

FOR NATIONAL COMPETITIVE BIDDING

SL. NO.:

Issued To M/s. _____

NOT TRANSFERABLE

NATIONAL RURAL HEALTH MISSION, ASSAM



**TENDER FOR SUPPLY OF DIGITAL THERMOMETER & BABY
WEIGHING SCALE (Spring Type)**

TENDER REFERENCE : NRHM/ Procurement/ ASHA/ TRNG/ 492/11-12/12981

DATE OF COMMENCEMENT OF
SALE OF TENDER DOCUMENT : **1/10/2011**

LAST DATE FOR SALE OF
TENDER DOCUMENT : **21/10/2011**

LAST DATE & TIME OF RECEIPT
OF TENDER : **2.00 PM, 21/10/2011**

TIME AND DATE OF OPENING
OF TENDER : **3.00 PM, 21/10/2011**

PLACE OF OPENING OF TENDER : O/o the Mission Director, NRHM, Assam
Jana Path, Khanapara, Guwahati-22,

ADDRESS FOR COMMUNICATION : O/o the Mission Director, NRHM, Assam
Jana Path, Khanapara, Guwahati-22,

COST OF THE TENDER DOCUMENT : Rs. 500/- (five hundred only)

STATE HEALTH SOCIETY, ASSAM GIWAHATI: ASSAM

NRHM/ Procurement/ASHA/TRNG/ 492/11-12 /12981

TENDER FOR SUPPLY OF

Sealed tenders in 2-bid system affixing Court Fee Stamp of Rs 8.25 only are invited by **State Health Society, Assam, for the supply of Digital Thermometer & Baby weighing Scale (Spring Type)(approx 30000 nos each) on turnkey basis** as per enclosed specification and terms & conditions from reputed and experienced manufactures/ authorized distributors of similar items and shall be received till 21.10.2011 up to 2.00 P.M The tender will be received by Speed Post / Registered Post / Courier Services / in person in sealed cover addressed to **“Mission Director, National Rural Health Mission, State Health Society, Jana Path, H/No. 16, Khanapara, Guwahati-22.”** **Tender received after the date & hours** shall not be entertained. The Mission Director of NRHM, Assam, shall not be responsible for any postal delay. The detailed phone/ fax No. & STD code etc should be given for communication

1. ELIGIBILITY CRITERIA –

- a. Bidder shall be a manufacturer / authorized distributors of similar equipment having requisite experience in supplying the quoted item.
- b. The bidder shall have market standing continuously for the past **3 years** in supplying similar items with customers' satisfaction.
- c. **The Annual Average Turnover for last 3 years shall not be less than Rs 500 Lakhs.**
- e. Supply shall be affected directly by the bidder, in case of manufacturer they may authorize their distributors to supply the items at their quoted price & they shall provide the warranty / guarantee & after sale service as required under the contract.

2. GENERAL CONDITIONS

- a) Tender documents can be obtained from Office of the Mission Director, National Rural Health Mission, Janapath, House No. 16, Khanapara, Guwahati-22, after depositing Non – refundable fee of **Rs. 500/-** (Five Hundred only) in Demand Draft / Bankers Cheque in favour of **State Health Society, Assam**, payable at Guwahati from 1.10.2011 to 21.10.2011. Bidding document may be obtained during office hours on all working days. The bid document may also be downloaded from the official website www.nrhmassam.in from 1.10.2011 up to 2 P.M of 21.10.2011. The bidder who has downloaded the bid document has to pay Rs 500/- (non – refundable) in the form of Demand Draft / Bankers Cheque in favour of **State Health Society, Assam**, to be submitted along with bid.
- b) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the bid document and must be furnished with the bid.
- c) Bids shall be opened in presence of bidders/ representatives who intend to attend, on the specified date and time.

- d) At any time prior to the date of submission of bid, the authority inviting tender may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder in writing, modify the bidding documents by an amendment. All prospective bidders who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid, the authority inviting tender, may at his discretion, extend the date and time for submission of bids.
- e) The bid and all correspondence and documents shall be in the English language.
- f) The tender document is not transferable.
- g) The tender document shall be signed by the bidder in all the pages with official seal.
- h) Interested eligible bidders, if so desire, may obtain further information from the office of the authority inviting tender.

