

FOR NATIONAL COMPETITIVE BIDDING

SL. NO.:

Issued To M/s. _____

NOT TRANSFERABLE

Name and Address of Purchasing Organization

TENDER FOR SUPPLY OF DIESEL GENERATOR

TENDER REFERENCE : NRHM/ Procurement/ Generators/ 469/ 2011-12/5105

DATE OF COMMENCEMENT OF
SALE OF TENDER DOCUMENT : 13.06.2011

LAST DATE FOR SALE OF
TENDER DOCUMENT : 20.06.2011 up to 2.00 P.M

LAST DATE & TIME OF RECEIPT
OF TENDER : 27.06.2011 up to 2.00 P.M

TIME AND DATE OF OPENING
OF TENDER : 27.06.2011 at 3.00 P.M

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

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

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

**STATE HEALTH SOCIETY, ASSAM
GIWAHATI: ASSAM**

NRHM/ Procurement/ Generators/ 469/ 2011-12 /5105

Date: 09.06.2011

TENDER FOR SUPPLY OF DIESEL GENERATOR

Sealed tenders in 2-bid system affixing Court Fee Stamp of Rs 8.25 only are invited by **State Health Society, Assam, for the supply of Diesel Generator** as per enclosed specification and terms & conditions from reputed and experienced manufactures/ authorized distributors of similar items and shall be received till 27.06.2011 up to 2.00 P.M The tender will be received by Speed Post / Registered Post / Courier Services / in person in sealed cover addressed to **“Mission Director, National Rural Health Mission, State Health Society, Jana Path, H/No. 16, Khanapara, Guwahati-22.”** **Tender received after the date & hours** shall be rejected. The Mission Director of NRHM, Assam, shall not be responsible for any postal delay. The detailed phone/ fax No. & STD code etc should be given for communication

1. ELIGIBILITY CRITERIA –

- a. Bidder shall be a manufacturer / OEM (Original Equipment Manufacturer) / authorized distributors of similar equipment having requisite experience in supplying, installing & commissioning of the quoted item/items and adequate servicing facility.
- b. The bidder shall have market standing continuously for the past **3 years** in supplying similar items with customers' satisfaction.
- c. **The Annual Average Turnover for last 3 years shall not be less than Rs 50 Lakhs.**
- e. Supply shall be effect directly by the bidder who is a manufacturer. However, they may authorize their distributors to supply the items at their quoted price & they shall provide the warranty / guarantee & after sale service as required under the contract.

2. GENERAL CONDITIONS

- a) Tender forms can be obtained from Office of the Mission Director, National Rural Health Mission, Janapath, House No. 16, Khanapara, Guwahati-22, after depositing Non – refundable fee of **Rs. 500/-** (Five Hundred only) in Demand Draft / Bankers Cheque in favour of **State Health Society, Assam**, payable at Guwahati from 13.06.2011 to 20.06.2011. Bidding document may be obtained during office hours on all working days either in person or by post. The bid document may also be downloaded from the official website www.nrhmassam.in from 13.06.2011 up to 2 P.M of 27.06.2011. The bidder who has downloaded the bid document has to pay Rs 500/- (non – refundable) in the form of Demand Draft / Bankers Cheque in favour of **State Health Society, Assam**,
- b) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the bid document and

must be furnished with the bid.

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

3. TECHNICAL BID “COVER ‘A’”

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

- a) All bids must be accompanied by **EARNEST MONEY DEPOSIT** of an amount for each group schedule as shown in the list of items, in the form of Demand Draft/Bankers Cheque in favour of **State Health Society, Assam**. EMD submitted in any other form or bids without EMD shall not be accepted. **The amount of EMD should be Rs. 10.00 Lakhs**. The EMD of the successful bidder shall be retained till completion of the tender period but shall not carry any interest. If the successful bidder fails to execute the agreement and/ or 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) Photocopies of valid manufacturing license for the products offered duly attested by a Gazette officer
- c) Declaration on details of manufacturing unit, installed capacity of the item quoted, testing facilities and nearest after sales service facility with details of technical personnel, along with non - conviction certificate/ declaration for the past 3 years. (Refer **Annexure I**)
- d) Details of supplies made during the last 3 years with summary of Purchase Orders and performance certificates issued by clients in the specified format (Refer **Annexure II**). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any for the last 3 years with copies of Purchase Order and Performance certificates are to be separately highlighted.
- e) **To confirm that in case the equipment is covered under DGS&D rate contract, whether the rate quoted in this tender is under the valid rate contract. If not, the reason thereof.**
- f) Annual Turn Over Statement for the last 3 financial years i.e. 2007 – 2008, 2008 – 2009 & 2009 -2010 along with statement of concurrent commitment in the specified format (Refer **Annexure III**) certified by the Auditor/ Chartered Accountant.

