



GOVT. OF ASSAM.
DIRECTORATE OF HEALTH SERVICES, ASSAM.
HENGRABARI, GUWAHATI-36.

No. HSPB/11/Insecticide Treated Bed Nets/2011-12/330

Dated: 7/9 /2011

NOTICE INVITING TENDER

Sealed Tenders in 2 (Two) Bid System affixing non refundable Court Fee of Rs.8.25 (Rupees Eight and Paise Twenty Five only) and IPO of Rs.10/- (Rupees Ten) only in case of Tenderers from outside the State of Assam are invited from Reputed Manufacturer / Accredited Importers/ Sole Distributors for supply of approximately 2 (two) Lakhs Long Lasting Insecticide Treated Bed Nets (LLIN) by the Govt. of Assam, Health & Family Welfare Department for the financial year 2011-2012 & 2012-13 with due date on 27/09/2011 at 1.00 P.M.

The terms and conditions and detail specifications and item to be supplied is available in the Tender Documents which can be obtained from the office of the Directorate of Health Services, Assam on payment of Rs.1000/- (non refundable) in the form of demand draft/ Bankers Cheque in favour of Directorate of Health Services, Assam, payable at SBI, Dispur Branch. The tender document is also available in the website of NRHM, Assam www.nrhmassam.nic.in & www.assamgovt.nic.in. The tenderer who download the tender document from the website has to pay Rs.1000/- (non refundable) in the form of demand draft/Bankers Cheque in favour of Directorate of Health Services, Assam, payable at SBI, Dispur Branch while submitting the tender without which the tender will not be accepted.

The tenderer must fulfill the term and condition and offer the product strictly as per specification mention in the tender document.

Sd/- Dr. D. Hojai
Director of Health Services, Assam,
Hengrabari, Guwahati-36.

Memo No . HSPB/11/Insecticide Treated Bed Nets/2011-12/ 331-36 Dated : 07/09/2011

Copy to:

1. The Commissioner & Secretary to the Govt. of Assam, Health & F.W. Deptt., Dispur, Guwahati-6 for favour of information of the Govt.
2. The Director of Information & Public Relations, Assam, Dispur, Guwahati-6. He is requested to publish the above Short NIT in the Assam Tribune and 3 widely circulated newspapers.
3. The Mission Director, NRHM, Assam, Khanapara, Guwahati-21. He is requested to take necessary steps to upload the Short NIT in the NRHM Website urgently.
4. The State Informatics Officer, NIC, Assam, Dispur, Guwahati-6. He is requested to take necessary steps to upload the Short NIT in the Govt. of Assam Website urgently.
5. The Notice Board of this Directorate.

Director of Health Services, Assam,
Hengrabari, Guwahati-36.

NATIONAL COMPETITIVE BIDDING

NOT TRANSFERABLE



GOVT. OF ASSAM

OFFICE OF THE DIRECTOR OF HEALTH SERVICES, ASSAM

HENGRABARI, GUWAHATI-36

TENDER No. HSPB/11/Insecticide Treated Bed Nets/2011-12/330

Dated: 07/9 /2011

- SALE OF TENDER DOCUMENT : 9/9/2011
- LAST DATE FOR SALE OF TENDER DOCUMENT : 23/9/2011
- CLOSING DATE & TIME OF RECEIPT OF TENDER : 27.09.2011 UP TO 1.00 PM
- TIME AND DATE OF OPENING OF TECHNICAL BID : 27.09.2011 AT 2.00 PM
- COST OF THE TENDER DOCUMENT : Rs. 1000/- (One Thousand) only in the form of Demand Draft/Banker's Cheque in favour of Director of Health Services, Assam from any nationalized bank payable at SBI, Dispur Branch.
- PLACE OF OPENING OF TENDER : Conference Room, Directorate of Health Services, Assam, Hengrabari, Guwahati-36

**Director of Health Services, Assam
Hengrabari, Guwahati-36**



GOVT. OF ASSAM.
DIRECTORATE OF HEALTH SERVICES, ASSAM.
HENGRABARI, GUWAHATI-36.

