

## SECTION – I

### TENDER NOTICE FOR SUPPLY OF BASAVATARAKAM MOTHER CARE KITS

Address: Commissioner of Health & Family Welfare

Government of Andhra Pradesh,

Himagna Towers, Old NRI building, LIC Colony, Gollapudi,  
Vijayawada.

URL: [cfw.ap.nic.in](http://cfw.ap.nic.in)

Email: [spmnhm@gmail.com](mailto:spmnhm@gmail.com), [jcdpap@gmail.com](mailto:jcdpap@gmail.com),

[jdchiap@gmail.com](mailto:jdchiap@gmail.com)

Telephone: 7337317021, 7702204847, 9100108475, 8008901986,

0866-2410968, 2410978

#### **TENDER NOTICE Rc.No: CHFW-12021(31)/1/2018-ALL/MHN-CHFW, Dated: 13.01.2018**

1. Commissioner of Health & Family Welfare, Government of Andhra Pradesh herein after referred to as CH&FW, Andhra Pradesh invites tenders from eligible bidders for supply of Basavatarakam Mother Kits for a period of 1 year. The details of Basavatarakam Mother Kit along with technical specifications are at Section-IV of this document.

2. This document contains ten sections as follows:

1. Section I : Tender Notice
2. Section II: Instructions to Bidder
3. Section III: Evaluations of Bids
4. Section IV: Scope of Work & Technical Specifications
5. Section V: Eligibility Criteria
6. Section VI: Terms and Conditions
7. Section VII: Formats of Appendices
8. Section VIII: Format for Contract Agreement
9. Section IX : General conditions of contract
10. Section X : Institution wise quantity required and periodicity of supply

3. Schedule of TENDER NOTICE:

Sl. No.	Description	Date
1	Date of Publication of Tender Notice	13th Jan 2018
2	Pre bid Meeting	17 <sup>th</sup> Jan 2018 CH&FW office ,Gollapudi
3	Closing date and time of receipt of Bids	22 <sup>nd</sup> Jan 2018,4.00PM

<b>4</b>	<b>Time, Date and Venue of Opening of Technical Bid</b>	<b>22<sup>nd</sup> Jan 2018,4.30 PM, CH&amp;FW office,Gollapudi</b>
<b>5</b>	<b>Time, Date and Venue of Opening of Financial Bid</b>	<b>Intimated Later after Receipt of test reports of samples</b>

The venue for all the events is at Conference hall, O/o Commissionerate of Health & Family Welfare, Govt. of Andhra Pradesh, Himagna Towers, Old NRI building, LIC Colony, Gollapudi, Vijayawada.

5. Bidders shall ensure that their bids are in complete shape in all respects, are they should be dropped in the Bid Box located at NHM Section, O/o Commissionerate of Health & Family Welfare, Government of Andhra Pradesh, Himagna Towers, Old NRI building, LIC Colony, Gollapudi, Vijayawada on or before the closing date and time indicated in the Para 3 above. Bids submitted after the prescribed time will be treated as late bid and will not be considered. The Bids sent by post/courier must reach the above said address on before the closing date & time indicated in Para 3 above, failing which the Bid will be treated as late bid and will not be considered.
6. In the event of Bid opening day being declared a holiday / closed day for the CH&FW, AP, the Bids will be received/ opened on the next working day at the same time.
7. For any clarification and further enquiries bidders may contact MHN Division, Commissionerate of Health & Family Welfare, Government of AP, Himagna Towers, Old NRIBuilding,LICColony,Gollapudi,Vijayawada.

## **SECTION – 2**

### **INSTRUCTIONS TO BIDDER**

#### **1. General Instructions**

- a) The Bidder should prepare and submit his offer as per instructions given in this Section.
- b) The Bids should be completed in all shapes with all documents duly signed in each page by Authorized personnel. Those submitted by telex, telegram or fax or e-mail shall not be considered.
- c) The Bids /bids should be for all the components of the job /service. The Bids which are for only a portion of the components of the job /service shall not be accepted.
- d) The prices quoted shall be shall include all taxes and duties. This shall be quoted in the format given in tender documents only.
- e) The Bids (technical and financial) shall be submitted (with a covering letter as per Appendix 'A1') before the last date of submission. Late Bids / bids shall not be considered.

