

Tender for Maintenance Contract of Mobile Medical Unit Equipments, NRHM Assam



Office of the Mission Director  
National Rural Health Mission  
House no 16, Janapath, Khanapara, Guwahati-22

**TENDER DOCUMENT**

**Tender for Maintenance of Mobile Medical Unit equipments**

**Equipments**

**Sl. No:**

**NOT TRANSFERABLE**

**Tender reference: NRHM/MMU/Maintenance/493/2011 -12/26188, dated: 9/1/2012**

Tender for Maintenance Contract of Mobile Medical Unit Equipments, NRHM Assam



**Office of the Mission Director  
National Rural Health Mission  
House no 16, Janapath, Khanapara, Guwahati-22**

Tender for Maintenance Contract of Mobile Medical Unit Equipments

Bidding document issued to M/s \_\_\_\_\_ on dated \_\_\_\_\_  
against the receipt of Rs.500.00 (Rupees Five Hundred Only) in the form of Bank Draft/  
Banker's Cheque, No: \_\_\_\_\_/Dated \_\_\_\_\_.

**Mission Director  
NRHM Assam  
Khanapara, Guwahati**

## Tender for Maintenance Contract of Mobile Medical Unit Equipments, NRHM Assam

### Tender for Annual Maintenance Contract of Mobile Medical Unit Equipments

Sealed tenders in two bid system affixing Court Fee Stamp of Rs. 8.25 only are invited from reputed organizations having experience of similar nature, for **Maintenance of Mobile Medical Unit equipments** as per **annexure1** for a period of one year.

#### **Eligibility criteria**

1. The bidder must have experience of maintenance of medical equipments and should have good market standing continuously for the past three years in terms of service delivery and customer satisfaction.
2. The bidder must have at least three Workshops/Service Centers, one each located in any of the districts of Upper Assam Division, Lower Assam Division and Hills & Barak Valley district.
3. The average annual turnover of the bidder during the last three years shall not be less than 50.00 Lakhs (Fifty Lakhs)
4. Maintenance contract shall be awarded to the bidder and not to any of its subsidiaries.

#### **General conditionsF**

- 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) by way of Demand Draft / Bankers Cheque in favour of **State Health Society, Assam**, payable at Guwahati from **10/1 /2012 to 30/1/2012 up to 2.00PM** .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](http://www.nrhmassam.in) from **10/1/2012 to 30/1/2012 up to 2.00 PM**. 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) The bidder shall have to keep all the equipments of Mobile Medical Unit (MMU) as given at **annexure 1**, in good working condition by proper maintenance & servicing at regular intervals. They shall make at least 4 preventive maintenance visits in a year on quarterly basis and submit the report accordingly.
- c) In addition to above the Bidder has to attend to breakdown calls as and when necessary, to make the equipment operational within 48 hours
- d) In case any part or accessories is required to be replaced, the bidder shall replace the same with genuine part or accessories sourced from original equipment manufacturer or from any other reliable source with good credentials in terms of manufacturing practice and quality standards. Product from such source must match the quality of OEM.

## Tender for Maintenance Contract of Mobile Medical Unit Equipments, NRHM Assam

- e) Bidder shall also do minor work related to MMU electric wiring, light etc. as per the preventive maintenance schedule.
- f) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the bid document.
- g) Bids shall be opened in the presence of bidders/ representatives who intend to attend on the specified date and time.
- h) At any time prior to the last date of submission of bid, the authority inviting tender may, for any reason, whether at his own initiative 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 such case, the authority inviting tender, may at his discretion, extend the date and time for submission of bids.
- i) The bid and all its correspondence and documents shall be in the English language.
- j) The tender document is not transferable.
- k) The tender document shall be signed by the bidder in all the pages with official seal.
- l) Interested eligible bidders, if they so desire, may obtain further information from the office of the authority inviting tender.
- m) The Bidder shall provide standby machine/equipments against defective equipment/machine if repairing is not possible within 48 hours. Bidder will have to show the stand - by equipments at their disposal, except X- Ray machine at the time of evaluation of technical bid.
- n) Bidder shall submit details of the service team to be engaged. Minimum six technicians should be in the service team with minimum experience not less than 3 years in similar works.
- o) Pre Bid Meeting will be held on 20/1/2012 in the office of the Mission Director, NRHM. Prospective bidder or their representative may attend the same.