No. HSPB/11/Insecticide Treated Bed Nets/2011-12/330

Dated 07/09/2011

NOTICE INVITING TENDER

Sealed Tenders in 2 (Two) Bid System affixing non refundable Court Fee of Rs.8.25 (Rupees Eight and Paise Twenty Five only) and IPO of Rs.10/- (Rupees Ten) only in case of Tenderers from outside the State of Assam are invited from Reputed Manufacturers / Accredited Importers/ Sole Distributors for purchase of approximately 2 (two) Lakhs Long Lasting Insecticide Treated Bed Nets (LLIN) in Two Bid System by the Govt. of Assam, Health & Family Welfare Department for the financial year 2011-2012 & 2012-13.

The Tenderers will have to submit their quotations comprising of **Technical Bid and Financial Bid**. On each envelop of such quotations submitted by the Tenderers, they should clearly mention on envelop (A) as Technical Bid and on envelop (B) as Financial Bid. The two separately sealed envelops (Technical Bid and Financial Bid) shall be place in a cover which shall be sealed and super scribed as "THE TENDER FOR THE SUPPLY OF LONG LASTING INSECTICIDE TREATED BED NET FOR THE FINANCIAL YEARS 2011-12 & 2012-13" due on 27th Sept'2011 at 1.00 P.M. and addressed to the Director of Health Services, Assam, Hengrabari, Guwahati-36.

The tenderer must fulfill the terms and conditions and offer the product strictly as per specifications mentioned in the document.

Specifications of the LLIN :

Bidders are required to complete with "Yes", "No" or specific information requested for the items being supplied. Answer such as "see specifications attached" are unacceptable. Your bid may be considered non compliant unless all questions are answered thoroughly. Bidders are NOT allowed to make any change in the "Our minimum requirements" columns of the comparative data table below. Such changes might disqualify your bid.

Bidders shall include with their bid any other pertinent information that the purchaser should know in order to evaluate the bid properly.

REQUIREMENT	Bidders offer (Please fill in Yes/ No)
LLINs offered shall be WHOPEs recommended and must be registered with Central Insecticide Board of India under Insecticide Act, 1968.	Yes/No
Dimensions	
<p>The LLINs shall confirm to be the following dimensions:</p> <p>Family Size</p> <p>Length : 180 ± 5cm</p> <p>Width : 190 ± 5cm</p> <p>Height: Including bottom reinforcement piece) 150 ± 5cm</p> <p>Reinforcement at bottom 28 ± 3cm</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
ADDITIONAL REQUIREMENTS	
<p>Fibre characteristics : Minimum 100 denier</p> <p>Gram per square meter : Minimum 40</p> <p>Bursting strength : HDPE–350 Kpa, Polyester–250 Kpa</p> <p>Mesh size : HDPE 56 holes per square inch</p> <p>: Polyester 156 holes per square inch</p> <p>Color : White/Blue/Khaki</p> <p>Wash Resistances : up to 20 washes</p> <p>Shelf life : Minimum 2 yrs.</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
MANUFACTURE AND WORKMANSHIP	
<p>(i) Wall and Top</p> <p>The top shall be made from single joint piece of netting in case of Family size mosquito nets. The walls shall be made from one piece</p>	Yes/No

<p>of netting and shall be closed with lapped seam and the seam shall be at one of the corners. One edge of the netting of the wall shall be attached to the netting at the top by means of a plain seam.</p>	
<p>(ii) Reinforcement at Bottom</p> <p>The bottom edge of the walls shall be stitching a strip of same fabric (netting material). The Height of the reinforcement should be 28 ± 3cm.</p>	Yes/No
<p>(iii) Tying Loops</p> <p>The nets shall be provided with same fabric stitched tying loops six in case of family size bed nets. The loop shall be 12-15 mm wide and made of same fabric as of the wall and top. In case of the nets ordered with bottom reinforcement, four tying loops shall be provided at the seam joining the bottom reinforcing piece.</p>	Yes/No
<p>(iv) Stitching</p> <p>The nets shall be made with lock stitch of even tension throughout and loose ends securely fastened off. The number of stitches per decimeter shall be 30 to 38. The stitching shall be made by using same fabric thread of matching shade.</p>	Yes/No
<p>MARKING</p>	
<p>(i) Standard Mark</p> <p>The LLINs shall bear the standard mark – ASSAM GOVT. SUPPLY – NOT FOR SALE printed on top and each wall of the bed net. The size of mark should be 10 X 15 cm and would be placed 30 ± 1 cm above the bottom edge of the walls, at a distance of 50 ± 2 cm.</p>	Yes/No
<p>(ii) The following information shall be indelibly marked on cloth label securely stitched at any top corner of the net.</p> <p>(a) Size of the net, namely overall length (cm), overall width (cm), overall height (cm).</p> <p>(b) Name of fibre of netting and its variety number.</p> <p>(c) Mesh size</p> <p>(d) Month and Year of Manufacturing.</p> <p>(e) Any other information mentioned in Contract/PO/Statutory Provisions.</p> <p>The above information along with number of pieces shall also be printed/stenciled on each bale.</p>	

