



**OFFICE OF THE MISSION DIRECTOR
NATIONAL HEALTH MISSION, ASSAM
SAIKIA COMMERCIAL COMPLEX, SHRINAGAR PATH, CHRISTIANBASTI,
G.S ROAD, GUWAHATI 781005**

**TENDER FOR SUPPLY OF PELVIC MODEL
(NATIONAL COMPETITIVE BIDDING)**



**OFFICE OF THE MISSION DIRECTOR
NATIONAL HEALTH MISSION, ASSAM
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,
G.S ROAD, GUWHATI 781005**

Website : www.nrhmassam.in

e-mail : misnrhm.assam@gmail.com

TENDER NO: NHM/PROC/MH/P_MOD/2826 /2016-17/Part A/12027

Date: 23/11/2016

TENDER FOR SUPPLY OF PELVIC MODEL

(NATIONAL COMPETITIVE BIDDING)

Date of sale of Tender Document :24/11/2016

Pre-bid Meeting :30/11/2016 at 3.00pm

Last Date and Time of receipt of Tender : 15/12/2016 till 2 pm

Date and Time of opening Tender : 15/12/2016 at 3 pm

Place of opening Tender. : Office of the Mission Director,
National Health Mission, Saikia
Commercial Complex, Srinagar
Path,Christianbasti, G.S Road,
Guwahati-781005, Assam.

Address for Communication :Mission Director, NationalHealth
Mission, Saikia Commercial Complex,
Srinagar Path, Christianbasti, G.S
Road, Guwahati-781005, Assam.

Cost of Tender Documents in Demand Draft : Rs 2000/-(Rupees Two Thousand)
only in the form of Demand Draft in
favour of "State Health Society,
Assam"



OFFICE OF THE MISSION DIRECTOR
National Health Mission, Assam
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,
G.S ROAD, GUWAHATI-781005

TENDER NO: NHM/PROC/MH/P_MOD/2826 /2016-17/Part A/12027

Date:23/11/2016

TENDER FOR SUPPLY OF PELVIC MODEL

Sealed tenders in Two Bid System (Technical Bid & Price Bid in separate sealed envelopes) affixing court fee stamp of Rs 8.25 (or IPO of Rs 10/- for bidders located outside the State of Assam) only, are invited from manufacturers or authorized distributors/dealers for “**SUPPLY OF PELVIC MODEL**” to different Health Institutions.

1. LAST DATE FOR RECEIPT OF TENDERS.

Sealed Tenders in two separate covers {Technical bid (Cover “A”) and Price Bid (Cover “B”)} will be received up to 15/12/2016 till 2.00 PM by the Mission Director, National Health Mission, Saikia Commercial Complex, Shrinagar path, Christianbasti, G.S. Road, Guwahati-781005, Assam.

2. IMPORTANT NOTES:

- a) The bidder shall quote prices in Indian Rupees only, on FOR destination basis.
- b) Delivery of the ordered items shall be affected at the District Drug Ware Houses or the designated Health Institutions spread over 27 districts in Assam.
- c) Arrangement of Road Permits for dispatch of consignments shall be the responsibility of the successful bidder (s).
- d) There is no guarantee on the quantity of items to be supplied during the tenure of any contract arising out of this tender. The successful bidder (s) will be called upon to supply the items in such quantities as would be required from time to time during the contract period based on actual need assessed by NHM Assam.
- e) A pre-bid meeting with prospective bidders will be held on 30/11/2016 at 3 PM at the conference hall of National Health Mission, Guwahati, Assam.

3. ELIGIBILITY CRITERIA

- A. Bidder shall either be a manufacturer or a distributor/dealer having experience of supplying Manikins, Simulators & Training Models to Medical institutions.
- B. Average Annual Turnover of the bidder in the last three financial years i.e. 2013-14, 2014-15 & 2015-16 from sales of Manikins, Simulators & Training Models to Medical institutions shall not be less than **Rs 25.00 Lakhs (Twenty Five Lakhs) only.**
- C. Manufacturer participating as bidder or manufacturer from whom the tendered

items would be sourced by the dealer should have an average Annual Turnover of **Rs 500.00 Lakhs (Five Hundred Lakhs) only** in the last three financial years i.e. 2013-14, 2014-15 & 2015-16.