3. TECHNICAL BID “COVER ‘A’”

The bidder shall furnish along with the bid, the following, in a separate cover, hereinafter called **Cover ‘A’**

- a) All bids must be accompanied by **EARNEST MONEY DEPOSIT** 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 amount of EMD shall be Rs. 10.00 Lakhs**. 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 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.
- b) Photocopies of valid manufacturing license for the products offered duly notarized.
- c) Declaration on details of manufacturing unit, nearest after sales service facility, along with non - conviction certificate/ declaration for the past 3 years. (Refer **Annexure I**)
- d) Details of supplies made during the last 3 years with summary of Purchase Orders and performance certificates issued by clients in the specified format (Refer **Annexure II**). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any for the last 3 years with copies of Purchase Order and Performance certificates are to be separately highlighted.
- e) **To confirm that in case the equipment is covered under DGS&D rate contract, whether the rate quoted in this tender is under the valid rate contract. If not, the reason thereof.**
- f) Annual Turn Over Statement for the last 3 financial years i.e. 2008 – 2009, 2009 – 2010 & 2010 -2011 along with statement of concurrent commitment in the specified format (Refer **Annexure III**) certified by the Auditor/ Chartered Accountant.
- g) Current & Valid Sales Tax Clearance Certificate/ VAT Certificate as on 31.03.2010.
- h) Authorization like Power of Attorney or Resolution of the Board for the officer of the company who have signed the tender document and the bid
- i) Undertaking in the form at **Annexure-IV**.
- j) An undertaking on fraud and corruption as per **Annexure-V**.
- k) Catalogue, literature and schematic diagrams (wherever applicable) of all the equipment being offered.
- l) The List of items quoted shall be furnished in **Annexure - VI**. The list shall specifically indicate the make/ model no, manufacturer and brand name (if any) along with technical specifications.

- m) Manufacturer's authorization form(as or when necessary) **Annexure IX**
- n) **For each item quoted one pieces of sample shall be furnished while submitting Bid.**

all the above documents mentioned in Para 3 along with Agreed Terms and Conditions as per Annexure-VII shall be submitted in separate sealed cover super superscripted as "COVER 'A' ", TENDER FOR SUPPLY of Digital Thermometer & Baby weighing Scale (Spring Type) (TENDER NO. NRHM/ Procurement/ ASHA/ TRNG/ 492/11-12) ADDRESSED TO MISSION DIRECTOR, NATIONAL RURAL HEALTH MISSION, STATE HEALTH SOCIETY

1. PRICE BID "COVER 'B'"

- a) Bid shall be typed/written .Correction, if any, in the bid shall invariably be attested with full signature by the bidder with date, failing which the bid shall be considered ineligible for evaluation.
- b) **The bidder shall quote individual rate for Digital Thermometer and Baby weighing Scale(Spring Type)**
- c) **The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, Excise Duty, Freight, Insurance, and warranty for 12 months. VAT/CST should be indicated separately. No Road Permit will be issued by the purchaser.**
- d) Each page of the price bid shall be duly signed by the bidder with official seal.
- e) The bidder shall submit the price bid in a separate sealed cover superscripted as **"COVER 'B' "**, TENDER FOR SUPPLY of **Digital Thermometer & Baby weighing Scale (Spring Type)**(TENDER NO. **NRHM/ Procurement/ASHA/TRNG/492/11-12/**)ADDRESSED TO MISSION DIRECTOR, NATIONAL RURAL HEALTH MISSION, STATE HEALTH SOCIETY, ASSAM, JANA PATH, H. N. – 16, KHANAPARA, GUWAHATI-22.

2. The Cover 'A' and Cover 'B' shall be separately sealed and both these covers shall be put in another sealed cover superscripted as "TENDER FOR SUPPLY OF Digital Thermometer & Baby weighing Scale (Spring Type) FOR STATE HEALTH SOCIETY (TENDER NO. NRHM/ Procurement/ ASHA/TRNG/ 492/11-12/) DUE AT 21.10.2011 up to 2.00 P.M & ADDRESSED TO MISSION DIRECTOR, NATIONAL RURAL HEALTH MISSION, STATE HEALTH SOCIETY, ASSAM, JANA PATH, H. N. – 16, KHANAPARA, GUWAHATI-22.

3. Cover 'A' i.e. Technical Bids shall be opened at the office of the purchaser or at any other place earlier intimated, on the date and time specified in presence of the intending bidders or their authorized representatives.

