

# OFFICE OF THE MISSION DIRECTOR National Health Mission, Assam Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam

#### TENDER FOR SUPPLY OF CAPS FOR NHM, ASSAM

Tender Reference No : NHM/Publicity Campaign/2399/2014-15/20430, dated 10/03/2015

Date of sale and uploading of Tender Documents : 11-03-2015

Last Date and Time of receipt of Tender : 18 -03-2015 till 2 pm

Date and Time of opening Tender : 18 -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, Guwahati-781005, Assam

#### TENDER FOR SUPPLY OF CAPS FOR NHM, ASSAM

Sealed tenders in **TWO BID SYSTEM** affixing Court Fee Stamp of Rs 8.25 only are invited by NHM, Assam, from reputed suppliers/firms for supplying of caps for of NHM, Assam. Interested parties are requested to submit their tender along with the specified documents which will be received till **18-03-2015 up to 2.00 P.M**. The tender may be sent by Speed Post / Registered Post / Courier Services / in person in sealed cover addressed to "Mission Director, National Health Mission (NHM), State Health Society, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam." Tender received after the closing date & time shall not be entertained. The Mission Director NHM Assam shall not be responsible for any postal delay.

#### 1. LAST DATE FOR RECEIPT OF TENDERS.

Sealed Tenders in two separate covers {Technical Bid (Cover "A") and Price Bid (Cover "B")} will be received till **18-03-2015** up to **2 PM** by the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005

# 2. ELIGIBILITY CRITERIA

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

Sl No	Eligibility Criteria	Documents required
A	Must be a registered firm/supplier/company.	Attested/notarized copy of certificate of registration of firm/company/society by competent authority
В	Must have an establishment/office set-up for carrying out business.	Attested/ notarized copy of Trade License
С	The supplier should have experience of executing similar job – supply of caps - during the last three financial years for Govt. organization.	Attested/notarized copies of order/contracts of earlier works during the last three financial years with at least one order of value of Rs 50000/- or above executed for Govt organization during the last three financial years.
D	Should have an average annual turnover of at least Rs 4 lakh during the last 3 financial years.	Average annual turnover statement of last 3 financial years certified by a Chartered Accountant/Auditor (Annexure II)
Е	Should have valid VAT Registration and Permanent Account Number	Copy of 1. VAT Registration Certificate 2. Permanent Account Number (PAN) Card
F	Should have Sales Tax/VAT clearance certificate for the last financial year.	Attested/notarized copy of Sales Tax/VAT Clearance Certificate issued by Tax authority; as on 31st March of last financial year.
G	Any other information, which may be useful in the process of evaluation.	Supporting Documents

#### 3. GENERAL CONDITIONS.

- a) The bid document may be purchased from the Office of the Mission Director, NHM Assam by paying Rs 2000/- (non refundable) in the form of Demand Draft in favour of 'State Health Society Assam, payable at Guwahati, Assam.
- b) The bid document may also be downloaded from the official websitewww.nrhmassam.in .The bidder who has downloaded the bid document from the website has to pay Rs 2000/- (non – refundable) in the form of Demand Draft in favour of 'State Health Society Assam' payable at Guwahati, Assam while submitting the bid. Tender without Rs 2000/- will not be accepted.
- c) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the relevant clause of the bid document.
- d) Bids will be opened in the presence of bidders or their authorized representatives on the specified date and time as stipulated in the bid document.
- e) At any time prior to the date of submission of bid, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment. All prospective bidders who have received the bid document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, the Tender Inviting Authority may at its discretion, extend the date and time for submission of bids.
- f) Interested eligible bidders, if they so desire, may obtain further information from the office of the Tender Inviting Authority.

#### 4. TECHNICAL BID- COVER "A"

The bidder should furnish the following in a separate cover hereinafter called "Cover A". Court Fee Stamp of Rs 8.25 must be affixed.

- a) Attested/notarized copy of certificate of registration of firm/company/society by competent authority.
- b) Attested/notarized copy of Trade License
- c) Attested/notarized copies of order/contracts of earlier works during the last three financial years with at least one order of value of Rs 50000/- or above executed for Govt organization during the last three financial years.
- d) Annual Turnover Statement of last 3 financial years from a Chartered Accountant/Auditor in the format at **Annexure II**
- e) Attested/notarized copies of VAT Registration certificate and PAN Card.
- f) Attested/notarized copies VAT/Sales Tax Clearance Certificate, as on 31st March of last financial year issued by Tax authority
- g) Undertaking as per Annexure I

