



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

**TENDER FOR TRANSPORTATION OF GOODS
(Local Competitive Bidding)**



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

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TENDER FOR TRANSPORTATION OF GOODS

(LOCAL COMPETITIVE BIDDING)

TENDER NO: NHM/Store/Transportation/2015-16/919

Date: 18.04.2015

Date of sale of Tender Document	: 20.04.2015
Last Date and Time of receipt of Tender	: 02.06.2015 till 2 pm
Date and Time of opening Tender	: 02.06.2015 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 TRANSPORTATION OF GOODS

Sealed tenders in two-bid System affixing Court Fee Stamp of Rs 8.25 are invited from reputed transporters for transportation of goods from NHM HQ Store to 27 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 02.06.2015 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) The anticipated annual requirement of trucks would be about 400 Nos.. for various destinations in the state for a total estimated transportation cost of Rs. 250.00 lakhs approximately. However, no definite volume of work can be guaranteed.

3. ELIGIBILITY CRITERIA

- a) Bidder should have experience of transportation of drugs, medical equipments or any other essential commodity and value of a single order for transportation of drugs, surgicals during past three financial years i.e. 2011-12, 2012-13, 2013-14 should be at least Rs 5.00 Lakhs.
- b) Preference shall be given to the bidders having their own vehicles either in individual name or in the name of their organization/firms. The detailed particulars of vehicles owned by them with registration details shall have to be furnished along with the technical bid.
- c) Average Annual turnover of the bidder in the past three financial years i.e. 2011-12, 2012-13, 2013-14 shall not be less than Rs 75.00 lakhs.
- d) Bidder who has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization will not be

allowed to participate in the tender during the period of blacklisting.

5. GENERAL CONDITIONS.

- a) The scope of work indicated in the bid document at Annexure I is tentative and subject to change depending on actual requirement.
- b) Tender documents may be obtained from the office of Tender Inviting Authority during office hours on payment of Rs 2000/- (non – refundable) in the form of Demand Draft drawn in favour of “ **State Health Society, Assam**” payable at Guwahati. The tender documents may also be downloaded from the official website- www.nrhmassam.in. The bidder downloading 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**” payable at Guwahati while submitting the Tender. Tender without the fee of Rs 2000/- will not be accepted.
- c) All tenders must be accompanied by Earnest Money Deposit as specified in the relevant clause of the bid document.
- d) 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 bid document.
- e) 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.
- f) Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- g) 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/charges in a separate cover hereinafter called “**Cover A**”.

a) **Court Fee Stamp and Tender Document Fee**

Court fee stamp of Rs 8.25. 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 amounting to **Rs 5 Lakhs** (Rupees five Lakhs) only in the form of Demand Draft/Banker’s Cheque favoring “**State Health Society, Assam**”. Earnest Money Deposit in any other form 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 Certificate of Incorporation, 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) **Power of Attorney of Bidder:**

Attested copy 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.

e) **Undertaking of Bidder:**

Undertaking in the form at **Annexure-II A & Annexure-II B**

f) **Registration Certificate**

Attested copies of valid Vehicle Registration Certificates for 10 Nos. each of 1109,709,407 & 207 types of trucks.

g) **Annual Turnover**

Annual turnover statement for past three financial years i.e 2011-12, 2012-13, 2013-14 in the format given in **Annexure-III** certified by the Auditor/Chartered Accountant.

h) **Execution of similar contracts of Bidder:**

Details of transportation made during the last 3 financial years with summary of Purchase Orders and Performance Certificates issued by clients in the specified format (Refer **Annexure IV**). Attested/notarized copies of orders/contracts including one single order of value at least Rs 5.00 Lakhs executed for a Government Organization during the last 3 financial years should be submitted.

i) **Service Tax Registration Certificate of Bidder:**

Service Tax Registration Certificate, as on 31st March of last financial year

j) **Undertaking on Fraud & Corruption of Bidder:**

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

k) **Agreed Terms & Conditions of Bidder:**

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

l) **Signature & Seal on each page**

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

m) **Checklist of documents**

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

The above documents should be sealed in a separate cover super scribed as **"TECHNICAL BID, COVER "A" (TENDER FOR TRANSPORTATION OF GOODS DUE ON 02.06.2015)"** 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 in the format at Annexure VIII of the Tender.