### **Technical bid (cover A)**

1. The bidder shall furnish following along with the bid, in a separate cover, hereinafter called **Cover 'A'** :
  - a. **Earnest Money Deposit (EMD)** of Rupees **Fifty Thousand only** in the form of Demand Draft/Bankers Cheque from any Nationalized Bank, in favour of State Health Society Assam, payable at SBI, Dispur Branch. EMD submitted in any other form or bids without EMD shall not be accepted. 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 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

Tender for Maintenance Contract of Mobile Medical Unit Equipments, NRHM Assam

- b. Duly attested photocopies of valid license for the services offered
- c. Declaration on details of registered office, service centres, workshops. (Refer **Annexure - 2**)
- d. Details of similar works performed during the last 3 years with summary of service Orders (**Refer Annexure 3**). Performance Certificate for work /service performed for Govt. Institutions /WHO/UNICEF etc. or if any for the last 3 years are to be separately highlighted.
- e. Annual Turn Over Statement for the last 3 financial years i.e. 2008 – 2009, 2009 – 2010, 2010-11. (Refer **Annexure 4**) certified by the Auditor/ Chartered Accountant.
- f. Current & valid Sales Tax Clearance Certificate/ VAT Certificate as on 31.03.2011
- g. 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
- h. Declaration in the form (Refer **Annexure 5**) confirming acceptance of all terms and conditions
- i. Undertaking in the form (Refer **Annexure 6**)
- j. An undertaking on fraud and corruption (Refer **Annexure 7**)
- k. GRN/TIN and PAN details
- l. Up to date dealer/ distributor certificate as relevant
- m. Details in case the tenderer has ever been black listed by any govt. agency.
- n. Details of any case pending in the court related to any supplies or services.
- o. Detailed plan of operation for maintenance of 27 MMU equipments
- p. Detail of Technical team along with work experience certificate.

All the above documents mentioned under Para 1 i.e. 'Cover A', to be submitted in a sealed envelope superscribed as '**Tender for AMC of MMU equipments, Cover "A"** and mentioning name and address of the bidder.

**Price bid (cover B)**

1. Bid shall be type – written and correction, if any, shall invariably be attested with full signature by the bidder with date, failing which the bid shall be considered ineligible for evaluation. Corrections done with correction fluid shall also be duly attested.
2. The price for maintenance of MMU equipments should be included of inspection, servicing & accessories (Refer **Annexure 8**)

Tender for Maintenance Contract of Mobile Medical Unit Equipments, NRHM Assam

3. Each page of the price bid shall be duly signed by the bidder with official seal.
4. All the above documents mentioned under Para 2 i.e. 'Cover B', to be submitted in a sealed envelope superscribed as 'Tender for Maintenance of Equipments of Mobile Medical Unit (MMU), Cover "B" and mentioning name and address of the bidder.

The Cover 'A' and Cover 'B' shall be separately sealed and both these covers shall be put in another sealed cover superscribed as "Tender for AMC of MMU equipments" (Tender NO: NRHM/MMU/Maintenance/493/2011 -12/26188) along with name and address of the bidder and shall be submitted to office of The Mission Director, National Rural Health Mission, Jana Path, House No. 16, Khanapara, Guwahati-22, on or before **30/1/2012 up to 2.00 PM.**

**Opening of tender**

1. Cover 'A' i.e. Technical Bids shall be opened on **30/1/2012 at 3.00 PM**, at office of the *office of The Mission Director, National Rural Health Mission, Jana Path, House No. 16, Khanapara, Guwahati-22*, on the date and time specified in presence of the intending bidders or their authorized representatives
2. Cover 'B' i.e. the Price Bids of the bidders who meet the eligibility criteria, evaluated based on the details furnished in Cover 'A' shall only be opened and the date and time of opening of Cover 'B' shall be intimated to the eligible/ short listed bidders.

