

TENDER FOR SUPPLY OF DISPOSABLE NORMAL DELIVERY KIT

SL. NO.:

Issued To M/s. _____

NOT TRANSFERABLE

NATIONAL RURAL HEALTH MISSION, ASSAM



TENDER FOR SUPPLY OF DISPOSABLE NORMAL DELIVERY KIT NATIONAL COMPETITIVE BIDDING

TENDER REFERENCE : **NRHM/ DD KIT /573/2011-12**

DATE OF COMMENCEMENT OF
SALE OF TENDER DOCUMENT : **08-12-2011**

LAST DATE FOR SALE OF
TENDER DOCUMENT : **20-12- 2011**

LAST DATE & TIME OF RECEIPT
OF TENDER : **21-12-2011, 2.00 PM**

TIME AND DATE OF OPENING
OF TENDER (Technical Bid) : **21-12-2011, 3.00 PM**

PLACE OF OPENING OF TENDER : Office of the Mission Director, National Rural Health Mission,
Jana Path, House No. 16, Khanapara, Guwahati-781022, Assam

ADDRESS FOR COMMUNICATION : Mission Director, National Rural Health Mission,
Jana Path, House No. 16, Khanapara, Guwahati-781022, Assam

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

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STATE HEALTH SOCIETY, ASSAM GIWAHATI: ASSAM

Ref: NRHM/ DD KIT /573/2011-12

1. INTRODUCTION –

Sealed tenders in **TWO BID SYSTEM** affixing Court Fee Stamp of Rs 8.25 only are invited by State Health Society, Assam, for the supply of Disposable Normal Delivery Kit as per enclosed Technical Specifications sheet and terms & conditions described hereunder, from reputed and experienced manufactures/authorized distributors of similar items and shall be received till 21-12-2011 up to 2.00 P.M The tender will be received by Speed Post / Registered Post / Courier Services / in person in sealed cover addressed to “**Mission Director, National Rural Health Mission (NRHM), State Health Society, Jana Path, House No. 16, Khanapara, Guwahati-781022, Assam.**” Tender received after the closing date & time shall not be entertained. The Mission Director NRHM Assam shall not be responsible for any postal delay.

2. ELIGIBILITY CRITERIA –

- a. Bidder shall be a manufacturer / authorized distributor of equipment/items similar to ones specified in the enclosed Technical Specifications sheet and having requisite experience in supplying such items to Government Institutions and Hospitals/Public Sector Units etc for past three years.
- c. The Annual Average Turnover of the bidder during last 3 financial years ending 31st March of the previous financial year shall not be less than Rs 5.0 crores.
- e. Supply shall be affected directly by the bidder and in case of manufacturers they may authorize their distributors to supply the items at their quoted price.

3. GENERAL CONDITIONS

- a) Tender/Bidding document can be obtained from the office of the Mission Director, National Rural Health Mission, Janapath, House No. 16, Khanapara, Guwahati-781022 Assam, after depositing non – refundable fee of **Rs. 500/-** (Five Hundred only) in the form of a Demand Draft / Bankers Cheque in favour of **State Health Society, Assam**, payable at Guwahati from 08-12-2011 to 20-12-2011. The bidding document may be obtained during office hours on all working days. The bidding document may also be downloaded from the official website www.nrhmassam.in from 08-12-2011 up to 2 P.M of 20-12-2011. The bidder who has

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downloaded the bidding document from the website has to pay Rs 500/- (non – refundable) in the form of Demand Draft / Bankers Cheque in favour of **State Health Society, Assam**, along with his bid.

- b) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the bid document and court fee stamp of Rs 8.25.
- c) Bids shall be opened in presence of bidders or their representatives who intend to witness the opening, 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 they so desire, may obtain further information from the office of the authority inviting tender.

4. TECHNICAL BID “COVER ‘A’”

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

- a) Bids must be accompanied by **EARNEST MONEY DEPOSIT (EMD)** in the form of Demand Draft/Bankers Cheque in favour of **State Health Society, Assam**. EMD submitted in any other form or bids without EMD shall not be entertained. **The amount of EMD shall be Rs 20 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 amount 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) Bids must be accompanied by a **Sample of the Disposable Normal Delivery Kit** containing all

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the items mentioned in the Technical Specifications sheet. The sample submitted must bear the Tender Reference No. ,Name of the Bidder and the inscription "Sample of Disposable Normal Delivery Kit". No subsequent replacement, after submission of sample, will be allowed.

- c) Declaration on details of manufacturing facilities etc, along with non - conviction certificate (Refer **Annexure I**)

- d) Details of supplies made during the last 3 financial 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.