- h) Earnest Money Deposit of Rs 20,000/- (Rupees twenty thousand only) only in the form of Demand Draft/Bankers Cheque in favour of **State Health Society, Assam.** EMD submitted in any other form or bids without EMD shall not be entertained. The EMD of the successful bidder shall be retained till completion of the tender period but shall not carry any interest. If the successful bidder fails to execute the agreement and/or fails to deposit the performance security amount within the specified time, or withdraws his bid within the validity period of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be returned within 30 days after the finalization of the tender.)
- i) "Agreed Terms & Conditions" as per **Annexure-III** duly filled in and signed
- j) A Checklist (**Annexure-VI**) for the list of documents enclosed. The documents should be serially arranged as per this **Annexure-VI** and should be securely tied or bound.
- k) The tender/bid document should be signed by the bidder in all pages with office seal and submitted with the bid.

The bidder shall put above documents in a sealed cover super scribed as "TECHNICAL BID - COVER "A" TENDER FOR SUPPLY OF CAPS FOR NHM, ASSAM, DUE 18-03-2015 and addressed to the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

#### 5. PRICE BID - COVER "B"

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

(i) Signature and Seal on each page

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

(ii) Rates quoted

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

The bidder shall put the duly signed Annexure-IV in a sealed cover Super scribed as "PRICE BID COVER "B" **TENDER FOR SUPPLY OF CAPS FOR NHM, ASSAM**, **DUE on 18-03-2015 and addressed to the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.** 

#### 6. COVER FOR TECHNICAL BID & PRICE BID

The two separately sealed covers Technical Bid (Cover "A") and Price Bid (Cover "B")} shall be placed together inside another cover which shall be sealed and superscribed as **TENDER FOR SUPPLY OF CAPS FOR NHM, ASSAM, DUE ON 18-03-2015** and addressed to the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

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

(a) Bidders or their authorized representatives are entitled to be present on the date and time of opening of Technical Bid - Cover "A".

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

#### 8. VALIDITY OF BID:

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

#### 9. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:

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

#### 10. ACCEPTANCE OF TENDER

#### (i) Tender Evaluation

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

#### (ii) Right to Reject Tender

Tender Inviting Authority reserves the right to accept the tender or to reject the tender for all items or for any one or more of the items tendered at any point of time without assigning any reason.

#### (iii) Tender Acceptance

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

#### (iv) Agreement

The successful bidder shall execute an agreement on a non-judicial stamp paper of the within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted or within 10 days from the date of issue of order.

#### 11. SECURITY DEPOSIT

The successful bidder, within 10 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 six 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.

#### 12. NON ASSIGNMENT OR SUB-LETTING

The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.

#### 13. COMMUNICATION

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

# 14 ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

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

#### 15. SUPPLY CONDITIONS

#### a. Specifications and Quality

The caps supplied by the successful bidder shall be of the best quality and shall comply with specifications, stipulations and conditions specified at **Annexure -V** 

#### b. Delivery Period

Unless otherwise specified, the caps should be delivered within 20 days from the date of the issue of order. However, it is preferred that caps be delivered earlier than 20 days.

#### c. 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 per cent of the value of the delayed goods per day of delay or part thereof subject to a maximum of 10 per cent of the total order value
- ii. Once the maximum price reduction is reached, termination of the contract may be considered. Non-compliance 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.

#### 16. 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.

#### 17. 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.

#### 18. LAWS GOVERNING THE CONTRACT & JURISDICTION

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender, such dispute would be subject to the jurisdiction of the Court within the city of Guwahati only.

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# ANNEXURE I

# **UNDERTAKING**

To

	Mission Director, National Health Mission, Assam
	Tender No For
	Sir,
1.	I, Shri, on behalf of M/s
	and branch office at, do hereby
	declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of two year from the date of award of contract to us.
2.	We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT
	and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
3.	The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
4.	We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
5.	We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.
SIGNA	ATURE :
NAME	E & DESIGNATION :
DATE	;
NAME	E & ADDRESS OF THE FIRM :

# Annexure-II

# ANNUAL TURNOVER STATEMENT OF THE BIDDER

The Annual Turno	for the past three				
years 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

Seal & Signature of Chartered Accountant/Auditor Date:

Lakhs

- Rs.\_\_\_\_

#### **Annexure-III**

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

		Tender No. & Date	
A. Details of Bidder			
Bidder Name:			
Offer Ref:	Contact Person:		
Telephone No:	Signature:		
Fax No:	E-mail:		