#### **2. Earnest Money Deposit (EMD)**

- a. The Bid shall be accompanied by Earnest Money Deposit (EMD) INR 10.00 lakhs . in the form of Bank Draft / Bankers cheque from any Schedule Bank in favour of Commissionarate of Health & Family Welfare, Government of AP payable at Gollapudi, Vijayawada.
- b. No Bidding entity is exempted from deposit of EMD. Bids submitted without EMD shall be not considered.
- c. The EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of the resultant agreement. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of agreement.
- d. EMD of Bidder shall be forfeited without prejudice to other rights of the CH&FW, AP, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid or if it comes to notice that the information / documents furnished in its Bid is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful Bidder's EMD will also be forfeited without prejudice to other rights bidder, if he fails to furnish the required performance security within the specified period.

### **3. Preparation of Bid**

The bids shall be made in TWO SEPARATE SEALED ENVELOPES. The first envelope shall be marked in bold letter as “TECHNO COMMERCIAL BID” which shall contain the following:

1. Covering letter as per the proforma in Appendix A1
2. Bank Draft /Bankers Cheque towards E.M.D.
3. Checklist of submission as per the format at Appendix A2
4. A declaration from the Bidder as per the format at Appendix A4.
5. Confirmation letter for submission of performance security at Appendix A5
6. Particulars of the Bidder as per the format at Appendix A6
7. CA Certificate as per the format at Appendix A7
8. Financial Capacity as per format at Appendix A8
9. Letter of Undertaking for Technical Bid as per format at Appendix A9
10. Copies of the certificate of registration of EPF, ESI and Service Tax, PAN & TAN with the appropriate authority duly self attested.
11. Annual turnover certification 2014-15, 2015-16 & 2016-17 (IT returns and audited certificates).
12. Copies of proceedings / orders of any State Government / Central Government indicating that the bidder is executing the similar project if any.
13. Original Bid document duly stamped and signed by the authorized personnel in each page

### **4. Bid Validity Period**

The Bids shall remain valid for 180 days from the date of submission for acceptance and the prices quoted shall remain for the duration of the agreement. The CHFV AP may or may not request for further extension as deemed fit and the Bidder will send intimation of acceptance or otherwise of request for extension with three days of issue of such request.

### **5. Bid Submission**

The two envelopes containing both technical and the financial bid shall be put in a bigger envelope, which shall be sealed and superscripted with “BID NO CHFV-12021(31)/1/2018-ALL/MHN-CHFV Dt. 13.01.2018 which is due for opening on Dt. 22.01.2018 The offer shall contain no interlineations or overwriting except as necessary to correct errors, in which cases such correction must be initialed with date by the person or persons signing the Bid. In case of discrepancy in the quoted prices, the price written in words will be taken as valid.

**6. Opening of Bids:**

The technical bid will be opened at the time & date intimated to the bidder. The bidder may attend the bid opening if they so desire.

## **SECTION – 3**

### **EVALUATION OF BIDS**

1. Two stage evaluation will be taken up for identification of successful bidder
  - a. Technical Evaluation
  - b. Financial Evaluation
2. Bidders who fulfill the eligibility criteria are deemed as qualified in technical evaluation and all other bids will be considered as non responsive and will be rejected.
3. Technical evaluation of bids will be done as per the eligibility criteria. Bidders who fulfill the eligibility criteria are deemed as qualified in technical evaluation and all other bids will be considered as non responsive and will be rejected.
4. Bidders who qualified in the Technical evaluation shall submit their product for technical inspection to CHFW on the time and date as intimated with Technical Inspection report.
5. Bidders whose products are technically cleared will only eligible for opening the financial bids.
6. Financial evaluation will be done as per the L1 basis and successful bidder will be identified.
7. Financial Bid shall be quoted per Basavatarakam Mother Kit, This rate shall be inclusive of all Taxes, Insurances, transportation to the destination points and other incidental expenditure.
8. The CH&FW, AP may waive minor infirmity and/or non-conformity in a Bid, provided it does not constitute any material deviation. The decision of the CH&FW, AP as to whether the deviation is material or not, shall be final and binding on the bidder.
9. Wherever necessary, the CH&FW, AP may, at its discretion, seek clarification from the Bidders seeking response by a specified date. If no response is received by this date, the CH&FW, AP shall evaluate the offer as per available information.

