

National Rural Health Mission

DHS Campus, General Hospital Junction,
Thiruvananthapuram – 695 001
Ph : 0471-2301181, 0471-2302784



TENDER FORM

Tender Notice No. **NRHM/SD/820/2009/SPMSU**

Tender Documents for the **Printing and Supply of “ASHA Module V”** as per **detailed specification in the schedule**

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.....
.....

ISSUED ON

TENDER TO BE SUBMITTED: ON OR BEFORE 2 p.m. on 4th November 2010

(To be filled by the Tenderer and submitted in Cover 1 of the bid.)

NAME AND ADDRESS OF THE TENDERER IN FULL

.....
.....
.....

Tel. no: (.....) FAX: (.....)

Name of contact person:

Mobile no.: e-mail:

TENDER SUBMISSION ON

LIST OF OTHER ENCLOSURES (cover 1 – Technical Bid)

Sl. No.	Item	Page Nos.
1.	Earnest money deposit	... to ...
2.	Agreement (<i>as per Annexure A</i>)	... to ...
3.	Proof of being bonafide press or authorisation from reputed press (of items offered)	... to ...
4.	Turnover details of last 2 years (proof in the form of audited balance sheet, profit and loss account, Annual Report, Income Tax return, etc.)	... to ...
5.	Details of past printing and supply (<i>as per Annexure B with proof</i>)	... to ...
6.	Sample of the material as per tender specification	... to ...

Date:

(Seal)

Signature of Tenderer

National Rural Health Mission

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GENERAL TENDER CONDITIONS

Sealed tenders are invited for the printing and supply of the items as specified in the schedule attached, **to 14 District Offices or as per instruction given from time to time**, subject to the following conditions:

1. The tenders should be addressed to the **State Mission Director, NRHM, DHS Campus, General Hospital Junction, Thiruvananthapuram 695 001**, in a sealed cover with the tender number and name duly superscripted on the cover.
2. The tenders should be in the prescribed form which can be obtained from the office of the State Mission Director, NRHM on payment of the price noted in the tender notice. The cost of tender forms once paid will not be refunded. Tenders that are not in the prescribed form are liable to be rejected. The rates quoted should be in Indian Currency. Tenders in any other currency are liable to rejection.
3. Intending tenderers should send their tender so as to reach State Mission Director, NRHM on or before the due date and time (noted in the tender notice). No tender received after this specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned in the form of tender. Tenders not stipulating period of firmness and tenders with price variation clause condition are liable to be rejected. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
4. Every tenderer should submit along with the tender an Earnest Money Deposit as specified in the **Special Conditions** with this tender. The amount is to be paid in the form of Demand drafts (crossed) on the local branch of a nationalised bank drawn in favour of the State Mission Director, NRHM. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled; but that of the successful tenderer will be adjusted towards the security that will have to be deposited for the satisfactory fulfilment of the contract. No interest will be paid for the earnest money deposited.
5. The tenders will be opened on the appointed day and time in the office of the undersigned in the presence of such of those tenderers or their nominees who may be present at that time.
6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money, deposited by him will be forfeited to NRHM or such action taken against him as the NRHM think fit.

7. Tenderers shall invariably specify in their tenders, in technical bid also , the delivery conditions including time required for the supply of articles tendered for:
8. a) The Tenderers shall clearly specify whether the articles offered bear Bureau of Indian Standard Certification Mark or not. In such cases, they shall produce copies of certification mark along with their tender in support of it,
b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a licence. NRHM reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.
9. The final acceptance of the tenders rests entirely with NRHM who does not bind themselves to accept the lowest or any tender. NRHM reserves the right to purchase the articles in part or full and the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them,
10. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under warranty, failing which a penalty would be imposed as sections in para (d) below.
11. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalty set out in Para 12 below.
12.
 - (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 5 percent of the value of the contract as security for the satisfactory fulfilment of the contract, less the amount of money deposited by him along with his tender. The amount of security may be deposited in the form of Demand drafts (crossed) on the local branch of a nationalised bank drawn in favour of the State Mission Director, NRHM. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of NRHM. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to NRHM and the contract arranged elsewhere at the defaulter's risk and any loss incurred by NRHM on account of the purchase will be recovered from the defaulter who will however not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.
 - (b) In case where a successful tenderer, after having made partial supplies, fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the State Mission Director, NRHM be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to NRHM shall thereby together with such

sum as may be fixed by NRHM towards damages be recovered from the defaulting tenderer.

(c) Even in cases where no alternate purchases arrangement are made for the material not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance up to a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

15 The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between NRHM and the contractor, NRHM shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum, which may be due at any time from NRHM to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.

14. All payments to the contractors will be made by the Director, NRHM in-due course:

- (i) either by cheques payable at the Kerala Government Treasuries; or
- (ii) by cheques or drafts on the Reserve Bank of India/a nationalised bank (at any of their principal Branches in India)/ through e-banking.
- (iii) All incidental expenses incurred by NRHM for making payments outside the District in which the claim arises shall be borne by the contractor.

15. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.

16. Ordinarily payments will be made only after the supplies are actually verified and taken to stock. But in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of NRHM. Bank charges incurred in connection with payment against documents through Bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through banks. In exceptional cases where stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the bank (i.e. counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

17. The contractor shall not assign or make over the contract or the benefits or burdens thereof to any person or body corporate. The contractor shall not

underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the State Mission Director, NRHM who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under the contract. In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, or carries on his business or the contract under inspection on behalf of his creditors, or in case any receiving order or orders, for the administration of his estate are made against him, or in case the contractor should commit any act of insolvency or in case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, there-upon, after notice given by the State Mission Director, NRHM to the contractor, be determined and NRHM may complete the contract in such time and manner and by such persons NRHM shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of NRHM against the contractor or his sureties in respect of any breach of contract theretofore committed by the contractor. All expenses and damages caused to NRHM by any breach of contract by the contractor shall be paid by the contractor to NRHM, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

- (a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for NRHM (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of NRHM by an order in writing under the hand of the State Mission Director, NRHM put an end to this contract and in case NRHM shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to NRHM under and by virtue of this contract, it shall be lawful for NRHM from and out of any moneys for the time being payable or owing to the contractor from NRHM under and by virtue of this contract or otherwise to pay and reimburse to NRHM such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.
- (b) In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the State Mission Director, NRHM voluntarily resides.

20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the State Mission Director, NRHM or NRHM or any other person authorised by NRHM and set off against any claim of the Director, NRHM or NRHM for the payment of a sum of money arising out of or under any other contract made by the contractor with the State Mission Director, NRHM or NRHM or any other persons authorised by NRHM. Any sum of money due and payable to the successful tenderer or contractor from NRHM shall be adjusted against any sum of money due to NRHM from him under any other contracts.
21. Every notice hereby required or authorised to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
22. The tenderer shall undertake to supply materials according to the approved /sample and/or specifications.
23. a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases, if NRHM is convinced of any compelling need for enhancement of rate, it may do so.

b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the NRHM.
24. Any attempt on the part of the tenderers or their agents to influence NRHM in their favour by personal canvassing with the officers concerned will disqualify the tenderers.
25. Tenderers should be prepared to accept orders subject to the penalty clause or forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
26. Samples should be forwarded if called for and unapproved samples got back by the tenderers at their own cost. Samples sent by V.P. Post or freight-to-pay will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Samples sent by post, railway or plane should be so despatched as to reach the State Mission Director, NRHM not later than the date on which the tenders are due. In the case of samples sent by railway, the receipt should be sent separately and not along with the tender, since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. NRHM will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.

27. Telegraphic/email quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of tender.

28. a) The prices quoted should be inclusive of all taxes, duties, cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

b) In case payment of customs/excise duty is to be made by the State Mission Director, NRHM, will pay the duty on the “unloaded invoice price” only in the first instance, any difference being paid when the tenderer produces the final assessment orders later.

29. The tenderer will invariably furnish the following certificates with their bills for payment:

"Certified that the goods on which the sales tax has been charged have not been exempted under Central Sales Tax Act or the State Sales Tax Act or the Rules made there under and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the Rules made there under. Certified further that we (or our Branch or Agent) (Address).....
.....
are registered as dealers in the State of under
Registration No. for purposes of sales tax."

30. Special conditions, if any, of the tenderers attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

31. (This applies only to the case of supply contracts where works such as erection and construction have also to be done). (This may be scored out when not applicable). In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract, the same shall be referred to the award of an arbitrator to be nominated by the State Mission Director, NRHM and an arbitrator to be nominated by the contractor or in case of the said arbitrators not agreeing, then to the award of an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitration or in the event of their not agreeing of the umpire appointed by them shall be final and conclusive and the provision of the Indian Arbitration Act, 1940 and of the rules there under and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract. Upon every and any such reference the assessment of the costs incidental to their reference and award respectively shall be in the discretion of the arbitrators or in the event of their not agreeing of the umpire appointed by them. The venue of arbitrators shall be the place from which the acceptance of tender is issued or such other place as the purchaser at his entire discretion may determine.

32. The tenderer should sent along with his tender an agreement executed and signed in Kerala Stamp Paper worth Rs.100/- purchased in the Kerala State. A specimen form of agreement is given as annexure A to this tender. Tenders without the agreement in stamped paper will be rejected outright.

33. Any conditions mentioned as part of the Special Conditions and Technical Document attached with this tender shall supersede the relevant clause(s) in these General Conditions.
34. Unless otherwise specified, the conditions and clauses in the Store Purchase Manual of Government of Kerala will be applicable to this tender.

Thiruvananthapuram
26/10/2009

State Mission Director
NRHM