4. Cover "A" shall be opened first when bidder or his authorized person may remain present if interested. The qualified bidder after evaluation of the technical bid (Cover A) will be intimated about the date and place of opening of the price bid (Cover B) where bidder or his representative may remain present.

5. TENDER EVALUATION

Tenders will be evaluated with reference to various criteria and one of such criteria is that the rate per unit (landed price per unit including 12 months warranty) for determining the L1 rate (Lowest rate). (Annex-IX) Conditional discounts shall not be taken into account for price comparison. However same shall be considered in case of placing order if the bidder happens to be L1.

6. VALIDITY OF BIDS

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 bid Validity period. A bidder may refuse extension request without forfeiting the bid Security.

7. VALIDITY OF TENDER

The validity of tender of the successful bidder shall be at least 1 year from the date of finalization of the order and the successful bidder(s) are bound to supply the items at agreed rates during this period. This validity period may be further extended with mutual consent.

8. REASONABILITY OF RATES/ FIRM PRICE

- a) The bidder shall certify that the rates quoted are lower than MRP of the item. If the bidder is stockiest / distributor/ dealer, he shall confirm that the price quoted are based on manufacturer's list price with appropriate discount & shall enclose manufacturer's price list or priced quotation in support of his claim.
- b) During the period of the contract, if the price of any tendered 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 purchaser and shall charge the reduced rates. The purchaser 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 of rates.
- c) Subject to the condition stipulated above, the prices shall remain **firm** for the validity period of tender and on no account any increase in price shall be entertained till completion of the tender period.
- d) No bidder will be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation/ typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

9. STATUTORTAXES/DUTIES

In case of any enhancement of Taxes and/ or duties or levy of fresh Taxes/ duties due to Statutory Act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item.

However, the same shall not be borne by the purchaser in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract.

Further, in case a successful bidder has been enjoying Excise Duty exemption on any criteria like turnover etc. and at a later date, during currency of the contract, even if Excise Duty becomes chargeable on goods manufactured, the same shall be to the supplier's account and shall not be borne by the purchaser.

10. PERFORMANCE SECURITY DEPOSIT:

The successful bidder, within 15 days of receipt of Purchase Order, shall be required to submit Performance Security Deposit of 10% of the order value in the form of Performance Bank Guarantee from any Indian Nationalized Bank in favor of the purchaser, valid for a period of 1 year from the date of order. The Bank Guarantee shall be returned on completion of the Warranty period of the goods supplied/commissioned. However, if the supplier fails to execute the order or fails to perform the services as per contract, in addition to other penal actions, the Bank Guarantee shall be encashed & the amount forfeited.

11. AGREEMENT

The successful bidder shall execute an agreement on non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the bidder) as per performa in **Annexure VIII** within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

12. 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 what so ever.

13. COMMUNICATION

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

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.

15. DELIVERY CONDITION

- a) The Digital Thermometer & Baby weighing Scale (Spring Type) shall be delivered at Office of the Mission Director, Khanapara, Guwahati, Assam. The supply of items shall be completed **within the period mentioned in the Purchase Order.**

16. PAYMENT TERMS

- a) No advance payment shall be made. **90% payment for the supplied items shall be made after receipts of the fully functional items and completion of all codal formalities subject to submission of Bank Guarantee for performance securities as per clause no 10, relevant documents, test certificates, warranty certificates etc.**
- b) **Rest 10 % shall be released after 3months of completion of total supply.**

PENALTY FOR DELAY IN DELIVERY

- a) **In case there is delay in delivery beyond the stipulated period as mentioned in delivery clause, 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.**
- b) **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 EMD and Bank Guarantee for Performance Security and other penal provisions.**

17. FORCE MAJUERE

The above condition of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

18. FRAUD & CORRUPTION:

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices -

- a) "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
- b) "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.
- c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- d) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then (a) the bid shall be rejected and (b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

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

19. LOCAL CONDITIONS

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

20. WAIVAL / ALTERATION ETC

Bidders request for waiver, alteration etc. in respect of bid document fee, EMD, performance security etc. shall not be entertained and hence no formal reply shall be given for such requests.

The priced bids shall not be opened of those bidders who have not complied with the provisions of the Bid Document Fee and / or EMD clause of the Tender Document.

