially arranged as per this **Annexure-XI** 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 Nutritional Supplement; Due on 23.03.2015 )**and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, Christian Basti, G S Road, Guwahati-781005

**7. 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-XII** for each item quoted.

**D. Landed Cost**

The rate quoted per unit in **Annexure-XII** shall be on door delivery basis inclusive of excise duty, sales tax, packaging charge, freight charge, transit Insurance and any other incidental charge. The component of sales tax should also be shown separately.

**E. Unit Size/ Rate**

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

The above documents should be sealed in a separate cover superscribed as "**PRICE BID, COVER "B" (Tender for supply of Nutritional Supplement; Due on 23.03.2015)**"and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, Christian Basti, 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 Nutritional Supplement; Due on 23.03.2015" and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar, G S Road, Guwahati-781005***



8. **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.

9. **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.

10. **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.

11. **OTHER CONDITIONS**

A. **Item Details & Quantity**

The details of the required items are shown in **Annexure-XIII**. The quantity mentioned is only a tentative figure and may increase or decrease as per need assessment 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, packing and any incidental charges) should be quoted for each of the required items on door delivery basis according to the units ordered. Tender for supply of items, 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 bidder. 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.

E. **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 shall not be entertained after submission of bids.

F. **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.

G. **Execution of Order**

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

H. **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.

I. **Road Permits**

Tender Inviting Authority will not take any responsibility for supplying Road Permits. It will be the responsibility of supplier to arrange for Road Permits for dispatch of consignments to different districts of Assam.

**12. ACCEPTANCE OF TENDER**

**A. Tender Evaluation**

Tenders will be evaluated with reference to technical and commercial parameters to determine the technically qualified bidders for all items.

All the nutritional components mentioned at Annexure- XIII should invariably be present in the product quoted. Any deviation in respect to the composition should be clearly highlighted and the content of nutritional component nearer to that specified at Annexure- XIII will be technically considered.

Price Bids of technically qualified bidders will be evaluated with reference to the quoted price (landed price) of each item to determine the L1 (Lowest) price. Conditional discounts shall not be taken into account for price comparison.

**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 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.

**13. AGREEMENT**

The successful Bidder shall execute an agreement as per Annexure XVI 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.

**14. 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.

**15. 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.

**16. 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 nationalized bank in favour of the Tender Inviting Authority valid for a period of 12 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.

## 17. **SUPPLY CONDITIONS**

### A. **Purchase Order**

Purchase order will be placed with 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-XIII**.

### C. **Delivery Period**

The supply of the first lot should commence within 45 (Forty Five) days from the date of purchase order and completed within 60 days. Supply of subsequent lots should be completed within the time frame indicated in the Purchase Order.

### D. **Delivery Point/Destination**

The items shall be delivered at the NHM Assam, State HQ Store at Guwahati.

### 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 arrangements for purchase of the items 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. **Shelf-Life**

The supplied item should have shelf-life of minimum 9 months from the date of manufacture. The items should be supplied within 30 days from the date of manufacture.

H. **Delivery of Products**

Bidder shall supply the product to reach the designated warehouse/ consignee within 30 days from the date of manufacture of that product. In case, the product is received after 30 days from date of manufacture and the product is not consumed 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.

I. **Shortage and Damage**

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

J. **Expiry of Shelf Life**

The Bidder shall take back the supplied items, which are not utilized by the Tender Inviting Authority within the shelf life period based on mutual agreement.

18. **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 supplier the time period of supply may be extended by the purchaser at its 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.

19. **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.

**20. 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.

**21. LOGOGRAMS**

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

- A. Tenders for the supply for goods shall be considered only if the Bidder gives undertaking in his tender that the product will be prepared and packed with the logogram and specified inscriptions either printed or embossed or affixed on containers.
- B. Failure to supply Items etc., with the logogram and specified inscriptions will be treated as breach of the terms of agreement.

**22. QUALITY TESTING**

- A. Tender Inviting Authority may at its discretion go for testing of nutritional

- supplement. In such case, samples from each batch will be chosen at the point of supply or distribution / storage points for testing.
- B. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be not of standard quality or spurious or adulterated or mis-branded, such batch/batches will be deemed to be rejected goods.
  - C. In the event of the samples of nutritional supplement supplied failing quality tests or found to be not as per specifications, the Tender Inviting Authority will be at liberty to make alternative purchase of the item for which the purchase orders have been placed from any other source or from the open market at the risk and the cost of the supplier.

#### **24. PAYMENT PROVISIONS**

- A. Payments towards the supply of nutritional supplement 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. Payment will be made for each lot of 20,000 packets or more.
- 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 supplier 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 supplier 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 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.
- F. Tender Inviting Authority has every right to receive supply even after expiry of contractual delivery date and in such case; price reduction as specified under Clause No. 17 E 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.
- H. The successful bidder will be required to supply the products with logogram and requisite inscriptions, securely packed as per specifications at Annexure-XIII capable of withstanding multiple handling. If there is any deficiency in packing a **separate penalty** will be levied @ 2% irrespective of the Tender Inviting Authority having actually suffered any damage/loss or not, without prejudice to the right of alternative purchase as specified in Clause No. 17 F. No deviation in logogram

shall be accepted.