**Bid evaluation**

Tenders will be evaluated with reference to various criteria mentioned in the technical bid and amongst those qualifying the technical bid, evaluation will be done as per the rate quoted for annual Maintenance for 27 districts MMU.

**Reasonability of rates/ firm prices**

1. 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.

## Tender for Maintenance Contract of Mobile Medical Unit Equipments, NRHM Assam

2. 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.
3. No bidder will be allowed at any time on any ground whatsoever, to claim revision 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.

### **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) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

### **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.

### **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.

### **Annulment of award, forfeiture of security deposit & fresh award**

Failure of the successful bidder to comply with the requirements of signing of contract 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.

### **Inspection & quality assurance**

1. The tender inviting authority or his authorized representative(s) have the right to inspect the facilities of those companies who have quoted for this tender, before accepting their rates or before awarding the contract, or at any point of time during the continuance of the tender and has also the right to reject the tender or not to reorder based on facts brought out during such inspections.
2. During the process of maintenance of MMUs, stage wise as well as random inspections may be carried out by authorized technical personnel to ensure compliance to specification/quality. However, such inspection shall not absolve the firm from its responsibility of strictly adhering to the specifications & other conditions spelt out in the tender.

## Tender for Maintenance Contract of Mobile Medical Unit Equipments, NRHM Assam

### **Payment terms**

No advance payment shall be made. 100% payment will be made on quarterly basis (25% of the total order value each quarter) on submission of quarterly report along with relevant documents, test certificates etc.

### **Penalty for Delay In Delivery**

- a) In case any equipment remains non functional for more than 72 hours from date of breakdown call and stand by equipment has also not been placed in the MMU by the contractor as mentioned in clause “m” of the general condition, then penalty @.5% of one fourth of the order value per week or part thereof will be deducted up to the time, the equipment is made functional subject to a maximum of 10% of one fourth of the 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 Bank Guarantee for Performance Security and other penal provisions.

### **Force majeure**

The above condition of 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. However, the condition shall not include scarcity of raw materials, power cut, labour dispute and increase in cost of raw material.

### **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.

## Tender for Maintenance Contract of Mobile Medical Unit Equipments, NRHM Assam

- 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.

### **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 the bid.

### **Waival / alteration etc**

Bidders request for waival, 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 Technical Bid bids shall not be considered for evaluation, of those bidders who have not complied with the provisions of the Bid Document Fee, Court fee and EMD clause of the Tender Document.

### **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 tendering organization, having officers belonging to other departments not related to the pertaining department.

### **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.

### **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 Civil Court within the city of Guwahati only.

Tender for Maintenance Contract of Mobile Medical Unit Equipments, NRHM Assam

**Performance Security Deposit:**

The successful bidder, within 15 days of receipt of 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 Mission Director, National Rural Health Mission, Assam, valid for a period of 1 year from the date of order. The Bank Guarantee shall be returned on completion of the contract period. However, if the supplier/service provider fails to perform the services as per contract, in addition to other penal actions, the Bank Guarantee shall be encashed & the amount shall be forfeited.