PACKING	
<p>The LLINs shall be packed as stipulated in the contract or purchase order. Recommended procedure is given below:</p> <p>25/50 LLINs depending on size shall be placed over another and tied with cotton/ polyester/ nylon/ HDPE, 2-3 mm diameter twine/ rope to form a bundle. 2/4 such bundles shall be wrapped in low density polyethylene film of 60 mm thickness (150 gauge) or any other suitable material as agreed to between the Purchaser and the Supplier. The bale shall be stitched by HDPE/ Nylon twine/ rope with not less than 12 stitches per dm taking care that nets do not get pierced. The bale shall be strapped along with clips.</p>	
SAMPLING	
(I) LOT	
<p>The quantity of LLINs delivered to a consignee for the same dispatch shall constitute a lot.</p> <p>(i) For assessing the conformity of the lot to the requirement of the standards, the sample as given in Table 1 below shall drawn at random from the lot of inspection. To ensure the randomness of the selection methods given in IS 4905 shall be followed.</p> <p>(ii) For all other requirements specified in this standard which are not listed in Table 1, the sample size shall be given in WHO Interim Specification: WHO/IS/NI/331/2002.</p> <p>(iii) The lot shall be considered as conforming to the requirements of given standard if all the samples meet the requirements specified in the standard.</p>	

Table 1 Sample Size

Number of Pieces in the Lot	No. of Pieces to be inspected for			
	Length, Width, Height. No. of Holes and Height of Reinforcement	Mass	Colour Fastness	Wash Resistance
(1)	(2)	(3)	(4)	(5)
Up to 100	8	3	2	4
101 to 150	13	5	2	4
151 to 300	20	5	2	4
301 and above	32	8	3	6

GOVT. OF ASSAM

**OFFICE OF THE DIRECTOR OF HEALTH SERVICES, ASSAM
HENGRABARI, GUWAHATI - 36**

**TENDER FOR SUPPLY OF LONGLASTING INSECTICIDE TREATED BED
NETS.**

1. Sealed tenders in 2-bid system are invited by Director of Health Service, Assam for the supply of **Long Lasting Insecticide Treated Bed Nets** as per enclosed specification and terms & conditions from reputed and experienced manufacturers/ authorized distributors /dealers of similar items and shall be received till 1:00 pm on 27/9/2011.

2. **ELIGIBILITY CRITERIA –**
 - a. Bidder shall be a Reputed Manufacturer / Accredited Importer/ Sole Distributor.
 - b. The bidder shall have market standing continuously for the past 3 years in supplying similar items with customers' satisfaction.
 - c. **The average annual turn over of the bidder during the last three years shall not be less than Rs 10.00 crores.**
 - d. Supply shall be effected directly by the bidder and not through any other agency

GENERAL CONDITIONS

3. A complete set of bidding documents may be purchased by any interested eligible bidder on submission of written application and upon payment of non – refundable fee of Rs 1000.00 (Rupees one thousand only) in the form of Demand Draft in favour of Director of Health Services, Assam payable at SBI, Dispur Branch.

Bidding document may be obtained during office hours on all working days either in person or by post.
4. All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the bid document and must be furnished with the bid.
5. Bids shall be opened in presence of bidders/ representatives who intend to attend, on the specified date and time.
6. 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, 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.
7. The bid and all correspondence and documents shall be in the English language.
8. The tender document is not transferable.
9. The tender document shall be signed by the tenderer in all the pages with official seal and the signatory must have a power of attorney to sign the tender document on behalf of the tendering company.

10. Interested eligible bidders, if so desire, may obtain further information from the office of the authority inviting tender.

11. **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 of Rs10,00,000.00 (Rupees Ten lacs only)**, in the form of Demand Draft/ Bankers Cheque in favour of Director of Health Services, Assam, 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.