**25. 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.

**26. QUALITY CONTROL DEDUCTION & OTHER PENALTIES**

- A. If the samples do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days of the receipt of the letter/notice from the Tender Inviting Authority. The stock shall be taken back at the expense of the supplier. Tender Inviting Authority has the right to destroy such NUTRITIONAL SUPPLEMENT NOT CONFORMING TO STANDARDS if the supplier does not take back the goods within the stipulated time. Tender Inviting Authority will arrange to destroy the NUTRITIONAL SUPPLEMENT NOT CONFORMING TO STANDARDS within 90 days after the expiry of 30 days mentioned above, without further notice, and shall also collect demurrage charges calculated at the rate of 2% per week on the value of the item rejected till such destruction.
- B. If any items of supplied by the supplier have been partially or wholly used or consumed after supply and are subsequently found to be in bad odour, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, then the contract price or prices of such items will be recovered from the supplier, if payment had already been made to him. In other words the supplier will not be entitled to any payment whatsoever for Items found to be of NOT OF STANDARD QUALITY whether consumed or not consumed and the Tender Inviting Authority is entitled to deduct the cost of such batch of item from any amount payable to the supplier. On the basis of nature of failure, the supplier of the product (s) will be liable for Black Listing.
- C. In case of supply of items of NOT OF STANDARD QUALITY, concerned authority will be informed for initiating necessary action on the supplier and that product shall be banned and no further supplies accepted from him till he is legally discharged. The supplier shall also not be eligible to participate in tenders of Tender Inviting Authority for supply of such items for a period of five subsequent years.
- D. The supplier shall furnish the source of procurement of raw materials utilized in the formulations if required by Tender Inviting Authority. Tender Inviting Authority reserves the right to cancel the purchase orders, if the source of supply is not furnished.
- E. The decision of the Tender Inviting Authority or any officer authorized by him as to the quality of the supplied items shall be final and binding.
- F. Tender Inviting Authority will be at liberty to terminate without assigning any



reasons thereof the contract either wholly or in part on 30 days notice. The supplier will not be entitled for any compensation whatsoever in respect of such termination.

- G. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the supplier shall be liable for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
- H. Non performance of any of the contract provisions will disqualify a firm to participate in tenders issued by the Tender Inviting Authority for the next five years.
- I. In the event of making ALTERNATIVE PURCHASE, the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the Tender Inviting Authority in making such purchases from any other source or from the open market shall be recovered from the Security Deposit or from any other money due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier or from his properties, as per rules.
- J. In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

**27. 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.

**28. 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.

**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 State of Assam only.

.....

UNDERTAKING

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 of .....to supply .....The 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 Controlled Price/MRP
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

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 :

**ANNUAL TURNOVER STATEMENT OF OFFERED PRODUCT**

The Annual Turnover of M/s \_\_\_\_\_ from sales of \_\_\_\_\_  
 (quoted product) for the past three financial years are given below and certified that the  
 statement are true and correct.

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

Date :

Seal :

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

**Annexure-III**

**ANNUAL TURNOVER STATEMENT**

**Tender No:**

**Date:**

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

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

Date :

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

Seal :

**Annexure-IV**  
**Performance Statement**

**Tender No:**

**Date:**

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

**(Please use additional sheets if required)**

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**Annexure-V**

**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. 2011-12  
ii. 2012-13  
iii. 2013-14

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

<b>Year</b>	<b>Total T.O. be assessed Rs.</b>	<b>Total Tax Assessed Rs.</b>	<b>Total Tax paid Rs.</b>	<b>Balance Due Rs.</b>	<b>Reasons for balance Rs.</b>
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 to Annexure-V**

**(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-VI**

**Tender No:**

**UNDERTAKING FOR EMOSSMENT OF LOGO**

**We M/s ..... do hereby declare that, if favored with an order, we will supply the Nutritional Supplement in containers carrying a colorful design agreed mutually between us and NHM Assam and embossed with NHM Logo and the inscription “NHM ASSAM SUPPLY, NOT FOR SALE” and as per any other instructions given in this regard**

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**Annexure – VII**

**Declaration on Manufacturing Facilities by the Manufacturer**

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

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

1. Name of the manufacturer :
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 :
12. Name of Govt. Departments/ Pvt. Institutions to which the bidder already supplied the items with quantity value and supply period : As per enclosure
18. Has the bidder 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 rate contract.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE MANUFACTURER :

★ The details of manufacturing unit shall be for the premises where items quoted are actually manufactured.