#### B. <u>Definitions</u>

- 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	Vendor's Confirmation
		(Confirmed/Noted/Deviation
		furnished separately)
	C. Technical	
1.	Confirm that you meet the eligibility criteria as per bid	
	document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and	
	scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been	
	highlighted separately.	
4.	Confirm that literature and technical data, wherever	
	applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid	
	document has been furnished in Cover A	
	D. Commercial	
1.	It is noted that any deviations to the commercial terms	
	and conditions shall lead to loading of prices or rejection	
	of offer.	
2.	Confirm that the quoted landed price of the item is	
	inclusive of cost of packing & forwarding charges,	

	freight, insurance and all duties and taxes viz. Excise	
	Duty, Sales Tax/VAT.	
3.	Confirm furnishing of price break-up of each item	
	showing basic price of item and Tax/VAT as % age of	
	basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and	
	duties within the contractual delivery period shall be	
	borne by the purchaser.	
5.	If there is any variation or fresh imposition of Excise	
	Duty at the time of supply due to various reasons,	
	including turn-over, confirm that the same shall be	
	borne by supplier.	
6.	If clause 5 above is not acceptable, advice maximum	
	possible rate of additional ED chargeable; this shall be	
	loaded to your price.	
7.	Confirm that in case any new or additional duties and	
	taxes are imposed after the contractual delivery date due	
	to delays attributable to the supplier the same shall be	
	borne by the supplier. This will be in addition to Price	
	Reduction for Delay in Delivery.	
8.	Confirm acceptance of Price Reduction Schedule for	
	delay in delivery @ 0.5% of delayed value of goods per	
	week of delay or part thereof subject to maximum of	
	10% of the total order value.	
9.	Confirm acceptance of Delivery Period as indicated in	
	the bid document.	
10.	Confirm acceptance of relevant payment terms specified	
	in the bid document.	
11.	It is noted that delivery period, price reduction,	
	termination etc are subject to Force Majeure Condition	
	as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain firm & fixed	
	till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices	
	quoted are not higher in any respect than MRP	
	b) In case you are a dealer/ distributor / authorized	
	agent, confirm that the prices quoted are as per	
	manufacturer's price list with appropriate discount	
14.	Packing / forwarding, transportation, loading/unloading	
	and insurance are supplier's responsibility. However, to	
	protect the items from physical damages and/or	
	deterioration due to weather during transit, supplier to	
	ensure proper packing & handling arrangement. Please	
	confirm compliance.	
15.	Confirm that 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 one year 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	Not Applicable
	have declared the same with the expiry date. Also	
	confirm that such materials shall be delivered within 60	
	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 IV**

#### **COVER 'B' – PRICED BID**

Tender	No.	

Sl No	Item	Basic Price in Rs	VAT/TAX Rs	Total Cost of a cap (Inclusive of Taxes in Rs)
1	Supply of NHM Caps			

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

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

#### Annexure V

# **Specifications of Caps**

1. Quantity: 20,000 nos. (Quantity is indicative)

2. Main Fabric: 100% Cotton 6x12 JCT Twill

3. Flap Fiber: 7.5 cm PVC Imported sheet

4. Inside Fusing: Imported Wire Fusing

5. Finish Band: 100% cotton Twill with paper foam

6. Nylon Top: With double needle attachment

7. Top Button: Metal Button

8. Back Side: Velcro (Good quality)

9. Colour: White

10. NHM logo and Slogan (printed) in front, one slogan on each side

\* slogan and logo provided by NHM.

# Annexure-VI

# **CHECK LIST**

Sl.	Cover A	Yes	NO
1.	Court Fee Stamp affixed		
2.	Attested/notarized copy of certificate of registration of		
	firm/company/society by competent authority.		
3.	Attested/notarized copy of Trade License.		
4.	Attested/notarized copies of order/contracts of earlier		
	works during the last three financial years with at least one		
	order of value of Rs 50000/- or above executed for Govt		
	organization during the last three financial years.		
5.	Undertaking as per <b>Annexure I.</b>		
6.	Annual Turnover Statement of last 3 financial years from a		
	Chartered Accountant/Auditor in the format at Annexure		
	II.		
7	Attested/notarized copies of VAT Registration certificate		
	and PAN Card.		
8	Attested/notarized copies VAT/Sales Tax Clearance		
	Certificate, as on 31 <sup>st</sup> March of last financial year issued		
	by Tax authority.		
9	EMD in the form of DD/Banker's cheque.		
10	"Agreed Terms & Conditions" as per Annexure-III duly		
	filled in and signed.		
	Cover B	Yes	NO
10	Cover B- Price Bid as per <b>Annexure- IV</b>		