- b) Duly attested photocopies of valid manufacturing license for the products offered.
- c) Declaration on details of manufacturing unit, installed capacity of the item quoted, local authorized dealer/distributor (if any) and testing facilities along with non - conviction 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) Annual Turn Over Statement for the last 3 financial years i.e. 2007 – 08, 2008-09 and 2009-10 along with statement of concurrent commitment in the specified format (Refer **Annexure III**) 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) An undertaking on fraud and corruption as per **Annexure-IV**.
- i) In case of dealer/distributor authorization from the manufacturer for the items quoted in **Annexure -V**
- j) **The technical specification sheet for longlasting insecticide treated bed nets (Family size) in the form of questionnaire at Annexure VI to be duly filled in and signed and stamped by the authorized signatory.**

12. All the above documents mentioned under para 11 i.e. **Technical Bid cover A** along with **Agreed Terms and Conditions as per Annexure-VII** shall be submitted in separate sealed cover superscribed as “COVER ‘A’ “, TENDER FOR SUPPLY OF **LONGLASTING INSECTICIDE TREATED BEDNETS** FOR (TENDER NO. _____) DUE AT _____HRS ON _____ & ADDRESSED TO

13. PRICE BID “COVER ‘B’”

- a) Bid shall be type – written and 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. Corrections done with correction fluid shall also be duly attested.

b) **The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, Excise Duty, Sales Tax/VAT, Freight Insurance and any other cost incidental to the delivery.**

c) The landed price per unit at destination shall be the criteria for determining the L1 rate.

d) Each page of the price bid shall be duly signed by the bidder with official seal.

e) The tenderer shall duly fill up the rate quoted in Annexure-VIII. for and shall submit in a separate sealed cover superscribed as “ **COVER ‘B’** “, TENDER FOR SUPPLY OF LONGLASTING INSECTICIDE TREATED **BED NETS.**

Nets..... (TENDER NO. _____) DUE AT ___HRS ON _____ & ADDRESSED TO

14. 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 SUPPLY OF **LONGLASTING INSECTICIDE TREATED BED NETS** FOR (TENDER NO. _____) DUE AT ___HRS ON _____ & ADDRESSED TO

15. 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.

16. 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

17. **TENDER EVALUATION**

i) Tenders will be evaluated with reference to various criteria and one of such criteria is that the rate per unit (landed price) for determining the L1 rate (Lowest

rate). 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.

ii) If in the assessment of the purchaser, the lowest bidder has a capacity limitation to deliver the total requirement within the stipulated delivery schedule or due to other strategic reasons, it may be decided to split the quantity and award the contract to more than one bidder. In such a case negotiations may be carried with bidders other than L1 to bring their prices to the level of L1 bidder. However, the L1 bidder shall be awarded higher quantity or a quantity limited to his capacity whereas the other bidders matching the L1 price shall be awarded the remaining quantity.

18. 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.

19. 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.

20. REASONABILITY OF RATES/ FIRM PRICE

a) The bidder shall certify that the rates quoted are the lowest ones for any institution in the country.

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 the 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.

21. STATUTORY TAXES/ 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.

22. PERFORMANCE SECURITY DEPOSIT:

The successful bidder, within 15 days of receipt of Purchase Order, shall be required to submit Performance Security Deposit of Rs 35:00 (Rupees Thirty Five lakhs only) in the form of call deposit/ bank draft pledged in favour of Director of Health Services, Assam, valid for a period of 1 year from the date of order, which shall be released on completion of supply of the ordered materials of acceptable quality within 90 days from the order..

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 Security deposit shall be encashed & the amount forfeited.

23. AGREEMENT

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

24. NON ASSIGNMENT

The tenderer 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.

25. 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 tenderer if delivered to him or left at his premises, places of business or abode.

26. 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.

27. TENTATIVE QUANTITY

The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

28. INSPECTION & QUALITY ASSURANCE

- a) The purchaser and /or his authorized representative(s) have the right to inspect the manufacturing facilities of those companies who have quoted or whose items have been 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.

- b) During the process of manufacture/ fabrication of the ordered items, 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 supplier from his responsibility of strictly adhering to the specifications & other conditions spelt out in the tender.