21. ADJUDICATION/REVIEW BOARD

Any dispute arising out of or during execution of the contract shall be settled with mutual agreement through an Adjudication/Review Board appointed by the appropriate authority of the purchasing organization, having officers belonging to other departments not related to the purchasing department.

22. 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.

23. 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 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 Civil Court within the city of Guwahati only.

TECHNICAL SPECIFICATIONS

SN	Digital Thermo Meter (Quantity 30000 approx)
1	Thermometer should be fixed tip
2	Digital with beeper alarm
3	Range : 90.0°F
4	Accurate : $\pm 0.2^{\circ}\text{F}$ between 93.2°F or over 107.6°F, $\pm 0.4^{\circ}\text{F}$ 93.2°F or over 107.6°F, at standard room temperature 71.6°F
5	Display : Liquid crystal display, 3 1/2 digits
6	Battery: one, 1.55V button size battery
7	Battery life : More than 200-250 hrs
8	Power Consumption: 0.15 miliwatts in measurement mode
9	Beeper alarm: approx 10 seconds sound signal when peak temperature reached
10	Weight: Approx: 10 grams including battery
11	Warranty : 12 months
12	Manufacturing Company should be ISO Certified
SN	Baby weighing Scale(Spring Type) (Quantity 30000 Approx)
1	Body: ABS Plastic
2	Reading scale on both side (Colour Coded)
3	Overload protection
4	Capacity : 5 kg x 100 Gms
5	Warranty: 12 months
6	Minimum graduation 50gms
7	Easy to read
8	Sling bag must be supplied with scale, for weighing the baby
9	Inbuilt overload protection
10	Manufacturing Company should be ISO Certified
Note: All Relevant documents/Certificates applicable must be submitted along with tender document. Tender without relevant certificate will not be Entertained	

DECLARATION
On
Manufacturing facilities / After Sales Service

Tender enquiry No. _____

For supply of _____

1. Name of the bidder :
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

**PROFORMA FOR PERFORMANCE STATEMENT
(FOR A PERIOD OF LAST 3 YEARS)**

Name of firm _____

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

Signature and seal of the Bidder _____

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s _____ for the past three years and concurrent commitment for the current financial year are given below and certified that the statement is true and correct.

Sl.No.	Year	Turnover_in Lakhs (Rs)
1.	2008-09	-
2.	2009-10	-
3.	2010-11	-

Total - Rs. _____ Lakhs.

Average turnover per annum - Rs. _____ Lakhs.

Concurrent Commitment

Sl. No.	Contract Ref.	Purchaser	Total Contract Value	outstanding Value	Estimated Delay in completion date

Date :

Seal :

Signature of Auditor/
Chartered Accountant
(Name in Capital)

UNDERTAKING

To

Tender enquiry 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 one year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office ofto 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 MRP/ prevailing market rate.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of (Hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us..
 - a) Authorization from Equipment Manufacturer: We shall furnish authorization from the manufacturer legally enforceable undertaking to the Purchaser in appropriate format assuring full guarantee/ warranty obligations valid for a period of 3 years from the date of supply of the supplied equipment.

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 codal 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

SEAL :

UNDERTAKING ON FRAUD AND CORRUPTION

We M/s Do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of under tender reference no. Dt We shall strictly observe the laws against fraud and corruption in force in the country.

Sd/-

Signature of proprietor/Partner/Director
Designation:

Seal:

ANNEXURE-VI

FOR COVER 'A' –UNPRICED BID

Tender No._____

A. List of Equipments / Items

Schedule No.	Sr. No.	Description	Qty	Price Quoted / Not Quoted	Technical Specification attached / Not attached
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NAME OF THE PURCHASER**AGREED TERMS & CONDITIONS**

Tender No. & Date _____

A. Details of Bidder

Bidder

Offer Ref

Telephone No.

Fax No.

Contact Person:

Signature:

E-mail:

B. Definitions

1. "Purchaser" means or his authorized representative.
2. "Bidder" or 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 bid, Bid '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 annexures 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 equipment catalogue and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/	

	documents furnished.	
6.	Confirm that Earnest Money Deposited (EMD) as per bid document, for each schedule quoted, enclosed.	
	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 prices are including packing & forwarding all duties and taxes viz. Excise Duty, Sales Tax/VAT, freight, insurance.	
3.	Confirm furnishing of detail price break-up of each item showing all components of cost separately with basic price of equipment and other costs 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 ED changeable, this shall be loaded to your price.	
7.	Confirm that in case of delay on you account any new or additional duties and taxes imposed after the contractual delivery date shall be to you account. 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 of value.	
9.	Indicate Firm Delivery Period, which shall be counted from the date of placement of order.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	Force Majuere-Delivery period, price reduction termination etc are subject Force Majuere Condition as stipulated in the bid document.	