**Annexure - 1****Details of MMU Equipments****Major Equipments of MMUs**

<b>MMU 1</b>		
<b>Sl. No</b>	<b>Item description</b>	<b>Quantity</b>
1	Binocular Microscope	1
2	Semi Auto Anaylizer	1
3	Auto Clave	1
4	Suction Machine	1
5	Centrifuge	1
6	Generator (3KV)	1
7	AC Machine (1 .5 T)	1
8	Electrical items including lights, fans	1 set
9	Voltage stabilizer	1
<b>MMU 2</b>		
10	Portable X - Ray	1
11	Ultrasound Machine	1
12	ECG Machine	1
13	Colour TV	1
14	DVD	1
15	Generator Set (5 KV)	1
16	AC Machine (1 .5 T)	1
17	Electrical items including lights, fans	1 set
18	Voltage stabilizer	1

**Declaration of service**

**Declaration on services/ facilities of the interested firm:**

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 activities related to bid and maintenance contract & item wise capacity:
10. Detail of registered offices, service centres, workshops with technical competencies

Name of the Agency:

Full Postal Address:

Phone / Fax / E-mail

SN	Name of workshop/service Centre with address	Name of the Technical experts	Designation	age	Qualification	Work Experience in similar work
1						
2						
3						

\*All the testimonials of the technical experts must be submitted along with the Bid

Signature & Official Seal of bidder

**Proforma for Performance Statement**

**(For a period of last 3 years)**

Name of Bidder \_\_\_\_\_

Sl.	Name of the Work/service	Year	Duration of work.	Value.	Name and full address of the purchaser
1.					
2.					
3.					

Signature & Official Seal of bidder

**Annexure - 4**

**Annual Turnover 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.

<i>Sl.No.</i>	<i>Year</i>	<i>Turnover in Lakhs (Rs)</i>
1.	2008-09	-
2.	2009-10	-
3.	2010-11	-

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Total - Rs. \_\_\_\_\_ Lakhs.

Average turnover per annum - Rs. \_\_\_\_\_ Lakhs.

Date and seal:

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

**Deceleration**

**Tender reference No:** \_\_\_\_\_

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

I, \_\_\_\_\_ Prop./partner/Director of M/s  
\_\_\_\_\_ hereby declare that the  
information given in this form is true and correct to the best of my knowledge & belief.

I/we agree to the tender Inviting Authority forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a period of 5 years, if any information furnished by us proved to be false at the time of inspection and non – compliance with terms and conditions of the contract

I offer to provide the services mentioned in the schedule (enclosed in price bid) at the rates quoted therein. I agree to hold this offer for one year after finalization of contract.

Tender for Maintenance Contract of Mobile Medical Unit Equipments, NRHM Assam

Dated:

Signature\_\_\_\_\_

Name of tenderer\_\_\_\_\_

Address\_\_\_\_\_

Signature & Official Seal

**Undertaking**

To

The Mission Director, NRHM Assam

Tender reference 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 one year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office of Mission Director, NRHM Assam to provide the service of maintenance of ..... (*MMU Equipments*). It is certified that rates quoted are not higher than prevailing in the market.
3. The service shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of the Mission Director as regards to the quality and specification of article shall be final and binding on me/us.
4. We undertake and confirm that:
  - a) Response Time for Breakdown Calls: Maintenance personnel shall attend to the breakdown within 48 hrs of reporting the fault
  - b) Preventive Maintenance: During the period and AMC, in addition to attending break down calls, there shall be regular preventive maintenance quarterly
  - c) We will provide the spares as and when necessary.
  - d) We will provide standby machine/equipments against defective equipment/machine, if repairing is not possible within 48 hours.
5. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT shall be forfeited.
6. We agree to accept the amount of the bill to be paid by the Tender inviting agency 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 provide the service during the validity of the tender as per direction given in 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.

Tender for Maintenance Contract of Mobile Medical Unit Equipments, NRHM Assam

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 providing AMC for MMU Equipments 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:

**For cover 'B'- Price Bid**

Tender No:

Name & Address of the Bidder:

SN	Annual Maintenance Cost (AMC) for both MMU 1 & MMU 2 Equipments for 1 year for 27 districts. (including inspection ,servicing & spares)	Service Tax/VAT
Rs.		

Signature & Official Seal of bidder