

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT



OFFICE OF THE MISSION DIRECTOR
National Rural Health Mission, Assam
Jana Path, House No. 16, Opp. Kendriya Vidyalaya, Khanapara, Guwahati-781022

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TENDER NOTICE FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

Tender Reference No	:	NRHM/PROC/JSSK/599/2011-12/25138
Date of commencement of Sale of Tender Documents	:	29-12-2011
Last Date of Sale of Tender Document	:	09-01-2012
Last Date and Time of receipt of Tender	:	10-01-2012 till 2 pm
Date and Time of opening Tender	:	10-01-2012 at 3 pm
Place of opening Tender.	:	Office of the Mission Director, National Rural Health Mission, Jana Path, House No. 16, Opp. Kendriya Vidyalaya, Khanapara, Guwahati-781022, Assam.
Address for Communication	:	Mission Director, National Rural Health Mission, Jana Path, House No. 16, Opp. Kendriya Vidyalaya, Khanapara, Guwahati-781022, Assam.
Cost of Tender Documents in Demand Draft	:	Rs. 500/- (Rupees Five Hundred) only in the form of Demand Draft in favour of State Health Society, Assam

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**OFFICE OF THE MISSION DIRECTOR
National Rural Health Mission, Assam
Jana Path, House No.16, Opposite Kendriya Vidyalaya, Khanapara, Guwahati-781022**

TENDER NOTICE FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

Sealed tenders in **TWO BID SYSTEM** affixing Court Fee Stamp of Rs 8.25 only are invited by State Health Society, Assam, for the supply of NUTRITIONAL SUPPLEMENT as per enclosed Technical Specifications and terms & conditions described hereunder, from reputed and experienced manufactures/authorized distributors of similar items and shall be received till 10-01-2011 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 (NRHM), State Health Society, Jana Path, House No. 16, Khanapara, Guwahati-781022, Assam.”** **Tender received after the closing date & time shall not be entertained.** The Mission Director NRHM Assam shall not be responsible for any postal delay.

1. LAST DATE FOR RECEIPT OF TENDERS.

Sealed Tenders in two separate covers {Technical Bid (Cover “A”) and Price Bid (Cover “B”)} will be received till **10/01/12** up to **2 PM** by the Mission Director, National Rural Health Mission, Assam, Jana Path, House No. 16, Khanapara, Guwahati-781022.

2. ELIGIBILITY CRITERIA

- A. Bidder shall be either a manufacturer or distributor/supplier/agent having experience of supplying similar products to Government Institutions/Reputed Hospitals/PSUs or in bulk to the public through organized retail network.
- B. Average Annual turnover of the bidder in the last three financial year’s i.e. 2008-09, 2009-10, 2010-11 shall not be less than Rs. 4.0 Crores.
- C. If the bidder is not a manufacturer, he/she will have to procure the nutritional supplement only from manufacturers who have average annual turnover not less than Rs 15 Crores during the last three financial years.
- D. Bidder should have at least 3 (Three) years Market Standing as a supplier of nutritional supplements.

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- E. Manufacturer of the product should have Good Manufacturing Practice (GMP) Certification.
- F. Manufacturer of the product should have food quality assurance system and food management system such as HACCP/ ISO 9001/ISO 22000
- G. Bidder should have experience & knowledge of modes of packing, distribution & transportation of such items under any weather conditions.
- H. Company/Manufacturer/Firm which has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization should not participate in the tender during the period of blacklisting.

3. **GENERAL CONDITIONS.**

- a) A complete set of tender/bid document may be purchased by any interested eligible person or firm on application in writing and upon payment of a non refundable fee of Rs 500.00 only in the form of Demand Draft drawn in favour of State Health Society, Assam.
- b) Tender/bid document may be obtained from the office of the Tender Inviting Authority on working days during office hours. The bid document may also be downloaded from the official website- www.nrhmassam.in .The bidder who has downloaded the bid document from the website has to pay Rs 500/-(non – refundable) in the form of Demand Draft in favour of State Health Society, Assam while submitting the bid. Such Tender document without Rs 500/- will not be accepted.
- c) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the relevant clause of the bid document.
- d) Bids will be opened in the presence of bidders or their authorized representatives on the specified date and time as stipulated in the bid document.
- e) At any time prior to the date of submission of bid, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment. All prospective bidders who have received the bid document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, the Tender Inviting Authority may at his discretion, extend the date and time for submission of bids.
- f) Interested eligible bidders, if they so desire, may obtain further information from the office of the Tender Inviting Authority.