12.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
18.	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 appropriated discount (Copy of Price list to be enclosed).	
16.	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. Pl confirms compliance.	
17.	The material / equipment shall be guaranteed against any and all defects in design, workmanship, material & performance for a period of 3 years from the date of supply to the purchaser. 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. Pl confirm acceptance.	
18.	Confirm that Performance Bank Guarantee shall be furnished for 10% of the total order value valid till guarantee period of the goods.	
20.	Confirm acceptance of Part order.	
21.	Confirm acceptance of Repeat order within 18months from the date of basic order at same price and terms & conditions.	
22.	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.	
23.	It is noted that the purchaser would disown any responsibility / liability toward irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	

24.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Condition indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
25.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, during execution of the order, without resorting to any fraud, corruption and/or coercion.	
26.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

Signature :

Seal :

ANNEXURE-VIII

FORM OF CONTRACT AGREEMENT

This Deed of Agreement is made on this day of..... 2011 at the National Rural Health Mission, Jana Path, House No. 16, Khanapara-22 between the Office of the Mission Director, National Rural Health Mission, Jana Path, House No. 16, Khanapara-22 herein after called the ‘Purchaser’ First Party and the authorized representative of the firm and signatories of this Agreement hereinafter called “..... the ‘Supplier’ on the Second Part

AND

Where the aforesaid ‘Purchaser’ has agreed to place order for supply of Digital Thermometer & Baby weighing Scale (Fspring type) described in detail as the specifications of the equipment of vide order no. Dt..... This order with detailed specification of the Digital Thermometer and Baby weighing Scale (Spring Type) shall be treated as part of this agreement.

AND

Whereas the ‘Supplier’ the second party has agreed to supply the aforesaid itemse to the ‘Purchaser’ under the terms and conditions as specified in the purchase order.

AND

Whereas in order to avoid all future disputes and misunderstanding, it has been deemed expedient by the parties hereto to put into writing the terms of this Agreement.

Now, therefore this agreement witness as under ----

1. That the 'Supplier' shall furnished Bank Guarantee/ Call Deposit @10% (ten percent) on the basic value of the order as 'Security Deposit' in favour of the Mission Director, NRHM along with the letter of Indent (LOI) and shall remain valid for the entire warranty period from the date of supply and it will be released after completion of the same.
 - a) The performance security deposit shall be forfeited in case of infringement of any terms & conditions of contract or in case of failure to complete the job/supply within stipulated time schedule agreed in the contract.
2. 90% payment will be made on supply the items and rest 10% after completion of 3 months of supply subject to submission of security deposit in form of Bank Guarantee of 10% of total purchase value from any Nationalized Bank .
3. The Supplier shall give 'Warranty' for a period of three years from the date of supply.
4. That, any disputes arising out of the fulfillment of the terms and conditions incorporated in this Agreement for supply, installation commissioning and maintenance of the machine shall be subjected to the jurisdiction of the Gauhati High Court in Guwahati, Assam only and not to any other Court.
5. That, this Agreement is signed on this Day of by the parties swearing in the name of Justice and Faithfulness.

FIRST PARTY

SECOND PARTY

ANNEXURE - IX

MANUFACTURER'S AUTHORIZATION FORM

N0. _____ **DATED** _____

To,

Dear Dir,

Bid Ref. No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ registered office at _____

Possessing manufacturing License No. _____ dated _____

Valid up to _____ hereby _____ (name and address of representative), to submit a bid and subsequently negotiate and sign the contract with you against the above mentioned tender for the following items quoted.

- 1.
- 2.
- 3.

(Attach Separate sheet if necessary)

ANNEXURE-X

FOR COVER 'B' – PRICED BID

Tender No._____

A. List of Equipments/ Items

SCHEDULE OF RATES

Schedule No.	Sr. No.	Description	Unit cost	Total quantity	Total landed Cost	VAT/CST