- D. Manufacturer of Manikins, Simulators & Training Models to Medical institutions should have valid certification as mentioned in Annexure XII (Technical Specifications cum Compliance Statement).
- E. Bidder shall have experience in supply of Manikins, Simulators & Training Models to Medical institutions in the last 3 (three) financial years and value of a single order for similar items executed for a Govt. organization during this period should be at least Rs 3.00 Lakhs.
- F. Bidder should have experience & knowledge of modes of packing, distribution & transportation of such items under any weather conditions.
- G. Company/Firm/Manufacturer which has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization shall not be allowed to participate in the tender during the period of blacklisting.

4. GENERAL CONDITIONS.

- (I) The quantity of each item indicated in the bid document at **Annexure XII** is tentative and subject to change depending on actual requirement.
- (II) Tender document may be obtained from the office of Tender Inviting Authority during office hours. The bid document may also be downloaded from the official website- www.nrhmassam.in. The bidder who has downloaded the Bid document from the website will be required to deposit Rs 2000/- (non – refundable) in the form of Demand Draft drawn in favour of “State Health Society, Assam” while submitting the tender document. Tender document without fee of Rs 2000/- will not be accepted.
- (III) All tenders must be accompanied by Earnest Money Deposit as specified in the relevant clause of the bid document.
- (IV) Tenders will be opened in the presence of bidders / authorized representatives who choose to attend on the specified date and time as stipulated in the tender document.
- (V) At any time prior to the date of submission of tender, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by an amendment. All prospective bidders who have received the tender document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.
- (VI) Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- (VII) Price Preference/ Purchase Preference to PSUs / SSI Units shall not be applicable.
- (VIII) When a bidder specifies name of the manufacturers of different products in the format at **Annexure VII**, all required documents of each manufacturer should invariably be furnished, failing which the bid would be summarily rejected.

5. TECHNO-COMMERCIAL BID - COVER “A”

The Bidder should furnish the following documents in a separate cover hereinafter called **“Cover A”**.

A. **Court Fee Stamp/IPO and Tender Document Fee**

Court fee stamp of Rs 8.25 (or IPO of Rs 10/- for bidders located outside the State of Assam). Tender document fee of Rs 2000.00 in the form of a Demand Draft in favour of “**State Health Society, Assam**” payable at Guwahati should be submitted.

B. **Earnest Money Deposit (EMD)**

Earnest Money Deposit shall be Rs **38,000.00** only in the form of Demand Draft/Banker’s Cheque favoring “**State Health Society, Assam**”, payable at Guwahati. Earnest Money Deposit in the form of Cheque / Cash / Postal order will not be accepted. Earnest Money Deposit will not earn any interest. The Earnest Money Deposit of the successful Bidder may, at the discretion of Tender Inviting Authority be adjusted towards the Security Deposit payable by the Bidder.

C. **Constitution of Company of Bidder:**

Documentary evidence regarding constitution of the company /concern such as Memorandum of Articles of Association, Partnership Deed etc. with details like Name, Address, Telephone Number, Fax Number, E-mail Address of the firm with names of the Managing Director / Partners / Proprietor should be submitted.

D. **Manufacturing License**

Attested/notarized copy of valid Manufacturing License issued by the competent Licensing Authority for the products quoted.

E. **Import License of Bidder:**

Attested photocopy of the Import License must be submitted, if the items are imported. The license must have been renewed up to date. A copy of a valid license for the sale of Manikins, Simulators & Model to Medical instruments imported by the firm issued by the licensing authority shall also be enclosed.

F. **Power of Attorney of Bidder:**

Instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to be enclosed with the bid and such authorized officer should sign the bid documents.

G. **Undertaking of Bidder and Manufacturer:**

Undertaking in the form at **Annexure-I A &Annexure-I B**

H. **Manufacturer’s Authorization:**

Authorization from Manufacturer to the bidder as per **Annexure –II**

I. **BS EN ISO 13485/IEC 17050-1:2010 Certificate:**

Attested copies of all valid certificate(s) (only of manufacturers whose products have

been offered) as mentioned in **Annexure XII** should be enclosed.

J. Annual Turnover of the Bidder:

Annual turnover statement from sales of Manikins, Simulators & Model to Medical instruments for last three financial years i.e. 2013-14, 2014-15 & 2015-16 in the format given in **Annexure-III A & B** certified by the Auditor/Chartered Accountant. **It is to be noted that such statement of both the bidder and the manufacturer (in case the bidder is not a manufacturer) must be submitted.**

Certificate of Auditor/Chartered Accountant must be accompanied by attested/notarized copies of audited "Profit & Loss Statement" and "Balance Sheet" of last three financial years (2013-14, 2014-15 & 2015-16). These statements will not be required for overseas manufacturers.