- g) Current & Valid Sales Tax Clearance Certificate/ VAT Certificate as on 31.03.2010.
- h) Authorization like Power of Attorney or Resolution of the Board for the officer of the company who have signed the tender document and the bid
- i) Undertaking in the form at **Annexure-IV**.
- j) An undertaking on fraud and corruption as per **Annexure-V**.
- k) Catalogue, literature and schematic diagrams (wherever applicable) of all the equipment being offered.
- l) The List of items quoted shall be furnished in **Annexure - VI**. The list shall specifically indicate the make/ model no., manufacturer and brand name (if any) along with technical specifications. The detail specification and quantity for any civil/ electrical works for installing and commissioning of the generators must also be indicated. But this list shall not indicate prices of the items.

4. In the technical bid, the bidder shall confirm that, in case he becomes the successful bidder he shall abide by the following stipulations which shall also form a part of his undertaking at Annexure IV. [Ref. 11 (i)].

- a) Warranty Maintenance: The Generator Sets supplied shall be covered under comprehensive warranty for a period of 3 years from the date of commissioning and handing over and any maintenance or repair arising during this period of 3 years including replacement of parts, cost of consumables if any, shall be carried out by the supplier at his own cost without any cost liability on the purchaser.
- b) ANNUAL MAINTENANCE CONTRACT (AMC): The supplier shall quote separately rates for the Comprehensive and non Comprehensive Annual Maintenance of the equipment supplied, after expiry of warranty period of 3 years, for a further period of 5 years, in the price bid. Price comparison shall include this 5 years comprehensive and non comprehensive maintenance charges. Price bids without AMC rates shall not be considered for evaluation. The supplier shall also quote annual maintenance charges for next 5 years both on comprehensive basis (i.e. inclusive of spares) and for services only excluding spares.
- c) For another 5 years beyond warranty and AMC period, the supplier shall quote separately rates for annual maintenance on comprehensive basis inclusive of spares and also only for services without spares
- d) Response Time for Breakdown Calls: Maintenance personnel shall attend to the breakdown within 72 hrs of reporting the fault.
- e) Preventive Maintenance: During the warranty period and AMC, in addition to attending break down calls, there shall be regular quarterly preventive maintenance visits.
- f) Operation & Maintenance Manuals: Two sets of operation & maintenance manuals along with circuit diagram and spare parts list of equipment shall be supplied.
- g) Installation, commissioning & Warranty Service: Supply, installation, commissioning and successful trial run of the equipment & subsequent, warranty / AMC servicing shall be done at site by the supplier themselves or their authorized agent.
- h) Training: Free demonstration, operation and maintenance training of the assigned personnel at site shall be provided.

5. All the above documents mentioned in Para 3 & 4 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 DIESEL GENERATOR FOR STATE HEALTH SOCIETY (TENDER NO. NRHM/ Procurement/ Generators/ 469/ 2011-12/5105) DUE AT 27.06.2011 up to 2.00 P.M & ADDRESSED TO MISSION DIRECTOR, NATIONAL RURAL HEALTH MISSION, STATE HEALTH SOCIETY

6. 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 bidder shall quote rate for Generators with AMF Panel and Generators with Standard Panel separately.
- c) The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, Excise Duty, Freight, Insurance, Installation / Commissioning etc and warranty maintenance for 3 years with breakdown of cost. VAT/CST should be indicated separately. No Road Permit will be issued by the purchaser.
- d) Any Civil / Electrical Works like foundation for the Generators shall be quoted separately.
- e) The landed price per unit including 3 years warranty, Civil Works like foundation plus charges for 5 years comprehensive / non comprehensive maintenance contract shall be the criteria for determining the L1 rate.
- f) Each page of the price bid shall be duly signed by the bidder with official seal.
- g) The bidder shall submit the price bid in a separate sealed cover superscribed as “ COVER ‘B’ ”, TENDER FOR SUPPLY OF DIESEL GENERATOR (TENDER NO. NRHM/ Procurement/ Generators/ 469/ 2011-12/5105) DUE AT 27.06.2011 up to 2.00 P.M & ADDRESSED TO MISSION DIRECTOR, NATIONAL RURAL HEALTH MISSION, STATE HEALTH SOCIETY, ASSAM, JANA PATH, H. N. – 16, KHANAPARA, GUWAHATI-22.