- e) To confirm that in case the equipment/item is covered under DGS&D rate contract, whether the rate quoted in this tender is under the valid rate contract. If not, the reason thereof.

- f) Annual Turn Over Statement for the last 3 financial years i.e. 2008 – 2009, 2009 – 2010 & 2010 - 2011 along with statement of concurrent commitment in the specified format (Refer **Annexure III**) certified by the Auditor/ Chartered Accountant.

- g) Current & Valid Sales Tax Clearance Certificate/ VAT Certificate as on 31.03.2011.

- 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/items being offered.

- l) The List of items quoted shall be furnished in **Annexure - VI**. The list shall specifically indicate the make/ model no, manufacturer and brand name (if any) along with technical specifications.

- m) Agreed Terms & Conditions **Annexure VII**

- n) Manufacturer's authorization form (wherever necessary) **Annexure VIII**

ALL THE ABOVE DOCUMENTS MENTIONED UNDER PARA 3 SHALL BE SUBMITTED IN A SEPERATE SEALED COVER SUPERSCRIPED AS "COVER 'A' ", TENDER FOR SUPPLY OF DISPOSABLE DELIVERY KIT (TENDER NO. NRHM/ DD KIT /573/2011-12 ADDRESSED TO MISSION DIRECTOR, NATIONAL RURAL

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HEALTH MISSION, STATE HEALTH SOCIETY

5. PRICE BID "COVER 'B'"

- a) Bid shall be typed or hand written in the form at **Annexure X**. Correction, if any, in the bid shall invariably be attested with full signature by the bidder with date, failing which the bid shall be considered ineligible for evaluation.
- b) The bidder shall quote individual rate for each item in the Disposable Normal Delivery Kit and state the total of all items put together in the Kit.
- c) The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, Excise Duty, Taxes, Freight, Insurance and any other charges. The amount of Tax/CST/VAT included in the rate quoted per unit should be indicated separately. No Road Permit will be issued by the Purchaser.
- d) Each page of the price bid shall be duly signed by the bidder with official seal.
- e) The bidder shall submit the price bid in a separate sealed cover superscripted as **"COVER 'B' "**, **TENDER FOR SUPPLY OF DISPOSABLE NORMAL DELIVERY KIT (TENDER NO. NRHM/ DD KIT /573/2011-12** ADDRESSED TO MISSION DIRECTOR, NATIONAL RURAL HEALTH MISSION, STATE HEALTH SOCIETY, ASSAM, JANA PATH, HOUSE NO. – 16, KHANAPARA, GUWAHATI-781022, ASSAM.

6. SUBMISSION AND OPENING OF BIDS

- a) **The Cover 'A' and Cover 'B' shall be separately sealed and both these covers shall be put in another sealed cover superscripted as "TENDER FOR SUPPLY OF DISPOSABLE NORMAL DELIVERY KIT (TENDER NO. NRHM/ DD KIT /573/2011-12 DUE ON 20-12-2011 up to 2.00 P.M and addressed to MISSION DIRECTOR, NATIONAL RURAL HEALTH MISSION, STATE HEALTH SOCIETY, ASSAM, JANA PATH, HOUSE NO. – 16, KHANAPARA, GUWAHATI-781022, ASSAM.**
- b) 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.
- c) Cover "A" shall be opened first in presence of bidders or their authorized representatives. The qualified bidders after evaluation of the technical bids (Cover A) will be intimated about

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the date and place of opening of the price bids (Cover B) where bidder or his authorized representative may be present.

7. TENDER EVALUATION

- a) Samples submitted by bidders along with their Technical Bids will be evaluated for acceptance and only the offers of bidders whose samples have been accepted will be considered for further evaluation. Price bids will not be opened in respect of bidders whose samples are found unacceptable.
- b) Tenders will be evaluated with reference to various criteria and one such criterion is the price per unit (landed price per unit) for determining the L1 (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.
- c) The individual rate of all the items put together in the Disposable Delivery Kit will be added and the total value will be considered to arrive at the L1 price.

8. 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 for an extension of bid validity period. A bidder may refuse extension request without forfeiting the EMD.

9. VALIDITY OF TENDER

The validity of offer of the successful bidder shall be at least 2 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.

10. REASONABILITY OF RATES/ FIRM PRICE

- a) The bidder shall certify that the rates quoted are lower than MRP of the item. If the bidder is stockiest / distributor/ dealer, he shall confirm that the price quoted are based on manufacturer's list price with appropriate discount & shall enclose manufacturer's price list or priced quotation in support of his claim.
- b) During the period of the contract, if the price of any tendered item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the purchaser and shall charge the

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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 revision on such plea shall not be entertained after opening of the bid.