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4. TECHNICAL BID- COVER "A"

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

a) Earnest Money Deposit :

- Earnest Money Deposit of **Rs 08.00 Lakhs (Rupees Eight Lakhs)** only in the form of Demand Draft/Banker's Cheque in favour of State Health Society, Assam. Earnest Money Deposit in the form of Cheque / Cash / Postal order 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 him.]

b) Sample :

Bids must be accompanied by a **Sample of** NUTRITIONAL SUPPLEMENT containing all the ingredients and packing as mentioned in the Technical Specifications. The sample submitted must bear the Tender Reference No., Name of the Bidder and the inscription "Sample of NUTRITIONAL SUPPLEMENT". No subsequent replacement, after submission of sample, will be allowed.

c) Constitution of Company (of Bidder)

Documentary evidence of the constitution of the company /firm such as Memorandum of Articles of Association, Partnership Deed etc. with details like Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.

d) Manufacturing/Packaging License (of Manufacturer)

Attested photocopy of valid Manufacturing/Packaging License duly approved by the Licensing authority for the products quoted.

e) Good Manufacturing Practice Certificate(of Manufacturer)

Good Manufacturing Practice (GMP) Certificate to be provided along with the bid document.

f) Quality Assurance Certificate(of Manufacturer)

Manufacturer of the product should have food quality assurance system and food management system such as HACCP/ ISO 9001/ISO 22000

g) Power Of Attorney to sign (of Bidder)

Instruments such as power of attorney, resolution of board etc., authorizing an officer of the bidding firm to be enclosed with the bid and such authorized officer should sign the bid documents.

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h) Authorization (of Bidder)

Authorization letter nominating a responsible person of the bidding firm to transact business with the Tender Inviting Authority

i) Manufacturer's Authorization

Authorization from Manufacturer to the bidder as per Annexure X

j) Market Standing (of Manufacturer & Bidder)

Record of manufacturing activity to establish 3 years market standing in the format at **Annexure-I**

*** It is to be noted that such statement of both the bidder and the manufacturer (in case the bidder is not a manufacturer) must be submitted.**

k) Annual Turnover

Annual turnover statement for 3 years i.e., 2008-2009 , 2009-10 and 2010-11 along with concurrent commitment for the current financial year in the format given in **Annexure-II A and Annexure II B** certified by the Auditor. **It is to be noted that such statement of both the bidder and the manufacturer (in case the bidder is not a manufacturer) must be submitted.**

l) Execution of similar contracts (of Manufacturer & Bidder)

List of similar contracts executed during the last 3 years.

m) Balance Sheet and Profit & Loss Account (of Bidder)

Copies of Balance Sheet and Profit and Loss Account/Audited Balance Sheet for last three years i.e. 2008-2009, 2009-10, 2010-11 duly certified by the Auditor/Chartered Accountant

n) Sales Tax clearance certificate (of Bidder)

Sales Tax Clearance certificate, as on 31st March of last financial year (as per format at **Annexure-III and Enclosure to Annexure-III**)

o) Undertaking of providing logo (of Bidder)

Undertaking (as in the proforma given in **Annexure-IV**) for embossment of NRHM logo and the inscription "**NRHM ASSAM SUPPLY, NOT FOR SALE**" on the container/bottle/packet as the case may be.

p) Details of manufacturing unit (of Manufacturer)

Details of Manufacturing Unit in the format at **Annexure-V**. The details containing the name & address of the premises where the items are actually manufactured.

q) Certification of quality and nutritional Composition (of Manufacturer)

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Bidder shall have to provide certificate from competent authority under the current Food safety Laws about the quality of the product and its nutritional composition offered.

r) Undertaking on fraud & corruption

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

*** It is to be noted that such statement of both the bidder and the manufacturer (in case the bidder is not a manufacturer) must be submitted.**

s) Signature and Seal on Each Page

The tender/bid document should be signed by the bidder in all pages with office seal and submitted with the bid.

t) Checklist of documents

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

The bidder shall put above documents in a sealed cover superscribed as "TECHNICAL BID - COVER "A" TENDER FOR THE SUPPLY OF NUTRITIONAL SUPPLEMENT, DUE ON 17-01-2012 and addressed to the Mission Director, National Rural Health Mission, Jana Path, House No 16, Khanapara, Guwahati-781022

5. PRICE BID - COVER "B"

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

(i) Signature and Seal on each page

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

(ii) Signature on corrections

Bid should be typewritten neatly 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.