## SECTION – 4

### SCOPE OF WORK & TECHNICAL SPECIFICATIONS

#### Scope of work:

1. Successful bidder shall supply Basavatarakam Mother Kits to the designated health institutions for a period of one year initially as mentioned in Section-IX as per the quantity given by the CHFW. The estimated quantity of Basavatarakam Mother Kits shall be 4.5 lakh per annum. However this number may vary based on the actual requirement. The detailed statement of destination points with the quantity and periodicity of supply is at Section-IX.
2. Supplies shall be started within 15 days from the date of entering agreement . The supplies shall be made on fortnightly basis to the destinations indicated at Section – IX as per the quantities mentioned against the each institution. The supplies required for one fortnight shall be made to the destination.
3. The quantities mentioned indicated at Section – IX may increase or decrease based on the delivery load in the hospitals. The supplies shall be made accordingly.
4. Baswatharakam Mother Kits Contains the following items The technical specifications and testing organizations are also given here

Item	Quantity per Baswatharakam Mother Kits	Measurements
Saree	1	Shown in enclosed figure
Sanitary Napkins (Packets) each packet contains 10 Sanitary pads	4	Shown in enclosed figure
Scarf	2	Shown in enclosed figure
Blanket	1	Shown in enclosed figure
Thermos flask(steel) 450ml Capacity +/- 10ml	1	Shown in enclosed figure
Mother Kit Bag	1	Shown in enclosed figure

**PROCUREMENT OF BASWATARAKAM MOTHER KIT – INVITATION OF FRESH  
TENDERS-  
SPECIFICATIONS OF MOTHER KIT ITEMS-**

S. No.	Mother Kit Item	Specifications Prescribed for the kit item
1	Wool Scarf	1. Wool Scarf shall be with 70% Acrylic / Polyamide and 30% wool
2	Blanket	1. 50% Acrylic / Polyamide + 50% Polyester 2. Size= 60 inches width 3. 90 inches length 4. With raising smooth finish 5. Weight of Blanket= 700 grams $\pm$ 10%
3	Saree	1. 60 % polyester - Warp 2. 40% Cotton - Weft 3. 72 ends/inch 4. 68 picks/ inch 5. 48" (Inches)- width 6. 6.30 meters length- with blouse
4	Sanitary Napkins	1. Sanitary Napkins- Sanitary Napkins with Slings 2. Overall length including Slings -450mm+/- 5mm 3. Pad length – 250mm +/- 5mm 4. Overall Width -75mm +/-5mm 5. Sling Length -100mm+/- 5mm each side 6. Thickness of single pad - 13mm to 15mm 7. Weight of the Single pad - 15gms 8. Type of material to be used -100% cotton 9. ETO Sterilization shall be done - UV Sterilized
5	Stainless Steel Thermos Flask	1. Stainless Steel Thermos Flask- 450ml Capacity $\pm$ 10ml 2. Etching the name of the kit ( <b>Baswatarakam Mother Kit</b> ) in Telugu బసవతారకం మదర్ కిట్ on the flask

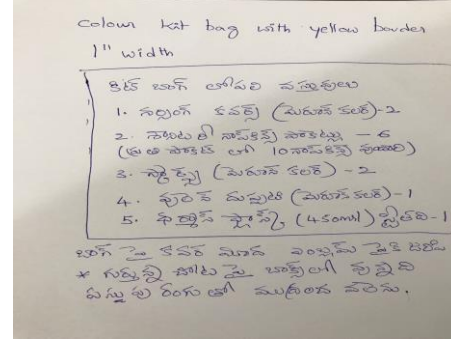


**Item:- 6**

**Mother Kit Bag**

Mother Kit items to be supplied in Kit bag with the following specifications

1. Yellow color Rexine bag with zip, with 2 clips and handle to carry, with 1" width Meroon border.
2. 43 cms length\* 32 cms width\* 16 cms depth
3. GSM of the Kit Bag Rexine should be 425 +/- 5%
4. GSM of the Lining should be 100 +/- 5%



Note:

1. Prospective bidders are requested to verify the prototype Basavatarakam Mother Kit placed in NHM division of CH&FW.

## **SECTION – 5**

### **ELIGIBILITY CRITERIA**

1. Bidder shall be a manufacturer or authorized dealer of Tendered items which are listed in section 4 (Basavatarakam Mother Kit) where ever applicable.
2. Bidder shall have experience in supplying Tendered items to State Government/Central Government in the preceding three years where ever applicable.
3. The bidder(s) must have turnover of not less than Rs 10.00 Cr per year in the last three financial years stating from FY 2014-15.
4. The bidder shall be registered for Service Tax, IT and other statutory requirements.
5. The bidder should not be presently blacklisted by any State Government / Central Government agencies/local bodies.