**Annexure-VIII**

**List of Items quoted with name of Manufacturer**

**Tender No:**

**Date:**

<b>SN</b>	<b>NAME OF ITEMS</b>	<b>Name of Manufacturer &amp; Brand</b>	<b>Price Quoted / Not Quoted</b>
1			

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

**Annexure-IX**

**Tender No:**

**Date:**

**UNDERTAKING ON FRAUD & CORRUPTION**

We ..... 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 ..... 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 – X**  
**NATIONAL 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)
	<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 literature and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per	



	bid document has been furnished in Cover A	
	<b>D. Commercial</b>	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price is inclusive of cost 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 17 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 12 months from the date of order.	
16.	Confirm acceptance of Part Order.	
17.	Confirm acceptance of Repeat order within 36 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.	
23.	Confirm that supplier will be responsible for arranging Road Permits for dispatch of consignments to Assam	

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

**Annexure-XI****Tender No:****Date:****CHECK LIST**

<b>Sl.</b>	<b>Cover A</b>	<b>Yes</b>	<b>No</b>	<b>Page No. of Bidder's Doc</b>
1.	Court Fee Stamp affixed			
2.	Tender Document Fee furnished			
3.	EMD in the form of DD/ Banker's Cheque furnished			
4.	Documentary evidence for the Constitution of the company			
5.	Manufacturing/Packing License			
6.	Certification of quality & nutritional composition			
7.	Import License, if any			
8.	The instruments such as Power of Attorney, Resolution of Board etc.			
9.	Quality Certificates (GMP, ISO 22000:2005 & FSSAI License) of manufacturer and FSSAI License (of Dealer/Distributor of the Manufacturer)			
10.	Undertaking as per Annexure I A and Annexure 1 B			
11.	Annual Turnover for last three financial years for the offered product as per Annexure II			
12.	Annual Turnover for last three financial years as per Annexure – III along with Profit & Loss Statement and Balance Sheet of the last three financial years			
13.	Performance Statement as per Annexure IV with copies of Purchase Orders, one of which of value Rs 40.00 Lakhs or more			
14.	Sales Tax Clearance Certificate as Annexure V			
15.	Undertaking for providing of logo as per Annexure VI			
16.	Details of Manufacturing Unit as per Annexure VII			
17.	List of items quoted as per Annexure VIII			
18.	Undertaking on Fraud & Corruption as per Annexure IX			
19.	Agreed Terms & Conditions as per Annexure- X			
20.	Check List as per Annexure XI			
<b>Sl</b>	<b>Cover B</b>	<b>Yes</b>	<b>No</b>	
1.	Price Bid as per Annexure XII			

**Annexure-XII**

**Price Bid**

**COVER 'B' – PRICED BID**

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

<b>SL No.</b>	<b>DESCRIPTION</b>	<b>Approx Quantity</b>	<b>Rate per Packet (In Rs)</b>	<b>Tax/VAT per Packet (In Rs)</b>	<b>Total Amount (In Rs) 3 x (4+5)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
	Nutritional Supplement Packet with NET WEIGHT of 500 grams.	4,87,000 Packets			

**Total amount under column 6 above in words.....**

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

**Annexure-XIII**

**DETAILS OF ITEMS WITH QUANTITIES**

Tender No: .....Date: .....

**DETAILS OF COMPOSITION AND SPECIFICATIONS**

The Nutritional Supplement should be a wholesome preparation for post partum mothers, in powdered form to be taken with warm water and with composition as below:

Sl. No.	Name of the Nutrients	Contents per 100 gm
1	<b>Protein</b>	<b>20 gm</b>
2	<b>Carbohydrate</b>	<b>45-50 gm</b>
3	<b>Fats</b>	<b>10-13 gm</b>
4	<b>Docosa Hexaenoic Acid (DHA)</b>	<b>70-80 mg</b>
5	<b>Minerals</b>	
	a) Elemental Iron	40-50 mg
	b) Elemental Calcium	1200-1300 mcg
	c) Phosphorus	400-475 mg
	d) Magnesium	100-120 mg
	e) Potassium	600-620 mg
	f) Sodium	450-500 mg
	g) Chloride	450-475 mg
6	<b>Trace Minerals</b>	
	a) Zinc	4 mg
	b) Iodine	170-190 mcg
	c) Copper	0.8-0.9 mg
	d) Niacin	10-12 mg
	e) Selenium	45-50 mcg
7	<b>Vitamins</b>	
	a) Folate	500 mcg
	b) Vitamin A	850-875 mg
	c) Vitamin E	10 mg
	d) Vitamin K	60 mcg
	e) Vitamin D	3.0-3.5 mcg
	f) Vitamin B1	0.9-1.0 mg
	g) Vitamin B2	2.0-2.15 mg
	h) Vitamin B6	2.5-2.7 mg
	i) Vitamin B12	3.5-3.75 mcg
	j) Vitamin C	100 mg

## **IMPORTANT NOTES**

- a) The product is to be packed in industry standard high quality airtight food grade poly pack
- b) The poly pack will be contained in a sound card board container or carton of 120 – 150 gsm board with suitable dimensions to accommodate the said quantity.
- c) The container shall be embossed/printed with NHM logo and the inscription “NHM SUPPLY, NOT FOR SALE” and will have an attractive colorful design on it. The colorful design shall be decided between the successful bidder and NHM with mutual consent.
- d) The estimated requirement of Nutritional Supplement is 4,87,000 packets. This quantity is indicative only and may vary depending on actual demand from different districts of the State.

**Annexure-XIV**

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