K. Execution of similar contracts of Bidder:

Details of supplies Manikins, Simulators & Model to Medical instruments made during the last 3 financial years with summary of Purchase Orders and Performance Certificates issued by clients in the specified format (Refer **Annexure IV**). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any for the last 3 financial years should be highlighted. Attested/notarized copies of orders/contracts for similar items including one single order of value at least **Rs 3.00 Lakhs** executed for a Government Organization during the last 3 financial years should also be submitted.

L. Sales Tax Clearance Certificate of Bidder:

Sales Tax Clearance certificate should be enclosed, as on 31st March of last financial year (as per format at **Annexure-V**). Sales Tax Clearance of last financial year in any other format of the concerned State will also be considered.

M. Details of manufacturing unit (of Manufacturer)

Details of Manufacturing Unit in the specified format (Refer **Annexure VI**) should be enclosed. The details containing the name & address of the premises where the items are actually manufactured should be submitted.

N. List of Items Quoted

The List of items quoted shall be furnished as per **Annexure -VII**. The list shall specifically indicate manufacturer's name along with warranty period offered for each item.

O. Undertaking on Fraud & Corruption of Bidder:

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

P. Agreed Terms & Conditions of Bidder:

Agreed Terms & Conditions as per **Annexure IX**

Q. **Signature & Seal on each page**

The tender document signed by the Bidder in all pages with office seal.

R. **Checklist of documents**

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

S. **Technical cum Compliance Statement Sheet:**

Technical cum Compliance Statement Sheet to be submitted **by the manufacturer** in the format at **Annexure XII**. Bids without Technical cum Compliance Statement Sheet certified by the manufacturer will be disqualified.

The above documents should be sealed in a separate cover superscribed as "**TECHNICAL BID, COVER "A" (TENDER FOR SUPPLY OF PELVIC MODEL ON _____)**" and addressed to the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christian Basti, G S Road, Guwahati-781005

6. **PRICE BID - COVER "B"**

Cover "B" shall contain the Price Bid in the format at Annexure XI of the Tenderer.

A. **Signature & Seal on each Page**

Each page of the Price Bid should be duly signed by the Bidder affixing the office seal.

B. **Signature on corrections**

Bid should be typewritten and every correction in the bid should be attested with full signature by the Bidder, failing which the bid will be ineligible. Corrections done with correction fluid should also be duly attested.

C. **Items Quoted & Rates**

The Bidder shall fill up the **Annexure-XI** for items quoted.

D. **Landed Cost**

The rate quoted per unit or landed price in **Annexure-XI** shall be inclusive of excise duty, sales tax, packaging charge, freight, Insurance etc. The component of sales tax should also be shown separately.

E. **Unit Size/ Rate**

The rate quoted in **Annexure-XI** should be for a unit and given specification. The Bidder is not permitted to change / alter specification or unit size given in the **Annexure-XI**.

The above documents should be sealed in a separate cover superscribed as "**PRICE BID, COVER "B" (TENDER FOR SUPPLY OF PELVIC MODEL ON _____)**" and addressed to the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G S Road, Guwahati-781005.

The two separately sealed covers {Technical bid (Cover "A") and Price Bid (Cover "B")} shall be placed together inside another cover which shall be sealed and superscribed as "**TENDER FOR SUPPLY OF PELVIC MODEL ON _____**" and addressed to the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G S Road, Guwahati-781005.

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

- A. All bidders are entitled to be present at the date and time of opening of Technical Bid - Cover "A".
- B. Only those bidders whose Technical Bids are found to be acceptable after technical and commercial evaluation will be invited to be present at the date and time of opening of Price Bid - Cover "B" of the tender. The price bids of tenderers not found technically qualified shall not be opened.

8. VALIDITY OF BID:

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

9. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:

The validity of offer of the successful bidder shall be at least 02(two) years from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rates and terms during this period.

10. OTHER CONDITIONS

A. Item Details & Quantity

The details of the required items are shown in **Annexure-XII**. 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.

B. Firm Rates

Firm Rates (inclusive of Excise Duty, Sales Tax, transportation, insurance, Packaging/Kitting Charges and any incidental charges) should be quoted for each of the required items. Tender for supply of equipments with conditional/variable rates shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with the successful bidders. The rates quoted and accepted will be binding on the Bidder for the stipulated period and any increase in the price will not be entertained till completion of the tender period.