## SECTION - 6

### TERMS AND CONDITIONS

#### 1. Signing of Agreement

1. The successful bidder shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee issued by a Nationalised Bank in favour of Tender Inviting Authority for an amount equal to 5% of the total agreement value. The Bank guarantee shall be as per proforma at Appendix A3 and remain valid for a period, which is three months beyond the date of expiry of the agreement. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Agreement and before signing of the agreement failing which the EMD may be forfeited.
2. If the agreement is cancelled at any time during the validity period of the agreement in terms of para 1 above the Performance Security shall be forfeited
3. The CH&FW, AP will release the Performance Security without any interest to the firm / contractor on successful completion of contractual obligations.

#### 6. Income Tax Deduction at Source

1. Income tax deduction at source shall be made at the prescribed rates from the bills submitted by the supplier. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

#### 7. Periodicity of Payment

1. The payment will be made on submission of the bills. The Service provider will raise its invoice on completion of supplies during this period duly accompanied by evidences of supplies. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

#### 8. Damages for Mishap/Injury

1. The CH&FW, AP shall not be responsible for damages of any kind or for any mishap/injury/accident caused to product of the bidder while supplying the CH&FW, AP / consignee's premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ contractor.

#### 9. Termination of Agreement:

1. The CHFW AP may terminate the agreement, if the successful Bidder withdraws its Bid after its acceptance or fails to submit the required Performance Securities for the initial agreement and or fails to fulfill any other contractual obligations. In that event, the CH&FW, AP will have the right to purchase the same goods/ equipment from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The earnest money and the performance security

deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the CHFV AP.

#### **10. Arbitration**

1. If dispute or difference of any kind shall arise between the CHFV AP and the firm/contractor in connection with or relating to the agreement, the parties shall make every effort to resolve the same amicably by mutual consultations.
2. If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the CHFV, AP or the firm /contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the CHFV, AP as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by CHFV, AP to act as Arbitrator.
3. Work under the agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the CHFV, AP or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
4. Reference to arbitration shall be a condition precedent to any other action at law.
5. Venue of Arbitration: The venue of arbitration shall be the place from where the agreement has been issued.

#### **11. General Terms and Conditions:**

1. In case of delay in supply of kits there shall be penalty of 0.5 % cut in the price of the kit for every day of delay. If the delays occur every month, continuously for more than 3 months, the contract will be terminated and vendor will be black listed.
2. Every month samples will be collected from the institutions and will be sent to the respective testing units. If the quality standards are not met, the contract will be terminated and vendor will be black listed.

#### **12. Applicable Law and Jurisdiction of Court:**

The agreement shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of agreement shall have jurisdiction to decide any dispute arising out of in respect of the agreement. It is specifically agreed that no other Court shall have jurisdiction in the matter.

## SECTION - VII

### Appendix A1

#### **Format for COVERING LETTER**

Date:

To,

**The Commissioner**

Commissioner Health & Family Welfare

Himagna Towers, Old NRI building,

LIC Colony,

Gollapudi,

Vijayawada - 521225

Tel: 0866-2410968, 2410978

Dear Sir:

Sub: Submission of Bid supply of Baswatharakam Mother Kits to the Government Health Institutions-Reg

1. We \_\_\_\_\_are submitting this Bid (Proposal) on our own.
2. Having examined the Tender Notice, for the execution of the Contract Agreement for the captioned project, we the undersigned offer to supply the Baswatharakam Mother Kits for the Contract Period in conformity with the Tender Notice .
3. This Bid and our written acceptance of it shall form part of the Contract Agreement to be signed between the Preferred Bidder and CH&FW. If selected as Contractor, we understand that it is on the basis of the technical, financial & organizational capabilities and experience of the Bidder taken together. We understand that the basis for our qualification will be complete Bid documents submitted along with this letter, and that any circumstance affecting our continued eligibility as tender document , or any circumstance which would lead or have led to our disqualification, shall result in our disqualification under this Bidding process.
4. We agree that
  - (a) If we fail to permit CH&FW or its Authorized Representative for carrying out the inspection of works/ facilities during Contract Period
  - Or
  - (b) If we fail to meet the Technical Specifications and/or the Performance Standards according to the conditions/ stipulations of the RFP/ Contract Agreement, CH&FW shall be at liberty to take action in accordance with the RFP/ Contract Agreement.
5. We undertake, if our Bid is accepted, to complete the Project, commence operations and manage as per the RFP/ Contract Agreement.
6. We agree to abide by this Bid for a period of **180 (one hundred and eighty) days** from the Due Date fixed for submitting the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