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) **Landed Cost**

The "Price Bid" should contain the destination wise net rate including loading and unloading charges and including insurance and packing charges at Annexure VIII

d) **RATE REVISION DUE TO CHANGE IN RATE OF DIESEL**

No increase /decrease in approved rates will be permitted up to 5% increase/decrease in HSD price with respect to the base price prevailing at the time of the tender opening. However, for every increase/decrease of 01 % in HSD price (beyond 5%) 0.3% increase/decrease will be allowed on the approved rates for the respective destination.

Following formula will be applicable for calculation of multiplier factor (MF) by which approved rate will be multiplied to arrive at revised rates which will be effective from the date of change in diesel rates. The effective rates of Diesel shall be taken on the basis of official circular of increase/decrease of the rates from time to time obtained from our authorized fuel/diesel vendor of Indian Oil Corporation or any other authentic source.

FORMULA:

$$MF = (1 + 0.3 A) \text{ WHERE } A = \{ (R1 - R2) / R2 \}$$

Where R1 new rate of diesel and R2 in rate while tendering.

While submitting revised bills due to diesel rate changes, transporters must affix proof of new rates (paper cutting/ govt. notification, etc.) to enable NHM, Assam to verify applicable MF for such bill.

For Example

$R1 = \text{Rs. } 22.00 \text{ per liter, } R2 = \text{Rs. } 20.00 \text{ per liter, } A \text{ will be Rs } 22.00 \text{ minus Rs. } 20.00 = \text{Rs. } 2.00 \text{ divided by Rs. } 20.00 = 0.1$

Hence MF will be $1 + 0.3 \times A$ i.e $1 + (0.3 \times 0.1) = 1.03$

If old rate of any destination was Rs 500/- new rate will be Rs.500.00 X1.03 i.e Rs. 515.00.

In case the diesel prices are reduced the above formula will be applicable for reducing rates.

The above documents should be sealed in a separate cover superscribed as **"PRICE BID, COVER "B" (TENDER FOR TRANSPORTATION OF GOODS DUE ON 02.06.2015)"** 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 TRANSPORTATION OF GOODS DUE ON 02.06.2015 " 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 transport goods at agreed rates and terms during this period. This validity period may be further extended with mutual consent.

11. OTHER CONDITIONS

A. TRANSIT DAMAGE / LOSESS

It is expected by NHM, Assam that the transporters will take utmost care to deliver the goods to the consignee without any damage / shortage or losses. Neither they shall make deliveries in parts nor “not deliver” the consignment. In the event of any reported damage /shortage/losses/nor-delivery of the consignment, NHM, Assam shall recover the cost towards such damages / shortage/losses/ non-delivery from the transporters pending bill/ credit balance or security deposit or from any other sum, which is due to them irrespective of any insurance link up/settlement.

B. TRANSSHIPMENT

a) General: - The transporter will not be permitted to transship the material enroute , which means that trucks those have been loaded with NHM, Assam material at NHM, Assam warehouse shall only reach the destinations / consignee's end and the materials shall in no case be delivered through any other trucks, if in any specific case of transshipment is necessary for reason beyond the control of transporter, prior written permission of the Authority shall be obtained by the transport agency , failing which penalty equivalent to 30% of the approved rate of the transportation for that destination subject to a maximum of Rs. 8000/- per transshipment will be imposed.

b) In case the material originally dispatched through two trucks from NHM HQ Store is transported to final destination after transshipment by a single truck, the Authority will affect the deduction of 70% of freight for both the trucks i.e the NHM, Assam shall make a payment of 30 % of the contracted rate for each of the two trucks load materials dispatched from our warehouse. In case the transport agency carries out transshipment of three trucks load of NHM materials and deliver them at the consignee's end through a single truck, NHM shall affect a deduction of 80% of the contracted rates for each of the three trucks dispatched from the NHM i.e the transport agency shall only be paid 20% of the contracted rates for each of the three truckloads of materials dispatched from our warehouse. The said deductions shall be levied on the transport agency forthwith on receipt of any such written confirmation from the indenter/consignee's end within four months of dispatch of goods from warehouse/submission of related bills by the transport agency.