C. Unit Rate & Total Value

Each bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

D. Controlled Price/MRP

The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Government and the Maximum Retail Price (MRP). During the period of contract with the successful bidder, if the price of any 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 Tender Inviting Authority and shall charge the reduced rates. The Tender Inviting Authority 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 in rates.

E. No Revision/Correction of Rates

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

F. Firm Delivery Schedule

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

G. Execution of Order

Unless otherwise specified, supplies should be made directly by the successful bidder and not through any other agency.

H. Inspection

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

11. ACCEPTANCE OF TENDER

A. Tender Evaluation

Tenders will be evaluated with reference to technical and commercial parameters to determine the technically qualified bidders.

Price Bids of technically qualified bidders will be evaluated with reference to the quoted rates (landed price of item). Conditional discounts shall not be taken into account for price comparison.

B. Right to Reject Tender

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

C. Tender Acceptance

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

12. AGREEMENT

The successful L1 (Lowest) Bidder shall execute an agreement on a non-judicial stamp paper of value of Rs 100/- (stamp duty to be paid by the Bidder) within 7 working days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

13. 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.

14. COMMUNICATION

All notices or communications relating to or arising out of an 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.

15. SECURITY DEPOSIT

The successful bidder, within 7 working days of signing of the agreement, shall be required to submit Security Deposit of 5 % of the order value in the form of bank guarantee from any Indian nationalized bank in favour of the Tender Inviting Authority valid for the entire warranty period of the item. 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 will be forfeited.

15. SUPPLY CONDITIONS

A. Purchase Order

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

B. **Specifications & Quality**

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

C. **Delivery Period**

The supply should be started within 45 (Forty Five) days from the date of purchase order and should be completed within 60 (Sixty) days, unless otherwise specified in the order.

D. **Delivery Point/Destination**

The items shall be delivered at the District Drug Ware Houses or the designated Health Institutions spread over 27 districts in Assam.

E. **Penalty for Delayed Delivery**

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

F. **Alternative Purchase**

If the successful Bidder fails to execute the order within the stipulated time, the Tender Inviting Authority will beat liberty to make alternative arrangements for purchase of the item for which the purchase orders have been placed, from any other source or from the open market, at the risk and cost of the supplier. This would be in addition to any other penalties including forfeiture of security deposit.

G. **Guarantee**

Supplier shall give guarantee against any and all defects in design, workmanship of material and performance for a period of 3 years (or as specified in the PO) from the date of supplies. Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the supplier and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the supplier. The guarantee period for such repaired/replaced goods shall again be 3 years.

H. **Shortage and Damage**

It shall be the responsibility of the successful Bidder for any shortages/damages at

the time of receipt in the designated sites. Tender Inviting Authority is not responsible for the stock of items received, for which no order is placed.

17. FORCE MAJUERE

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

18. 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 -

1. "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.
2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
3. "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.
4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

19. LOCAL CONDITIONS:

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

20. PAYMENT PROVISIONS

- A. Payments towards the supply of items will be made strictly as per rules of the Tender Inviting Authority. All payments shall be made by way of Crossed A/C Payee Cheque drawn in favour of the supplier.
- B. On completion of supplies of ordered quantities bills/ Invoices should be raised in triplicate in the name of the Tender Inviting Authority with address.
- C. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree to such reduction in rates.
- D. In case of any enhancement in excise duty due to notification of the Government after the date of submission of tenders and during the validity period of contract, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in price structure of the item approved under the tender. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned Excise Authority for having paid additional Excise Duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.
- E. If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by the Tender Inviting Authority on the total value of supply to that particular warehouse.

24. 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/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bidder.

25. TRANSPORTATION

Transportation of goods and transit insurance up to the specified destination will be by road or as specified in the PO and shall be in supplier's scope.

26. PACKING, MARKING, SHIPPING & DOCUMENTATION

All consignments must be securely and appropriately packed and should conform to Standard Material Transport Regulations. The Supplier will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection. Each package must be clearly marked with indelible paint with the purchase order No., Form (Name & Address), To (Name & Address), Destination, Item Net & Gross Weight, Case No (Sl. No of total Cases) & Dimensions and shall contain copies of dispatch documents and packing list.

28. TAXES & DUTIES

In case of enhancement of taxes and/or Duties or levy of fresh taxes/Duties due to Statutory Act of the Govt. after date of submission of 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 items 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 after contractual delivery period as 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 become chargeable on goods manufactured ,the same shall be to the suppliers account and shall not be borne by the purchaser.