(iii) Rates quoted

The bidder shall submit the Price Bid (Cover – B) in the format at **Annexure-VII**. The rates quoted shall be inclusive of excise duty, packaging & forwarding charge, freight, transit insurance and any other charges. The amount of Tax/CST/VAT included in the rate quoted per unit should be indicated separately. No Road Permit will be issued by the Purchaser.

The bidder shall put the duly signed Annexure-VII in a sealed cover Superscribed as "PRICE BID COVER "B" TENDER FOR THE SUPPLY OF NUTRITIONAL SUPPLEMENT, DUE ON 05-01-2012 and addressed to the Mission Director, National Rural Health Mission, Jana Path, House No 16, Khanapara,

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Guwahati-781022

6. COVER FOR TECHNICAL BID & PRICE BID

The two separately sealed covers {Technical Bid (Cover "A") and Price Bid (Cover "B")} shall be placed together inside another cover which shall be sealed and Superscribed as "TENDER FOR THE SUPPLY OF NUTRITIONAL SUPPLEMENT, DUE ON 10-01-2012 and addressed to the Mission Director, National Rural Health Mission, Janapath, House No. 16, Khanapara, Guwahati-781022.

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

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

8. VALIDITY OF BID:

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

9. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:

The validity of offer of the successful bidder shall be at least 2 years from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rates and terms during this period. This validity period may be further extended with mutual consent.

10. OTHER CONDITIONS

(i) Item Details & Quantity

The details of items with specifications and quantity are shown in **Annexure-VIII**. The total quantity mentioned is only indicative and may increase or decrease as per the decision of Tender Inviting Authority.

(ii) No Revision/Correction of Quantities

No bidder shall be allowed at any time on any ground, whatsoever, to claim revision or modification in the quantities quoted by him. Representation to make correction in the tender documents on the ground of clerical error, typographical error, etc., shall not be entertained after submission of the bids.

(iii) Firm Delivery Schedule

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Firm delivery schedule shall be mentioned in the bid. Cross conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN CONSIGNMENTS ARE RECEIVED" etc., will not be considered under any circumstances and the bids of those who have given such conditions shall be treated as incomplete and will be summarily rejected.

(iv) Execution of order.

Supplies should be made directly by the successful bidder and not through any other agency.

(iv) Inspection

Tender Inviting Authority or his authorized representative has the right to inspect the factories of bidders, at any point of time and also has the right to reject the tender or terminate / cancel the orders issued, based on adverse reports brought out during such inspections. The bidder shall extend all facilities to the team to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted/ordered.

11. ACCEPTANCE OF TENDER

(i) Tender Evaluation

a) Samples submitted by bidders along with their Technical Bids will be evaluated for acceptance and only the offers of bidders whose samples have been accepted will be considered for further evaluation. Price bids will not be opened in respect of bidders whose samples are found unacceptable.

b) Tenders will be evaluated with reference to various criteria of technical bid and thereafter on the basis of the price per unit (landed price per unit) for determining the L1 (Lowest) Rate from amongst those qualifying the technical bid stage. Conditional discounts shall not be taken into account for price comparison. Commercial Bid evaluation will be made as per total amount calculated and bid will be decided with bidder offering lowest amount.

(ii) Right to Reject Tender

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

(iii) Tender Acceptance

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

12. AGREEMENT

The successful bidder shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the bidder) as per proforma at **Annexure-IX** within 7 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted or within 7 days from the date of issue of purchase order

13. SECURITY DEPOSIT

The successful bidder, within 7 days of signing of the agreement, shall be required to submit Security Deposit of 10 % of the order value in the form of bank guarantee from any Indian nationalized bank in favour of the Tender Inviting Authority valid for a period of one year from the date of order. However, if the supplier fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount forfeited.