7. 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 DIESEL GENERATOR FOR STATE HEALTH SOCIETY (TENDER NO. TENDER NO. NRHM/ Procurement/ Generators/ 469/ 2011-12/5105) DUE AT 27.06.2011 up to 2.00 P.M & ADDRESSED TO MISSION DIRECTOR, NATIONAL RURAL HEALTH MISSION, STATE HEALTH SOCIETY, ASSAM, JANA PATH, H. N. – 16, KHANAPARA, GUWAHATI-22.

8. 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.

9. 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. Cover “A” shall be opened first followed by Cover ‘B’ when bidder or his authorized person may remain present if interested.

10. TENDER EVALUATION

Tenders will be evaluated with reference to various criteria and one of such criteria is that the rate per unit (landed price per unit including 3 years warranty, Civil Works like foundation plus charges for 5 years comprehensive / non comprehensive maintenance contract) for determining the L1 rate (Lowest rate). (Annex-IX) Conditional discounts shall not be taken into account for price comparison. However same shall be considered in case of placing order if the bidder happens to be L1.

11. 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.

12. 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.

13. 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 any tendered item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the purchaser and shall charge the reduced rates. The purchaser is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction of rates.
- c) Subject to the condition stipulated above, the prices shall remain **firm** for the validity period of tender and on no account any increase in price shall be entertained till completion of the tender period.
- d) No bidder will be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation/ typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

14. 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.

15. PERFORMANCE SECURITY DEPOSIT:

The successful bidder, within 15 days of receipt of Purchase Order, shall be required to submit Performance Security Deposit of 10% of the order value in the form of Performance Bank Guarantee in favour of the purchaser, valid for a period of 3 years from the date of completion of order. The Bank Guarantee shall be returned on completion of the Warranty period of the goods supplied/commissioned.

However, if the supplier fails to execute the order or fails to perform the services as per contract, in addition to other penal actions, the Bank Guarantee shall be encashed & the amount forfeited.

16. AGREEMENT

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

17. NON ASSIGNMENT

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

18. COMMUNICATION

All notices or communications relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the bidder if delivered to him or left at his premises, places of business or abode.

19. 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.

20. 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.

21. DELIVERY CONDITION

- a) The Generator shall be delivered & installed at different health institutions in Assam
- b) The supply of items and successful commissioning shall be completed **within the period mentioned in the Purchase Order.**
- c) The supply, installation, commissioning of the equipment and trial run have to be done at site by the supplier or his authorized representatives. No additional charges for these services shall be paid. The supplier or the Indian Agent shall be responsible for these services for imported items.
- d) The units as per order shall be handed over to the authorized representative(s) of the purchaser at the specified location and the same shall be duly receipted after installation, commissioning and satisfactory demonstration of full functioning of the unit.

22. PAYMENT TERMS

- a) **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 Bank Guarantee for Performance Security as per clause no. 15, relevant documents, test certificates, warranty certificates etc.**
- b) **Balance 10% payment shall be released on completion of the total supply and on successful operation of all the units for least 3 months. Payment for comprehensive and non comprehensive maintenance as the case may be for Annual Maintenance Contract after 3 years of warranty period shall be made annually i.e. after 4rd, 5th, 6th years and so on at the agreed rates.**

23. PENALTY FOR DELAY IN DELIVERY

- a) **In case there is delay in delivery beyond the stipulated period as mentioned in delivery clause, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.**
- b) **Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of EMD and Bank Guarantee for Performance Security and other penal provisions.**

24. FORCE MAJUERE

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

25. FRAUD & CORRUPTION:

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

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

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

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

26. LOCAL CONDITIONS

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

27. WAIVAL / ALTERATION ETC

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

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

28. 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.

29. 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.