- c) A Technically Equipped Team would be monitoring and examining the quality of the LLIN bed net in the field. Nets would be collected on a random basis as specified and the samples will be sent to the empanelled NABL accredited laboratory for examination and take subsequent follow up action. In the event of the quality not conforming to the standard. The supplier will have to bear the entire expenditures for replacement of the rejected commodity and also for transportation up to the destination.

29. DELIVERY CONDITION

- i) The supply of items shall be completed within 90 days from the receipt of the Purchase Order.
- ii) The items as per order shall be handed over to the authorized representative(s) of the purchaser at the specified locations and the same shall be duly receipted after proper verification/inspection.

30. PAYMENT TERMS

No advance payment shall be made. 90% payment for the supplied items shall be made after receipt of the fully functional items and completion of all codal formalities subject to submission of Performance Security, relevant documents, test certificates, warranty certificates etc.

Balance 10% payment shall be released on completion of the total supply and acceptance of the same on due inspection/verification..

31. 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.
- c) 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 Performance Security and other penal provisions.

32. 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 tenderer 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.

33. 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 any thing 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**.

34. TRAINING & IEC ACTIVITIES:

- The entire IEC activities including hoardings, pamphlets, leaflets, posters, wall writing and coverage in the print and electronic media will have to be borne by the tenderer. Further, each packet should contain information regarding the mode of uses including the life span for the benefit of the beneficiaries in the local languages. The details of this activity would be as per the requirement of DHS.
- The tender would also have to take the responsibility of organizing training of the officials as well as NGOs/ ASHA workers etc. for

spreading awareness at their own costs. These activities would be done once a quarter after the delivery of the nets for one year in the key districts.

35. 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 unpriced 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.

36. 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.

37. 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.

38. 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.

39 Submission and opening of tender:

The tender must reach the undersigned on or before 27th Sept'2011 up to 1:00 PM after which no tender will be accepted. The tender will be opened on the same day at 2:00 PM in presence of tenders or their authorized representatives, if any. No complaint will be entertained and considered on the plea of postal delay or otherwise and also no correspondence will be made or entertained regarding non compliance of any terms and condition and submission of documents along with the tender as required.

There would be no pre bid meeting due to the lack of time and malaria season; however the tenders free to seek any clarification in writing from the undersigned till the 20th September 2011.

A. The Technical Bid (Envelope-A) should contain the following documents:

1. The intending tenderer will have to deposit of an amount of **Rs.10:00 Lakhs (Rupees Ten Lakhs)** only) in the form of bank draft/ Bankers Cheque in favour of the Director of Health Services, Assam as Earnest Money from any nationalized bank.
2. Photocopy of manufacturing licenses.
3. Non conviction certificate for last 3 years from the Drugs controller of the State/Govt. of India/Govt. of Assam/or any international agency like World Bank/ UNICEF/WHO.
4. Photocopy of CIB (Central Insecticide Board) Registration.
5. The average annual turn over of the Manufacturers / Importer or their Authorized Distributors for last three year shall be not be less than Rs.10:00 Crores. (certified balance sheet to attached)
6. Performance of minimum 2 (two) Lakhs LLINs supplied in the last one year for either Govt. of India or any other State Government or WHO or UNICEF with copies of the purchase order or performance certificate issued by the clients.
7. Details of Manufacturing Unit.
8. Full product dossier.
9. Notarized copy of statement of the installed manufacturing capacity of the item.
10. Manufacturer authorization letter in original in the case of Importer/Authorized Distributor.
11. Photocopy of valid import license, in case of importer.
12. Up to date Sale Tax/VAT Registration/Clearance Certificate.
13. Photocopy of PAN Card.
14. The Tenderer shall provide sample of the product quoted as per the specification along with the Tender.

15. The Tender document should be signed by the Tenderer in all pages with official seal and signatory must have a power of attorney to sign the tender documents on behalf of tendering company.
16. WHOPES (WHO Pesticide Evaluation Scheme) Certificate to be given along with the Bid. Mosquito Nets that are not Long Lasting as per WHOPES would not be considered for the Bid.

B. FINANCIAL BID (ENVELOPE-B)

1. The rate quoted per unit of landed price shall be inclusive of all admissible taxes and insurance.
2. No tender shall be allowed at any time on any ground what so ever to claim revision or modification in the rates quoted by them.