C. TRANSPORTATION OF ANY OTHER MATERIALS

Truck loaded with ALIMCO materials should not carry materials belonging to any other party including the transporter. In the event of breach of trust in respect of this aspect of the contract, NHM reserves the right to short close the contract or recover any such amount deemed fit (not less than 20 % of the contracted rate) including initiating action to black list the transporter.

D. ROAD ACCIDENT

In the event of an accident enroute, the transporter shall be required to keep NHM informed in writing on immediate priority. They also report at the nearest Police Station and make then pachnama and also arrange for survey by an approved surveyor of insurance company. Proof of such accident including photographs and copies of the FIR /Pachnama etc. should

be handed over at NHM as documentary evidence within two weeks of the incident, which compelled the transporter to transship the goods enroute. However, it shall be the responsibility of the transporter to take all precautions and preventive measures including retrieval action to save the cargo from getting damaged. As transshipment is not permitted, NHM reserves the right to deduct any amount towards losses due to transshipment and also reserves the right to penalize the transporter by affecting deductions up to the extent of cost/implication of damages from the existing/future bills other forms of securities held by NHM.

In case of trucks carrying NHM goods meet road accident enroute, the following procedure should be followed:-

- a) The transporter shall inform the police in writing and intimate immediately by fax/telephone/ email to NHM enclosing copy of FIR.
- b) The transporter shall immediately take steps on war footing to protect the materials from theft, pilferage or damage at the site of accident.
- c) The materials should be immediately transported to the consignee's destination through alternate truck.
- d) The damaged materials should be handed over to the consignee who will get it surveyed.
- e) A pachnama should also be made, copies of which should be produced to NHM. However, each of such case shall be dealt by the Authority on its individual merit and in no case production of the above documents shall absolve the transporter from its responsibility and liability on account of loss/damage caused to the materials.

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 in the Bids shall not be entertained after submission of the bids.

F. **Execution of Order**

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

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 the Group.

Price Bids of technically qualified bidders will be evaluated with reference to the quoted rates (landed price of each item). 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 of Hospital Furniture, Fixtures, Equipments & Instruments 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 in the form at **Annexure XIV** on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) within 10 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 10 days of signing of the agreement, shall be required to submit Security Deposit of Rs 2,50,000/- in the form of bank guarantee from any Indian scheduled bank in favour of the Tender Inviting Authority valid for 2 years. 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. **OTHER CONDITIONS**

A. **Order**

Order will be placed on the successful Bidder at the discretion of the Tender Inviting Authority.

B. **Delivery Period**

The supply should be completed within the days specified in the tender document, unless otherwise specified in the order.

C. **Delivery Point/Destination**

The items shall be transported at the District Drug Ware Houses as per the list furnished along with the order or according to instructions given separately with reference to the order.

D. 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.

E. Alternative Transportation

If the successful Bidder fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangements for transportation 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.

18. FORCE MAJUERE

The above conditions of delivery period, price reduction 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 transportation may be extended by the purchaser at his discretion for such period as may be considered reasonable.

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.

24. PAYMENT PROVISIONS

Payments towards the supply of items will be made strictly as per rules of the Tender Inviting Authority. Full payment will be released only after completion of supply of entire quantities. On completion of supply of quantities, invoices with challans should be submitted in triplicate, addressed to the Tender Inviting Authority.

- A. 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 C will be applicable.
- B. 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/institution.

25. 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 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. 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 Rural 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 Rural 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.

Annexure I
SCOPE OF WORK

- The transporter is required to transport drugs, medicines, IEC materials from NHM State HQ Store to 27 Nos. of District Drug Warehouses located in 27 districts of Assam.
- Approximate Qnty: 30 - 40 trucks per month.

ANNEXURE II A
UNDERTAKING (by the Bidder)

To

Mission Director,
National Rural Health Mission, Assam

Tender No. _____

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 transport It is certified that rates quoted are lowest quoted for any institution in Assam and not higher than the prevailing market rate.
3. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
4. We hereby undertake to pay the **penalty** as per the terms and conditions of the contract for delayed supply of the ordered items.
5. 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.
6. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
7. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
8. 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 :

ANNEXURE II-B
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.....