30. LAWS GOVERNING THE CONTRACT & JURISDICTION

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

TECHNICAL SPECIFICATIONS

PARAMETERS	SPECIFICATION							
	75 KVA	100 KVA	125 KVA	160 KVA	200 KVA	250 KVA	380 KVA	500 KVA
ENGINE DATA								
RATED SPEED	1500 RPM							
NO. OF CYLINDERS	4 to 6					6 to 12		
TYPE OF CONSTRUCTION	IN LINE/V-TYPE							
METHOD OF STARTING	SOLENOID, 12/24 V ELECTRIC START							
ASPIRATION	TC/TCA							
COMPRESSION RATIO	15-18	15-18	16-18	15-18	14-17	14-17	14-17	14-17
ENGINE BHP	90-105	123-130	150-160	195-205	250-260	310-320	460-490	600-610
BRAKE MEAN EFFECTIVE PRESSURE	Should be quoted by the bidder							
COOLING SYSTEM								
METHOD OF COOLING	RADIATOR							
HEAT REMOVAL	WATER							
FUEL SYSTEM								
FUEL TANK LEVEL INDICATION	HSD							
LOW FUEL LEVEL LIMIT	TYPE LEVEL GAUGE ON FUEL TANK (MECHANICAL)							
FUEL TANK (DAY TANK) CAPACITY	SUITABLE FOR 12 HOURS RUNNING							
FUEL INJECTION PUMP	MICO/BOSCH/PLUNGER TYPE/Rotor Injection Pump							
FUEL CONSUMPTION	Should be quoted by the bidder at 50 % load, 75% load and 100% load in terms of LPH & SFC along with SFC Curve							
GOVERNOR	Should be quoted by the bidder							
LUBE OIL SYSTEM								
LUBE OIL CONSUMPTION	Should be quoted by the bidder							
Lube Oil Sum Capacity	Should be quoted by the bidder							
LUBE OIL CHANGE PERIOD	Should be quoted by the bidder							
EXHAUST SYSTEM								
EXHAUST SILENCER TYPE	RESIDENTIAL SILENCER							
EXHAUST NOISE LEVEL (WITH SILENCER) @ 1M	AS PER CPCB GUIDELINES							
ACOUSTIC ENCLOSURE	SHOULD BE CPCB APPROVED							
ALTERNATOR	BRUSHLESH/SHOULD BE AS PER IS STANDARD							
NO OF PHASES	3 PHASE							
TERMINAL VOLTAGE & FREQUENCY	415 V, 50 Hz							
OVERLOAD WITHSTANDCAPACITY	110%							
NATURAL EARTHING YES	YES							
POWER FACTOR	0.8							

DECLARATION**On****Manufacturing facilities / After Sales Service****Tender enquiry No.** _____

For supply of _____

1. Name of the bidder :
2. Full Postal Address :
3. Telephone No./Fax No. :
4. Email address :
5. Date of inception of business :
6. Registration no. & Date :
7. Issued by :
8. Valid till :
9. Details of manufacturing activity :
& item wise capacity
10. Detail of After Sales Service & AMC facilities available locally

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

12. Name of Govt. Departments/ Pvt. Institutions to which the bidder already supplied the items with quantity, value and supply period As per enclosure
13. Has the bidder ever been black listed by any govt. agency? If yes, give details.

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

Name of firm _____

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

Signature and seal of the Bidder _____

ANNUAL TURN OVER STATEMENT

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

Sl.No.	Year	Turnover_in Lakhs (Rs)
1.	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

Date :

Seal :

Signature of Auditor/
Chartered Accountant
(Name in Capital)

UNDERTAKING

To

Tender enquiry No. _____

For supply of _____

Sir,

1. I, Shri _____, on behalf of M/s _____ having registered office at _____, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office ofto supply The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of (hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.
4. We undertake and confirm that
 - a) COMPREHENSIVE WARRANTY: The medical equipment, supplied shall be covered under comprehensive warranty for a period of 3 years from the date of commissioning and any maintenance or repair arising during this period of 3 years including replacement of parts, consumables if any, shall be carried out by us at our own cost without any cost liability on the purchaser.

- b) ANNUAL MAINTANANCE CONTRACT (AMC): We have quoted the %age rates for the Comprehensive Annual Maintenance of the equipment tendered, after expiry of warranty period of 3 years, for a period of 5 years, in the price bid. We note that **Price bids without AMC rates shall not be considered for evaluation.**

We have also quoted annual maintenance charges for next 5 years both on comprehensive basis including spares and only for services without spares separately. These rates shall be valid for acceptance by the purchaser, till 5 years from commissioning of the equipment.