C. TERMS AND CONDITIONS

1. The successful tenderer will have to submit a call deposit/bank draft **of Rs. 35:00 Lakhs** (Rupees Thirty Five Lakhs only) pledged to the Govt. of Assam as a guarantee for completion of supply of entire required bed-nets of acceptable quality within 90days from the date of placing of the order by the DHS.
2. In the event of the company fails to supply the required commodity (LLIN) within the stipulated time as mentioned above, then the entire amount of Rs. 35:00 Lakhs deposited in the form of call deposit/bank draft will be forfeited sue-motto.
3. The life span of the LLIN bed net will have to be 4 years from the date of opening /uses of the mosquito net by the beneficiary or net material must conserve 80% functional mortality after 20 washes from the date of opening/ uses of the mosquito net by the beneficiary.
4. The tenderers will have to transport the entire ordered LLIN bed net to the respective district Head Quarters or to any other destination as may be specified by Govt. of Assam.
5. Government of Assam would carry out Inspection of nets either at the production facility or at the delivery location as per international standard. This supplier is required to offer the goods for inspection as soon as they are ready at the

production facility. The Govt. of Assam would have to right to choose the site for inspection.

6. A Technically Equipped Team would be monitoring and examining the quality of the LLIN bed net in the field. Nets would be collected on a random basis collection and such random collection will be sent to the specified NABL accredited laboratory for examination and take subsequent follow up action, In the event of the quality not conforming to the standard, the company will have to bear the entire expenditures for replacement of the entire supplied commodity and also for transportation for that destination.
7. The price quoted by tenderer shall not, in any case exceed the control price, if any, fixed by the central/ State Govt. and the maximum retail price.
8. The Validity of tender shall be for financial years 2011-12 & 2012-13 from date opening of tender.

D. LOGOGRAMS:

The logo of Government of Assam along with statement “**Govt. of Assam supply not for sale**” to be printed legibly on all LLIN packets/bags individually.

E. PAYMENT:

1. The Govt. of Assam will not entertain any request for any advance amount for supply of such materials. Further, no extension of time for supply of the item will be entertained.
2. Payments would be released to the supplier after 15 days of receipt of confirmation of delivery at the district centers and receipt of inspection reports.

DECLARATION
On
Manufacturing facilities / Dealership & Distributorship

Tender enquiry No._____

For supply of _____

1. Name of the tenderer :
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
10. Detail of local Authorised Dealer/Distributor

Name of the Agency:

Full Postal Address:

Phone / Fax / E-mail:

11. Name of person responsible for 10 above

Sl. no.	Name	Designation	Age	Residential Address
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12. Name of Govt. Departments/ Pvt. Institutions to which the tenderer already supplied the items with quantity, value and supply period As per enclosure
13. Has the tenderer 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

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 supply the items 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 rate contract.

Dated: _____
Signature _____
Name of tenderer _____
Address _____

**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 Tenderer _____

ANNEXURE-III**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.

<i>Sl.No.</i>	<i>Year</i>	<i>Turnover in Lakhs (Rs)</i>
---------------	-------------	-------------------------------

1.	2007-08	-
2.	2008-09	-
3.	2009-10	-

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

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:

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 Licence No. _____ dated _____, Valid Upto _____, hereby authorize M/s. _____

_____ (Name and address of Representative), to submit a bid and subsequently negotiate and sign the contract with you against the above mentioned tender.

We the manufacturer undertake full responsibility of the quoted materials conforming to the required specifications

Yours faithfully,

(Name)

for and on behalf of M/s. _____

(Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Technical Specifications

Important Notice:

Bidders are required to complete with “Yes”, “No” or specific information requested for the items being supplied. Answers such as “see specifications attached” are unacceptable. Your bid may be considered non compliant unless all questions are answered thoroughly. Bidders are NOT allowed to make any change in the “Our minimum requirements” columns of the comparative data tables below. Such changes might disqualify your bid.

Bidders shall include with their bid any other pertinent information that the purchaser should know in order to evaluate the bid properly.