11. AGREEMENT

The successful bidder shall execute an agreement on non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the bidder) as per proforma at **Annexure IX** within 7 days from the date of issue of purchase order.

12. PERFORMANCE SECURITY DEPOSIT

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

13. 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.

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14. 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 whatsoever.

15. 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.

16. 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.

17. DELIVERY CONDITION

The Disposable Delivery Kits shall be delivered at Office of the Mission Director, Jana Path, House No. 16, Khanapara, Guwahati-781022, Assam. The supply of items shall be completed **within the period mentioned in the Purchase Order.**

18. PAYMENT TERMS

No advance payment shall be made. 100% payment shall be made after successful completion of every 50,000 kits of the total order quantity and on submission of bill and other relevant documents, test certificates etc.

19. 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.

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Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and Bank Guarantee for Performance and other penal provisions.

20. FORCE MAJEURE

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, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the 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.

21. FRAUD & CORRUPTION:

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during execution of 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 execution of supply order/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**.

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22. 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.

23. 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 including failure to furnish requisite EMD and/or Tender Fee.

24. ADJUDICATION/REVIEW BOARD

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

25. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

26. LAWS GOVERNING THE CONTRACT & JURISDICTION

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

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27. TECHNICAL SPECIFICATION

Disposable Normal Delivery Kit			
Sl. No.	Items	Unit	Quantity
1	Gown	No	1
2	Shoe Cover	Pairs	2
3	Cap	Pairs	2
4	Mask	Pairs	2
5	Gloves (Rubber) size-7	Pairs	1
6	Gloves (Rubber) size-7.5	Pairs	1
7	Couch Sheet	No	1
8	Perinal Sheet	No	1
9	MOPS	No	2
10	Umbilical Cord Clamp	No	1
11	Baby Receiving Sheet	No	1
12	Small Wipe	No	2
13	Big Wipe	No	1
14	Kelley's Pad Sheet (With Collection Pouch)	No	1
15	Placenta Bag	No	1
16	Maternity Drape Sheet	No	1
17	Mucus Extractor (Disposable)	No	1

NB: All the above items to be packed in a robust plastic cover bearing NRHM logo and the inscription "NRHM, ASSAM SUPPLY, NOT FOR SALE". The contents of the kit should also be displayed on the cover.

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28. ANNEXURE I: Declaration on Manufacturing facilities / After Sales Service

Tender enquiry No. _____

For supply of _____

1. Name of the bidder :
2. Full Postal Address :
3. Telephone No. /Fax No. :
4. Email address :
5. Date of inception of business :
6. Registration no. & Date :
7. Issued by :
8. Valid till :
9. Details of manufacturing activity & item wise capacity :
12. Name of Govt. Departments/ Pvt. Institutions to which the bidder already supplied the items with quantity value and supply period As per enclosure
18. Has the bidder ever been black listed by any govt. agency? If yes, give details.
14. Are any cases pending in the court related to any supplies? If yes, give details
15. Does the firm have the adequate facilities for Inspection and quality control? Please give details

I, _____ Prop./partner/Director of M/s

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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 is 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 bidder_____

Address_____

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29. ANNEXURE II: PROFORMA FOR PERFORMANCE STATEMENT

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 _____

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30. 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.

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

Total - Rs. _____ Lakhs.

Average turnover per annum - Rs. _____ Lakhs.

Concurrent Commitment

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

Date :

Seal :

Signature of Auditor/
Chartered Accountant
(Name in Capital)

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31. ANNEXURE IV: UNDERTAKING

To

Tender enquiry No. _____

For supply of _____

Sir,

1. I, Shri _____, on behalf of M/s _____ having registered office at _____, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office ofto supply The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of (Hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us..
 - a) Authorization from Manufacturer: We shall furnish authorization from the manufacturer legally enforceable undertaking to the Purchaser in appropriate format obligations valid for a period of 3 years from the date of supply of the supplied equipment.
4. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.

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

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF :

THE FIRM

SEAL :

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32. ANNEXURE V: 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:

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33. ANNEXURE VI: FOR COVER 'A'- UNPRICED BID

Tender No. _____

A. List of Equipments / Items

Schedule No.	Sr. No.	Description	Qty	Price Quoted / Not Quoted	Technical Specification attached / Not attached
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Signature and seal of the Bidder _____

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

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

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	C. Technical	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that equipment catalogue and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished in Cover A	
	D. Commercial	