14. NON ASSIGNMENT OR SUB- LETTING

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

15. 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.

16 SUPPLY CONDITIONS

a) Purchase Order

Purchase order will be placed on the successful bidder at the discretion of the Tender Inviting Authority.

b) Specifications and Quality

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

c) Delivery Period

The first lot equivalent to one fourth of the total ordered quantity must be delivered at destination within 15 days from the date of purchase order and next lots progressively as per schedule given in the order or as per delivery instructions given from time to time. Full supply should be completed within the contractual delivery completion time, specified in the order.

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d) Delivery Point/Destination

Consignments should be delivered at the warehouse of National Rural Health Mission, Jana Path, House No. 16, Opposite Kendriya Vidyalaya, Khanapara, Guwahati-781022, Assam.

e) Penalty for Delayed Delivery

(i) In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.

(ii) Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

f) Alternative Purchase

If the successful bidder/supplier fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangement for purchase of the nutritional supplement for which the purchase order has been placed, from any other source or from the open market, at the risk and cost of the supplier. This would be in addition to all other penalties including forfeiture of security deposit.

g) Shelf Life

All supplies shall be scheduled for the period starting from the date of purchase order till the date of completion stipulated in the order. The supplied product should have shelf life of minimum 9 months from the date of manufacture. Each lot of the product should be supplied within 30 days from the date of manufacture.

h) Test Report

The successful bidder/supplier must submit batch-wise Test Analysis report from NABL Certified Labs for every batch of nutritional supplement.

i) Supply of Products

The successful bidder/supplier shall supply the ordered product to reach the designated warehouse/consignee within 30 days from the date of manufacture of that product. In case, the product is received after 30 days from date of manufacture and the product is not consumed before its expiry date the supplier shall be permitted to replace the expired quantity with fresh stock of longer shelf life, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered.

j) Shortage & Damage

It shall be the responsibility of the successful bidder/supplier for any shortages/damages at the time of receipt in Warehouse. Tender Inviting Authority will not be responsible for any stock of product received, for which no order has been placed

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17. **FORCE MAJEURE**

The above conditions of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the Tender Inviting Authority 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 purpose 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 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. 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 order and make suitable alternative arrangement at the risk and cost of such offending bidder.

In this regard bidders are required to give, an undertaking in the format at **Annexure-VI** along with their bid.

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 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 bid.

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20. LOGOGRAMS

Bids for the supply of nutritional supplement shall be considered only if the bidder gives undertaking as per **Annexure IV** in his bid that the supply will be prepared and packed with the NRHM Logogram and the inscription **“NRHM ASSAM SUPPLY, NOT FOR SALE”** either printed or embossed on the packs/containers along with colorful design as mentioned in the Annexure IV

21. QUALITY TESTING

- a) Tender Inviting Authority may decide to take samples from the supplied lot or lots at the point of supply or distribution / storage points, for testing. The samples may be sent to different laboratories for testing at the discretion of the Tender Inviting Authority.
- b) Samples which do not meet quality standards shall render the relevant batches liable to be rejected. If the sample is found to be not of standard quality or spurious or adulterated or mis-branded, such batch/batches will be deemed to be rejected goods.
- c) In the event the product supplied is found to be not of the specified quality the Tender Inviting Authority will be at liberty to make alternative purchase of the product for which the purchase order has been placed from any other source or from the open market at the risk and the cost of the supplier.

22. PAYMENT PROVISIONS

- a) No advance payments towards cost of nutritional supplement will be made to the successful bidder.
- b) Payments towards the supply of the product will be made strictly as per rules of the Tender Inviting Authority.
- c) On completion of supplies of ordered quantities, bills/ invoices should be raised in triplicate in the name of the Tender Inviting Authority.
- d) If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree to such reduction in rates.
- e) In case of any enhancement in excise duty due to notification of the Government after the date of submission of bids and during the validity period of contract, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in price structure of the product approved under the tender. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned Excise Authority confirming payment of additional excise duty on the goods supplied to the Tender Inviting Authority and also must claim the same in the invoice separately.