REQUIREMENT	Bidders offer (Please fill in Yes/ No)
LLINS offered shall be WHOPEs recommended and must be registered with Central Insecticide Board of India under Insecticides Act, 1968	Yes/ No
Dimensions	
The LLINS shall conform to the following dimensions: Family Size	
Length: 180 ± 5cm	Yes/ No
Width : 190 ± 5 cm	Yes/ No
Height: Including bottom reinforcement piece) 150 ± 5cm	Yes/ No
Reinforcement at bottom 28 ± 3cm	Yes/ No
	Yes/ No
ADDITIONAL REQUIREMENTS	
Fibre characteristics: : Minimum 100 denier	Yes/ No
Gram per square meter : Minimum 40	Yes/ No
Bursting strength : HDPE – 350 Kpa, Polyester – 250 Kpa	Yes/ No
Mesh size : HDPE – 56 holes per square inch	Yes/ No
: Polyester – 156 holes per square inch.	Yes/ No
Color : White/ Blue/khaki	Yes/ No
Wash Resistance : up to 20 washes.	Yes/ No
Shelf life : Minimum 2 yrs	Yes/ No
MANUFACTURE AND WORKMANSHIP	
(i) Wall and Top	Yes/ No
The top shall be made from single joint piece of netting in case of Family size mosquito nets. The walls shall be made from one piece of netting and shall be closed with lapped seam and the seam shall be at one of the corners. One edge of the netting of the wall shall be attached to the netting at the top by means of a plain seam.	
(ii) Reinforcement at Bottom	Yes/ No
The bottom edge of the walls shall be stitching a strip of same fabric (netting material). The Height of the reinforcement should be 28 ± 3 cm.	
(iii) Tying Loops	Yes/ No

<p>The nets shall be provided with same fabric stitched tying loops six in case of family size bed nets. The loop shall be 12 – 15 mm wide and made of same fabric as of the wall and top. In case of the nets ordered with bottom reinforcement, four tying loops shall be provided at the seam joining the bottom reinforcing piece.</p>	
<p>(iv) Stitching The nets shall be made with lock stitch of even tension throughout and loose ends securely fastened off. The number of stitches per decimeter shall be 30 to 38. The stitching shall be made by using same fabric thread of matching shade.</p>	Yes/ No
MARKING	
<p>(ii) Standard Mark The LLINs shall bear the standard mark – ASSAM GOVT. SUPPLY – NOT FOR SALE printed on top and each wall of the bed net. The size of mark should be 10 X 15 cm and would be placed 30 ± 1 cm above the bottom edge of the walls, at a distance of 50 ± 2 cm.</p>	Yes/ No
<p>(iii) The following information shall be indelibly marked on cloth label securely stitched at any top corner of the net.</p> <ul style="list-style-type: none"> (a) Size of the net, namely overall length (cm), overall width (cm), overall height (cm). (b) Name of fibre of netting and its variety number. (c) Mesh size. (d) Month and year of Manufacturer. (e) Any other information mentioned in Contract/PO/statutory provisions. <p>The above information along with number of pieces shall also be printed/ stenciled on each bale.</p>	
PACKING	
<p>The LLINs shall be packed as stipulated in the contract or purchase order. Recommended procedure is given below:</p> <p>25/50 LLINs depending on size shall be placed over one another and tied with cotton/ polyester/ nylon/ HDPE, 2 -3 mm diameter twine/ rope to form a bundle. 2/4 such bundles shall be wrapped in low density polyethylene film of 60 um thickness (150 gauge) or any other suitable material as agreed to between the Purchaser and the supplier. The bale shall be stitched by HDPE/ Nylon twine/ rope with not less than 12 stitches per dm taking care that nets do not get pierced. The bale shall be strapped along with clips.</p>	
SAMPLING	
(I) LOT	
<p>The quantity of LLINs delivered to a consignee for the same dispatch shall constitute a lot.</p> <ul style="list-style-type: none"> (i) For assessing the conformity of the lot to the requirements of the standards, the samples as given in Table 1 below shall be drawn at random from the lot for inspection. To ensure the randomness of selection methods given in IS 4905 shall be followed. (ii) For all other requirements specified in this standard which are not listed in Table 1, the sample size shall be given in WHO Interim Specification: WHO/IS/NI/331/2002. 	