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE-III

ANNUAL TURNOVER STATEMENT OF THE BIDDER

The Annual Turnover of M/s _____ for the past three financial 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	-	Rs. _____ Lakhs
Avg.	-	Rs. _____ Lakhs

Date :

Seal :

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

ANNEXURE - IV
Performance Statement (of the Bidder)

Tender No:

Sl.	Name of the product	Year	Value	Name and full address of the purchaser
	1	2	4	5
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

(Please use additional sheets if required)

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE V

UNDERTAKING ON FRAUD & CORRUPTION (for bidder)

We do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for transportation of goods 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– VI
NATIONAL RURAL HEALTH MISSION, ASSAM

AGREED TERMS & CONDITIONS

Tender No. & Date _____

1. Details of Bidder

Bidder Name:

Offer Ref:

Telephone No:

Fax No:

Contact Person:

Signature:

E-mail:

2. Definitions

1. “Purchaser” means the Mission Director, National Rural 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 17 (b) 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 are in Indian Rupees and 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 (Copy of Price list to be enclosed).	NA
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.	a) Confirm that all inspection & testing charges including 3 rd party inspection (if required) included in the price. b) Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the purchaser along with the equipment.	NA
17.	a) Confirm that erection, commissioning, trial run and handing over to the purchaser, after successful commissioning is your responsibility at no extra cost. b) Specify facilities (if any), like water supply/ electric power to be provided by the purchaser for commissioning of the equipment.	NA
18.	Packing / forwarding, transportation, loading/unloading and insurance are your responsibility. However, to protect the equipment from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing & lifting arrangement. PI confirm compliance.	
19.	The material / equipment shall be guaranteed against any and all defects in design, workmanship, material & performance for a period shown in the Technical specification, from the date of commissioning and handing over to the purchaser. Should any defect detected or develop during the guarantee period, it shall be remedied promptly free of cost by the supplier and all expenses including transportation of goods necessitated for such repair and replacement shall be done by the supplier. PI confirm acceptance.	NA
20.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
21.	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.	NA
22.	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.	NA

23.	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.	
24.	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.	
25.	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-VII**CHECK LIST**

Sl.	Cover A	Yes	No
1.	Court Fee Stamp/IPO & Tender Document Fee furnished		
2.	EMD in the form of DD/ Banker's Cheque furnished		
3.	Documentary evidence for the Constitution of the company		
4.	The instruments such as Power of Attorney, Resolution of Board etc.		
5.	Undertaking as per Annexure II A & B		
6	Registration Certificates		
7.	Annual Turnover Statement for 3 years (Annexure – III)		
8.	Performance Statement as per Annexure IV		
9.	Sales Tax Clearance Certificate		
10.	Undertaking on Fraud & Corruption as per Annexure V		
11.	Agreed Terms & Conditions as per Annexure- VI		
Sl	Cover B	Yes	No
1.	Price Bid as per Annexure VII		

ANNEXURE VIII

PRICE BID

TENDER NO.....

SI	Name of the District	Delivery Time (No. of days)	Rate for 1109 type of truck	Rate for 709 type of truck	Rate for 407 type of truck	Rate for 207 type of truck	Total 8= 4+5+6+7
1	2	3	4	5	6	7	8
1	Baska	1					
2	Barpeta	1					
3	Bongaigaon	1					
4	Cachar	3					
5	Chirang	1					
6	Darrang	1					
7	Dhemaji	2					
8	Dhubri	2					
9	Dibrugarh	2					
10	Dima Haso	2					
11	Goalpara	2					
12	Golaghat	2					
13	Hailakandi	3					
14	Jorhat	2					
15	Karbianglong	2					
16	Kamrup (R)	1					
17	Kamrup (M)	1					
18	Karimganj	3					
19	Kokrajhar	1					
20	Lakhimpur	2					
21	Morigaon	1					
22	Nagoan	1					
23	Nalbari	1					
24	Sivsagar	2					
25	Sonitpur	2					
26	Tinsukia	2					
27	Udalguri	1					
GRAND TOTAL (IN Rs)							

Diesel Rates @..... As on date of submitting quotation

Grand Total = Rs.....

Rs (in words).....

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM

ANNEXURE-IX
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 _____