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- f) Tender Inviting Authority will have the right to receive supply even after expiry of contractual delivery date and in such case, price reduction as specified under Clause No.16 e (i) will be applicable.
- g) If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by the Tender Inviting Authority on the total value of supply to that particular warehouse.

23. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

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

24. 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.

25. 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.

26. LAWS GOVERNING THE CONTRACT & JURISDICTION

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

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Annexure -I

**MARKET STANDING
RECORD OF MANUFACTURING ACTIVITY
(DURING LAST 3 YEARS)**

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

Name of the firm _____

Sl	Name of the product	Year	No. of batches manufactured & supplied	Value	Name and full address of the purchaser
	1	2	3	4	5
1.					
2.					
3.					

Signature and seal of the Manufacturer _____

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

Annexure-II A

ANNUAL TURNOVER STATEMENT OF THE BIDDER

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 are true and correct.

Sl No.	Year	Turnover in Lakhs
1.	2008-09	
2.	2009-10	
3.	2010-11	
Total		- 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 Letters)

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

Annexure-II B

ANNUAL TURNOVER STATEMENT OF THE MANUFACTURER

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 are true and correct.

Sl No.	Year	Turnover in Lakhs
1.	2008-09	
2.	2009-10	
3.	2010-11	
Total		- 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 Letters)

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

Annexure-III

CERTIFICATE OF SALE TAX VERIFICATION TO BE PRODUCED BY APPLICANT (To be filled by the applicant)

01. Name or style in which the applicant is assessed or assessable to Sales Tax
.....
02. a. Name and address of all companies, firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity.....
..
- b. Places of business of the applicant (All places of business should be mentioned)
.....
- 03 The districts, taluks and divisions in which the applicant is assessed to Sales Tax (All the places of business should be furnished).
.....
.....
- 04 a. Total contract amount in the preceding three years.
i. 2008 – 09
ii. 2009 – 10
iii. 2010 – 11
- b. Particulars of Sales Tax for the preceding three years.

Year	Total T.O. be assessed Rs.	Total Tax Assessed Rs.	Total Tax paid Rs.	Balance Due Rs.	Reasons for balance Rs.
2008-09					
2009-10					
2010-11					

- c. If there has been no assessment in any year, whether returns were submitted, if there were, the division in which the returns were sent.
- d. Whether any penal action or proceeding for the recovery of Sales Tax is pending
- e. The name and address of Branches if any:

I declare that the above mentioned information is correct and complete to the best of my knowledge and belief.

Date

Signature & Seal of the applicant

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

Enclosure to Annexure-III

(To be issued by the Sales Tax Assessing Authority)

In my opinion, the applicant M/s..... has been / has not been / doing everything possible to pay the Tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax Officer

Note : Separate certificates should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax officer or Assistant Commercial Tax Officer having jurisdiction over that place.

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

Annexure-IV

UNDERTAKING FOR EMBOSSEMENT OF LOGO & PRINTING OF DESIGN

We M/s do hereby declare that, if favored with an order, we will supply the Nutritional Supplement in containers carrying a colorful design agreed mutually between us and NRHM and embossed with NRHM Logo and the inscription “NRHM ASSAM SUPPLY, NOT FOR SALE” and as per any other instructions given in this regard. The logo and inscription will also be embossed or printed on the carry bags and the cartons used for packaging the goods.

Signature:

Name:

Designation:

Seal:

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

Annexure – V

DETAILS OF MANUFACTURING UNIT

Name of the Bidder & Full Address :
PAN Number :
Phone Nos :
Fax :
E-mail :
Date of Inception :
License No. & Date :
Issued by :
Valid Up to :
Details of installed production capacity :

Details of Installed Production Capacity per Annum

<u>Name of the Product (s)</u>	<u>Unit of Measurement</u>	<u>Installed Capacity</u>
1		
2		
3		

Name & designation of the authorized signatory :

Specimen signature of the authorized signatory :

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

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

Annexure-VI

UNDERTAKING ON FRAUD & CORRUPTION

We do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of nutritional supplements under tender reference no we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

Signature of Proprietor / Partner / Director
Designation

Seal

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

Annexure – VII

COVER 'B' – PRICED BID

Tender No. _____

SL No.	DESCRIPTION	Approx Quantity	Quoted Rate. per packet (in rupees)		Calculated total Qty for (1 lakh no. of packets @ 200 gms and 1 Lakh no of packets @ 500 gms)	
			In Figures	In Words	In Figures	In Words
1	2	3	4		5	
			In Figures	In Words	In Figures	In Words
1.	Nutritional Supplement Pack with NET WEIGHT of 200 grams.	1,00,000 packets				
2.	Nutritional Supplement Pack with NET WEIGHT of 500 grams.	1,00,000 packets				
	Total					

N.B Commercial Bid evaluation will be made as per total amount calculated and bid will be decided with Bidder offering lowest amount.