(iii) The lot shall be considered as conforming to the requirements of given standard if all the samples meet the requirements specified in the standard.	
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Table 1 Sample Size

Number of Pieces in the Lot	No. of Pieces to be inspected for			
	Length, Width, Height. No. of Holes and Height of Reinforcement	Mass	Colour Fastness	Wash Resistance
(1)	(2)	(3)	(4)	(5)
Up to 100	8	3	2	4
101 to 150	13	5	2	4
151 to 300	20	5	2	4
301 and above	32	8	3	6

NAME OF THE PURCHASER**AGREED TERMS & CONDITIONS**

Tender No. & Date _____

A. Details of Bidder

Bidder

Offer Ref

Contact Person:

Telephone No.

Signature:

Fax No.

E-mail:

B. Definitions

1. "Purchaser" means or his authorized representative.
2. "Bidder" or Tenderer 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	<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 equipment catalogue and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ deviations 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 on duly delivered at site basis including packing & forwarding (P & F) all duties and taxes viz. Excise Duty, Sales Tax/VAT, freight, insurance etc.	
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 you.	
6.	It 5 above is not acceptable, advise maximum possible rate of ED changeable, which shall be loaded to you 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 and date of delivery and acceptance of the items by purchaser's representative shall be considered as the delivery completion date.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	Force Majeure—Delivery period, price reduction termination etc are subject 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 quoted / agreed prices to any Govt. or Public Medical Institution. 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).	
14.	a) Confirm that all inspection & testing charges including 3 rd party inspection (if required) included in the price. b) Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the	

	purchaser along with the equipment.	
15.	Packing / forwarding, transportation, loading/unloading and insurance are your responsibility. However, to protect the supplies from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing & lifting arrangement. Pl confirms compliance.	
16.	The material shall be guaranteed against any and all defects in design, workmanship, material & performance for a period of 1 year from the date of to the purchaser. Should any defect detected or develop during the guarantee period, it shall be remedied promptly free of cost by the supplier and all expenses including transportation of goods necessitated for such replacement shall be to the suppliers account done by the supplier. Pl confirm acceptance.	
17.	Confirm that Performance Bank Guarantee shall be furnished for order value valid till guarantee period of the goods.	
18.	Confirm acceptance of Part order.	
19.	Confirm acceptance of Repeat order within 12 months from the date of basic order at same price and terms & conditions.	
20.	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.	
21.	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.	
22.	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.	
23.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

FOR COVER ‘B’ – PRICED BID

Tender No. _____

SCHEDULE OF RATES

Sr. No.	Description	Quantity	Landed cost per unit
1.	Longlasting Insecticide Treated Bed Nets. Length, cm 180 ± 5 Width, cm 190 ± 5 Total Height (Including bottom reinforcement piece), cm: 150 ± 5 Height of bottom reinforcement piece, cm: 28.0 ± 3 Colour/shade – White/ Blue/Khaki Other details of specifications are as per <u>Annexure - VI</u>		

Signature:

Name & Designation:

Name & Address of the Bidders

CHECK LIST**COVER - A.**

1. Demand drsft of Rs. 1000/- for Tender Document if downloaded from Website.	1	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2. EMD in the from of DD shall be kept in an envelop. SSI/NSI certificate for exemption	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3. Documentary evidence for the constitutions of the company / concern	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
4. Duly attested photocopy of Licence for the product duly approved by the Licencing authority for each and every product quoted.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5. Duly attested photocopy of Import Licence, if imported.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
6. The instruments such as power of attorney, resolution of board etc.,	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
7. Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender inviting Authority.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
8. Market Standing Certificate issued by the Licensing Authority	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
9. True copy of record of manufacture to establish 3 years market standing.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
10. Non Conviction Certificate	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
11. Good Manufacturing Practices Certificate	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
12. Annual Turnover Statement for 3 Years Annexure-III	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
13. Copies of balance sheet & profit loss account for three years	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

14. Sales Tax clearance certificate Annexure-IV	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
15. Central Insecticide Board Registration certificate	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
16. Declaration Form Annexure-I with enclosure	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
17. Proforma for Performance Statement Annexure-II	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
18. Full product dossier	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
19. WHO Pesticide Evaluation Scheme certificates	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
20. List of items quoted without rates.	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
21. Photocopy of PAN Card	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Sample of the product	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. The Tender document signed by the tenderer in all pages with office seal.	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

The day of, 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 WITNESSES 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) General Conditions of Contract

(c) Technical Requirements (including Technical Specifications)

(d) The Supplier’s bid and original Price Schedules

(e) The Purchaser’s Notification of Award

(f) [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 _____