- c) Authorization from Equipment Manufacturer: We shall furnish authorization from the manufacturer legally enforceable undertaking to the Purchaser in appropriate format assuring full guarantee/ warranty obligations valid for a period of 3 years from the date of commissioning of the supplied equipment. We also confirm that we shall provide Comprehensive Annual Maintenance Services directly or through the manufacturer for at least 5 years after expiry of warranty period of 3 years, in terms of Annual Maintenance Contract to be entered into between us/ Manufacturer and the Purchaser. Further we agree to provide Annual Maintenance services for next 5 years by similar arrangement and in line with (b) above.
- d) Response Time for Breakdown Calls: Maintenance personnel shall attend to the breakdown within 72 hrs of reporting the fault.
- e) Preventive Maintenance: During the warranty period and AMC, in addition to attending break down calls, there shall be regular quarterly preventive maintenance visits.
- f) Operation & Maintenance Manuals: We shall furnish for each unit 2 sets of operation & maintenance manuals along with circuit diagram and spare parts list of the equipment.
- g) Installation, Commissioning & Warranty Service: Supply, installation, commissioning and successful trial run of the equipment & subsequent, warranty servicing shall be done at site by us or our authorized agent at no extra charge.
- h) Training: If required, free demonstration, operation and maintenance training of the assigned personnel at site shall be provided by us.

5. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
6. We hereby undertake to pay the **penalty** as per the terms and conditions of the contract for delayed supply of the ordered items.
7. We agree to accept the amount of the bill to be paid by the purchaser after completion of all codal formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
8. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
9. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
10. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
11. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF :

THE FIRM

SEAL :

UNDERTAKING ON FRAUD AND CORRUPTION

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

Sd/-

Signature of proprietor/Partner/Director
Designation:

Seal:

FOR COVER 'A' –UNPRICED BID

Tender No._____

A. List of Equipments / Items

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

Tender No. & Date _____

A. Details of Bidder

Bidder

Offer Ref

Telephone No.

Fax No.

Contact Person:

Signature:

E-mail:

B. Definitions

1. "Purchaser" means or his authorized representative.
2. "Bidder" or Bidder means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
3. "Vendor" or "Supplier" means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. "Site" means the premises of the purchaser or any other place as decided by the purchaser.

NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced bid, Bid 'A'. Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexures to this questionnaire.

Sl. No.	Description	<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 installed and commissioned at site basis including packing & forwarding (P & F) all duties and taxes viz. Excise Duty, Sales Tax/VAT, freight, insurance, installation & commissioning at site.	
3.	Confirm furnishing of detail price break-up of each item showing all components of cost separately with basic price of equipment and other costs on %age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and duties within the Contractual delivery period shall be borne by the purchaser.	
5.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by 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 commissioning and acceptance of the installed equipment 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 Majuere-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.	a) Confirm that erection, commissioning, trial run and handing over to the purchaser, after successful commissioning is your responsibility at no extra cost. b) Specify facilities (if any), like water supply/ electric power to be provided by the purchaser for commissioning of the equipment.	
16.	Packing / forwarding, transportation, loading/ unloading and insurance are your responsibility. However, to protect the equipment from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing & lifting arrangement. Pl confirms compliance.	
17.	The material / equipment shall be guaranteed against any and all defects in design, workmanship, material & performance for a period of 3 years from the date of commissioning and handing over to the purchaser. Should any defect detected or develop during the guarantee period, it shall be remedied promptly free of cost by the supplier and all expenses including transportation of goods necessitated for such repair and replacement shall be done by the	

	supplier. Pl confirm acceptance.	
18.	Confirm that Performance Bank Guarantee shall be furnished for 10% of the total order value valid till guarantee period of the goods.	
19.	Confirm your acceptance to enter into an agreement with the purchaser, for Comprehensive Annual Maintenance Contract for at least 5 years after expiry of guarantee / warranty period of the goods. Confirm that the AMC changes on %age basis have been quoted in you price bid.	
20.	Confirm acceptance of Part order.	
21.	Confirm acceptance of Repeat order within 12 months from the date of basic order at same price and terms & conditions.	
22.	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be dispatched within 30 days from the date manufacture.	
23.	It is noted that the purchaser would disown any responsibility / liability toward irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
24.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Condition indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
25.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, during execution of the order, without resorting to any fraud, corruption and/or coercion.	
26.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