29. REPEAT ORDER

Repeat order shall be acceptable to the supplier within 24 months from the date of the PO at the same prices, terms and conditions.

30. CHANGES IN TERMS AND CONDITIONS

Purchaser reserves the right to make changes at any time in quantities of items ordered or in specification and drawings. If such changes cause an increase or decrease in the amount due or in delivery period, an equitable adjustment shall be made. Any claim for adjustment under this provision must be assessed within 10 days from the date when the changes are ordered.

31. ARBITRATION

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Mission Director, National Health Mission, Assam or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of National Health Mission, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

32. 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.

33. LAWS GOVERNING THE CONTRACT & JURISDICTION

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

UNDERTAKING (by the Bidder)

To

The Mission Director,
National Health Mission, Assam

Tender 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 two years from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office ofto supplyThe 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 agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
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 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 :

ANNEXURE I B

UNDERTAKING (to be submitted by Bidder as well as Manufacturer)

To

The Mission Director,
National Health Mission, Assam

Tender No. _____
For supply of _____

We,.....do hereby declare that presently we do not stand blacklisted by any Central or State Government organization or debarred from participating in tenders of such organization and therefore eligible to participate in NHM Tender No:.....Date.....for supply of.....

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

MANUFACTURER’S AUTHORIZATION FORM

NO.

DATED

To,
The Mission Director
National Health Mission, Assam

Tender No.

Dear Sir,

We _____ who are established and reputable manufacturers of _____ having factories at _____ registered office at _____ Possessing manufacturing license (SSI) No. _____ dated _____ Valid up to _____ hereby authorize _____ (name and address of representative and firm), 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.
- 3.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE MANUFACTURER :

ANNUAL TURNOVER STATEMENT OF THE BIDDER

The Annual Turnover of M/s _____ for the last three financial years are given below and certified that the statement are true and correct.

Sl No.	Year	Turnover in Lakhs
1.	2013-14	
2.	2014-15	
3.	2015-16	
Total		- Rs. _____ Lakhs

Date :

Seal :

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

ANNUAL TURNOVER STATEMENT OF THE MANUFACTURER

The Annual Turnover of M/s _____ for the last three financial years are given below and certified that the statement are true and correct.

Sl No.	Year	Turnover in Lakhs
1.	2013-14	
2.	2014-15	
3.	2015-16	
	Total	- Rs. _____ Lakhs

Date :

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

Seal :

Performance Statement

Tender No:

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

(Please use additional sheets if required. Copies of purchase orders executed during last three financial years to be enclosed)

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Annexure-V

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

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

Year	Total T.O. be assessed Rs.	Total Tax Assessed Rs.	Total Tax paid Rs.	Balance Due Rs.	Reasons for balance Rs.
2013-14					
2014-15					
2015-16					

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

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

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Enclosure of Annexure-V

(To be issued by the Sales Tax Assessing Authority)

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

Date Seal : Deputy / Asst. Commercial Tax Officer

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

**Declaration on Manufacturing facilities
(To be filled in & signed by the manufacturer)**

Tender No. _____

For supply of Items

1. Name of the manufacturer :
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

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 two years after finalization of rate contract.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE MANUFACTURER :

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

Annexure VII

Tender No. _____

List of item quoted with name of manufacturer

SL	DESCRIPTION	Manufacturer 's Name & Brand	Warranty Period Offered	Price Quoted / Not Quoted	Technical Specification attached / Not attached
1	2	4	5	6	7

****Item with quantity should be quoted as per tender technical specifications.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

UNDERTAKING ON FRAUD & CORRUPTION

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

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

AGREED TERMS & CONDITIONS

Tender No. & Date _____

A. Details of Bidder

Bidder Name:

Offer Ref:

Telephone No:

Fax No:

Contact Person:

Signature:

E-mail:

B. Definitions

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

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

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	C. Technical	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document. Confirm that the quality will be as per technical requirements.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished as per bid document.	