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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 inclusive of packing & forwarding charges, freight, insurance and all duties and taxes viz. Excise Duty, Sales Tax/VAT.	
3.	Confirm furnishing of detail price break-up of each item showing all components of cost separately with basic price of equipment and other costs on %age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and duties within the Contractual delivery period shall be borne by the purchaser.	
5.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by supplier.	
6.	If clause 5 above is not acceptable, advice maximum possible rate of ED chargeable; this shall be loaded to your price.	
7.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	
8.	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order of value.	
9.	Indicate Firm Delivery Period, which shall be counted from the date of placement of order.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
18.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriate discount (Copy of Price list to be enclosed).	
16.	Packing / forwarding, transportation, loading/ unloading and insurance are supplier's responsibility. However, to protect the equipment/items from physical damages and/or deterioration due to weather during transit,	

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	supplier to ensure proper packing & lifting arrangement. PI confirm compliance.	
17.	The material / equipment shall be guaranteed against any and all defects in design, workmanship, material & performance for a period of 3 years from the date of supply to the purchaser. Any defect detected or developed 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. PI confirm acceptance.	
18.	Confirm that Performance Bank Guarantee shall be furnished for 10% of the total order value valid till guarantee period of the goods.	
20.	Confirm acceptance of Part Order.	
21.	Confirm acceptance of Repeat order within 18 months from the date of initial 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 & Conditions 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 :

TENDER FOR SUPPLY OF DISPOSABLE NORMAL DELIVERY KIT

35. ANNEXURE VIII: MANUFACTIRER'S AUTHORIZATION FORM

NO. _____ DATED _____

To,

Dear Dir,

Bid Ref. No. _____

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

possessing manufacturing License No. _____ dated _____

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

- 1.
- 2.

(Attach Separate sheet if necessary)

Signature and seal of the Bidder _____

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36. ANNEXURE IX: FORM OF CONTRACT AGREEMENT

This Deed of Agreement is made on this..... day of..... 2011 at National Rural Health Mission, Guwahati, Assam between the office of Mission Director, National Rural Health Mission, Jana Path, House No. 16, Khanapara, Guwahati-781022, Assam herein after called the 'Purchaser' on the First Part and the authorized representative of the firm M/s..... Address.....and signatories of this Agreement hereinafter called 'Supplier' on the Second Part.

AND

Where the aforesaid 'Purchaser' has agreed to place order for supply of Disposable Delivery Kit described in detail in the purchase order no.
Dated..... This order with detailed specification of the items shall be treated as part of this agreement.

AND

Whereas the 'Supplier' has agreed to supply the aforesaid items 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 not, at any time, assign, sub-let or make over the purchase order/contract or the benefit thereof or any part thereof to any other person or persons whatsoever.
2. That the 'Supplier' shall furnish Bank Guarantee of 10% (ten percent) of the basic value of the order as 'Performance Security Deposit' in favour of the Mission Director, NRHM, Assam which shall remain valid for a period of one year from the date of purchase order. This 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 specified in the purchase order.
3. That 100% payment will be made to Supplier after successful completion of supply of every 50,000 kits of the total order quantity and on submission of bills and other relevant documents, test certificates etc.
4. That in case there is delay in delivery of goods beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.

TENDER FOR SUPPLY OF DISPOSABLE NORMAL DELIVERY KIT

5. That any dispute arising out of or during execution of the purchase order shall be settled with mutual agreement through an Adjudication/Review Board appointed by the Purchaser .
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 items (if required) shall be subject 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

Witness:

Witness:

TENDER FOR SUPPLY OF DISPOSABLE NORMAL DELIVERY KIT

37. ANNEXURE X: FOR COVER 'B'- PRICE BID

Tender No. NRHM/ DD KIT /573/2011-12

List of Equipments/ Items

SCHEDULE OF RATES

Description	Unit	Quantity	Rate per Unit (Basic price) Rs figures and in words	VAT/ST percent	Total value i.e. landed value in Rs figures and in words
Disposable Normal Delivery Kit containing following items					
a) Gown	NO	1			
b) Shoe Cover	pairs	2			
c) Cap	pairs	2			
d) Mask	pairs	2			
e) Gloves (Rubber) size-7	pairs	1			
f) Gloves (Rubber) size-7.5	pairs	1			
g) Couch Sheet	NO	1			
h) Perinal Sheet	NO	1			
i) MOPS	NO	2			
j) Umbilical Cord Clamp	NO	1			
k) Baby Receiving Sheet	NO	1			
l) Small Wipe	NO	2			
m) Big Wipe	NO	1			
n) Kelleys Pad Sheet (With Collection Pouch)	NO	1			
o) Placenta Bag	NO	1			
p) Maternity Drape Sheet	NO	1			
q) Mucus Extractor (Disposable)	NO	1			

TOTAL Rs

Rs

Signature and seal of the Bidder _____