Signature :

Seal :

ANNEXURE-VIII

FORM OF CONTRACT AGREEMENT

This Deed of Agreement is made on this day of..... 2008 at the National Rural Health Mission, Jana Path, House No. 16, Khanapara-22 between the Office of the Mission Director, National Rural Health Mission, Jana Path, House No. 16, Khanapara-22 herein after called the 'Purchaser' which includes its successors and assigns and the Jt. Director of Health Services of the district where the machines will be supplied hereinafter called the 'Hospital Authority' on the First Part and the authorized representative of the firm and signatories of this Agreement hereinafter called "..... the 'Supplier' on the Second Part

AND

Where the aforesaid 'Purchaser' has agreed to place order for supply, installation and commissioning of 5KVA /10 KVA /20 KVA /30 KVA *Silent Diesel Generator Set* described in detail as the specifications of the equipment of vide order no. Dt..... This order with detailed specification of the *Silent Diesel Generator Set* shall be treated as part of this Agreement.

AND

Whereas the 'Supplier' the second part has agreed to supply the aforesaid machine to the 'Purchaser' under the terms and conditions as specified in the purchase order.

AND

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

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

- 1. That the 'Supplier' shall furnished Bank Guarantee/ Call Deposit @10% (ten percent) on the basic value of the machine as 'Security Deposit' in favour of the Mission Director, NRHM along with the letter of Indent (LOI) and shall remain valid for the entire warranty period from the date of commissioning and it will be released after completion of the same.
 - a) The performance security deposit shall be forfeited in case of infringement of any terms & conditions of contract or in case of failure to complete the job/supply within stipulated time schedule agreed in the contract.
- 2. 90% payment will be made on supply and installation of the equipments at the specified sites with certificate of satisfactory installation and commissioning from the concerned Authority and balance 10% will be released on expiry of warranty period or against BG.
- 3. The Supplier shall give 'Warranty' for a period of three years from the date of installation and handing over the machine to the Hospital Authority.

Cont.....

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- 4. During the 'warranty' period, it will be sole responsibility on the part of the to keep the machines in running condition. The replacement / repair of the defective equipment will be done 'Free of cost' during warranty period.
- 5. Whenever the 'Machine' goes out of order, it would be attended by the Service Engineer of Supplier within 48(forty eight) hours from the date of receipt of information by an Engineer stationed at Guwahati. However, it will be the responsibility of the Hospital Authority to inform the Engineer stationed at Guwahati or at the office of M/s..... by Fax/Speed post/Registered letter/courier immediately as soon as the disorder is detected. In case of failure in installation and commissioning of the machines at specified location and trouble free service during the warranty period, the Supplier the 2nd Party has agreed to pay the penalty @ 1% (one percent) of the cost of the equipment and not less than Rs. 500.00 (Rupees five hundred) per day of default in attending and correcting the fault thereof within 48 hours from the date of information by phone /fax/ letter whichever is earlier.
- 6. That, any disputes arising out of the fulfillment of the terms and conditions incorporated in this Agreement for supply, installation commissioning and maintenance of the machine shall be subjected to the jurisdiction of the Gauhati High Court in Guwahati, Assam only and not to any other Court.

7. That, this Agreement is signed on this Day of by the parties swearing in the name of Justice and Faithfulness.

FIRST PARTY

SECOND PARTY

ANNEXURE-IX

FOR COVER 'B' – PRICED BID

Tender No. _____

A. List of Equipments/ Items

SCHEDULE OF RATES

Schedule No.	Sr. No.	Description	Qty	Unit	Total landed Cost	VAT /CST	AMC for 5 years after 3 years of installation		AMC to another 5 years	
							Comprehensive (without spare parts)	Comprehensive (with spare parts)	Comprehensive (without spare parts)	Comprehensive (with spare parts)

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) Special Condition of Contract
 - (c) General Condition of Contract
 - (d) Technical Requirements (including Technical Specifications)
 - (e) The Supplier’s bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) [Add here: **any other documents**]

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed: _____

In the capacity of [insert: **title or other appropriate designation**]

In the presence of _____

For and on behalf of the supplier

Signed: _____

In the capacity of [insert: **title or other appropriate designation**]

In the presence of _____