Signature:

Name & Designation:

Name & Address of the Bidders

Seal:

Annexure – VIII

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

DETAILS OF COMPOSITION AND SPECIFICATIONS

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

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

IMPORTANT NOTES

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

- a) The product is to be packed in industry standard high quality airtight food grade poly pack
- b) The poly pack will be contained in a sound card board container or carton of 120 – 150 gsm board with suitable dimensions to accommodate the said quantity.
- c) The container shall be embossed/printed with NRHM logo and the inscription “NRHM SUPPLY, NOT FOR SALE” and will have an attractive colorful design on it. The colorful design shall be decided between the successful bidder and NRHM with mutual consent.
- d) The estimated requirement of Nutritional Supplement is 1,00,000.00 packets of each type (i.e 1 lakh packets of 200 gms & 1 lakh packets of 500gms) This quantity is indicative only and may vary depending on actual demand from different districts of the State.

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

Annexure-IX

Form of Contract 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

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

(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 _____

ANNEXURE X:

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

MANUFACTURER'S AUTHORIZATION FORM

NO. _____ 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 authorize _____ (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.

(Attach Separate sheet if necessary)

Signature and seal of Manufacturer _____

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

Annexure-XI

NATIONAL RURAL HEALTH MISSION, ASSAM

AGREED TERMS & CONDITIONS

Tender No. & Date _____

A. Details of Bidder

Bidder Name:

Offer Ref:

Telephone No:

Fax No:

Contact Person:

Signature:

E-mail:

B. Definitions

1. "Purchaser" means the Mission Director, National 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	

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

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 per kg 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 16 (c) of the bid document.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriate discount (Copy of Price list to be enclosed).	
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 10 % of the total order value in the form of a Bank Guarantee from a	

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

	nationalized Bank shall be furnished, which will be valid for a period of one year from the date of order.	
16.	Confirm acceptance of Part Order.	
17.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
18.	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be dispatched within 30 days from the date manufacture.	
19.	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
20.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
21.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
22.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

Signature:

Seal:

Annexure-XII

TENDER FOR SUPPLY OF NUTRITIONAL SUPPLEMENT

CHECK LIST

SI No.	Cover A	Yes	NO
1.	Check List as per Annexure - XII		
2.	Court Fee Stamp		
3.	EMD in the form of DD shall be kept in an envelope		
4.	Documentary evidence for the constitution of the company/concern		
5.	Duly attested photocopy of License for the Product duly approved by the Licensing Authority for each and every product quoted		
6.	Good Manufacturing Practice (GMP) certificate		
7.	Quality Assurance Certificate		
8.	The instruments such as Power of Attorney, Resolution of Board etc.		
9.	Authorization letter nominating a responsible person of the bidder to transact business with the Tender Inviting Authority		
10.	Record of manufacture & bidder to establish 3 years market standing as per Annexure-I		
11.	Annual Turnover Statement for 3 years as per Annexure – II A & Annexure – II B		
12.	List of similar contracts executed during the last 3 years.		
13.	Copies of balance sheet & profit loss account for three years		
14.	Sales tax clearance certificate as per Annexure-III and enclosure to Annexure-III		
15.	Undertaking for Embossment of Logo as per Annexure – IV		
16.	Clarification of Quality and Nutritional Composition		
17.	Details of Manufacturing Unit as per Annexure – V		
18.	Undertaking on fraud and corruption of manufacture & bidder as per Annexure – VI		
19.	Manufacturer Authorization as per Annexure - X		
20.	Agreed Terms and conditions as per Annexure – XI		
SI No.	Cover B	Yes	NO
1.	Price Bid as per Annexure – as per Annexure – VII		