6.	Confirm that all certificates/ documents (BS EN ISO 13485/IEC 17050-1:2010) furnished as per Annexure XII.	
7.	Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished in Cover A	
	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 landed price per item is inclusive of cost of containers, packing & forwarding charges, freight, insurance and all duties and taxes including Entry Tax.	
3.	Confirm furnishing of price break-up of each item showing basic price of item and Tax/VAT as %age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be borne by the purchaser.	
5.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by supplier.	
6.	If clause 5 above is not acceptable, advice maximum possible rate of additional ED chargeable; this shall be loaded to your price.	
7.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	
8.	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	
9.	Confirm acceptance of Delivery Period as indicated under clause 16 © of the bid document.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	It is noted that delivery period, price reduction, termination etc. are subject to Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per	

	manufacturer's price list with appropriate discount	
14.	Packing / forwarding, transportation, loading/unloading and insurance are supplier's responsibility. However, to protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
15.	Confirm that security deposit of 5 % of the total order value in the form of a Bank Guarantee from a nationalized Bank shall be furnished, which will be valid for a period of one year from the date of order.	
16.	Confirm acceptance of Part Order.	
17.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
18.	Confirm that Road Permits for dispatch of materials will be arranged by Supplier.	
19.	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
20.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
21.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
22.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

CHECK LIST

SI No.	Cover A	Yes	NO	Page No.
1.	Rs. 8.25 Court Fee Stamp affixed /IPO for Rs 10/- for bidders outside Assam.			
2.	EMD in the form of DD/Banker's Cheque submitted			
3.	Documentary evidence for the constitution of the company/concern			
5.	Attested/notarized copy of valid Certificates (BS EN ISO 13485:2003/IEC 17050-1:2010) must be enclosed.			
6.	Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to sign the tender documents.			
7.	Attested Photocopy of Import license if any			
8.	Undertaking in the form at Annexure-I A & Annexure I B			
9.	Authorization from Manufacturer to the bidder as per Annexure -II			
10.	Annual Turnover Statement for the last 3 financial years as per Annexure – III A & Annexure – III B			
11.	List of similar contracts executed during the last 3 financial years as per Annexure-IV.			
12.	Sales Tax Clearance certificate as per Annexure-V			
13.	Details of Manufacturing Unit as per Annexure – VI			
14.	The List of items quoted as per Annexure - VII			
15.	Undertaking on fraud and corruption as per Annexure – VIII			
16.	Agreed Terms and conditions as per Annexure – IX			
17.	Check List as per Annexure X			
18.	Technical Specification cum Compliance Statement as per Annexure XII			
19.	Signature and seal on each page of Tender Document			
SI No.	Cover B	Yes	NO	
1.	Price Bid as per Annexure – XI submitted in a sealed cover			

FOR COVER 'B' – PRICE BID

Name of the Item	Tentative Requirement	Manufacturers Name	Make/ Model No.	Unit Rate per item (in Rupees)	Tax/CST (in Rupees)	Total Price (including Tax) 7=2 x (5+6)
1	2	3	4	5	6	7
Uterine Pelvic Model	31 nos					

N.B. – The quantity of item is not final. The quantity may increase or decrease at the time of placing order. However, for the purpose of finalization of the tender and evaluation of price bid, the above quantity shall be taken as fixed.

**Technical Specification cum Compliance Statement:
(TO BE SUBMITTED BY THE MANUFACTURER)**

Name of items	Technical Specifications	Quantity required	Technical Specs quoted by bidder	Deviation if any
Uterine Pelvic Model	<ul style="list-style-type: none"> • The uterine pelvic model should enable the trainee to gain visual understanding of the female reproductive system, including the shape and size of the uterine cavity and fundus. • The transparent uterine cavity should enables both, the trainees as well as the master trainers to observe the movement of the cannula during the procedure which would help trainees' gain better understanding of the procedure. • The uterine sac should be constructed with the tactile strip in order to enable the trainee experience the gritty feel that would get from an evacuated uterus in the live procedure. <p>Product Dimensions:</p> <ul style="list-style-type: none"> • Dimensions: 10 in x 10in x 7 in • Open design • Provision of both smooth and “gritty” tactile sensations • Lightweight design, for portability. <p><u>Warranty: 3 years</u> Quarterly visit to site, within warranty period including training of user on maintenance.</p> <p><u>Certifications</u></p> <p>BS EN ISO 13485:2003/IEC 17050-1:2010</p> <p><u>Documentation</u></p> <ul style="list-style-type: none"> • Operating manuals, service manuals, other manuals • Advanced maintenance tasks required shall be documented • User manuals to be supplied in English/Hindi language along with machine diagrams. 	31 nos.		

Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

This day of month..... year.....

BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Supplier:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Technical Specifications)

(e) The Supplier's bid and original Price Schedules

(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 _____