7. In the event of our Bid being accepted, we agree to enter into a formal Contract Agreement with you incorporating the conditions of the Bid including the draft Contract Agreement thereto annexed and written acceptance thereof.
8. We agree, if our Bid is accepted, to furnish **Performance Security Bank Guarantee of Rs. 5% of Project Cost per annum** to CH&FW in the form as specified in the tender document as a precondition for signing of Contract Agreement.
9. We agree that if we fail to fulfill the condition mentioned at para 8 above, CH&FW has the right to forfeit the Bid Security being furnished by us along with this Bid and any other payments made till such date.
10. We understand that CH&FW is not bound to accept any or all Bids it may receive.
11. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Contractor.
12. We do, also, certify that all the statements made and/or any information provided in our proposal are true and correct and complete in all aspects.
13. We declare that in the event that CH&FW discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of the person)

\_\_\_\_\_  
(In the capacity of)

Company Seal

\_\_\_\_\_  
(Name of firm)

***Format for***  
**CHECKLIST OF SUBMISSIONS**

<b>SNo.</b>	<b>Contents of Bid Document</b>	<b>Status (Submitted /Not Submitted)</b>	<b>Page Numbers</b>
1.	Covering letter as per the proforma in Appendix A1		
2.	Bank Draft / Bankers Cheque toward EMD		
3.	Checklist of submission as per the format at Appendix A2		
4.	A declaration from the bidder as per the format at Appendix A4		
5.	Confirmation letter for submission of performance security at Appendix A 5		
6.	Particulars of the bidder as per the format at Appendix A6		
7.	CA Certificate as per the format at Appendix A 7		
8.	Financial Capacity as per the format at Appendix A 8		
9.	Letter of Undertaking for Technical id as per the format at Appendix A9		
10.	Copies of the certificate of registration of EPF, ESI and Service Tax, PAN & TAN with the appropriate authority duly self attested		
11.	Annual turnover certification of 2014-15, 2015-16 and 2016-17 (IT returns and audited certificates)		
12.	Copies of proceedings / orders of any State Government / Central Government indicating bidder that Tenderer is executing similar work if any.		
13.	Original Tender document duly stamped and signed by the authorized personnel in each page		

***Format for***

**COVERING LETTER FOR SUBMITTING BID SECURITY**

Date:

To,

**The Commissioner**

Commissioner Health & Family Welfare

Himagna Towers, Old NRI building,

LIC Colony, One Center,

Gollapudi,

Vijayawada – 521225

Tel: 0866-2410968, 2410978

Dear Sir,

Sub: Supply of Baswatharakam Mother Kits- Covering Letter for Bid Security.

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As a part of the Bid for supply of Baswatharakam Mother Kits, we hereby submit the Bid Security for Rs. .... (Rupees ..... Only) in the form of irrevocable and unconditional Bank Guarantee/Demand Draft from \_\_\_\_\_ Bank (which is a Nationalised/ Scheduled Bank (Not a Co-Operative Bank)) in favour of “Commissioner Health & Family Welfare” and operable at Vijayawada. This Bid Security shall be independent of the validity of the Bid and Contract Agreement between CH&FW and the Contractor and shall be honoured by the issuing banks irrevocably.

We agree that in the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (1) if we withdraw our Bid during the period of Bid Validity as specified in the Tender Document ; or
- (2) if we refuse to accept the correction of errors in our Bid; or



- (3) if we submit a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by CH&FW, or
- (4) if we, having been notified of the acceptance of our Bid by the CH&FW during the period of Bid validity;
  - (a) fail or refuse to execute the Contract Agreement in accordance with the Tender Document documents; or
  - (b) fail or refuse to submit Performance Security Bank Guarantee, in accordance with the Tender Document documents;

CH&FW is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.

Yours faithfully,

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(Signature of Authorized Signatory)  
(Name, Title, Address, Date)

***Format for***

**BID SECURITY (BANK GUARANTEE)**

**(On Requisite Stamp Paper)**

B.G. No. Dated:

1. .... In consideration of you, Commissioner Health & Family Welfare, Government of Andhra Pradesh, having its office at \_\_\_\_\_, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of \_\_\_\_\_ (a company registered under the Companies Act, 1956) and having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the "supply of Basavatarakam Mother Kits" (hereinafter referred to as "the Project") pursuant to the Tender Document dated \_\_\_\_\_ issued in respect of the Project and other related documents including without limitation the draft Concession agreement (hereinafter collectively referred to as "Bidding Documents"), we \_\_\_\_\_ (Name of the Bank) having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clauses of the Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. .... lakhs (Rupees .... only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an

4. .... a  
mount not exceeding Rs. .... Lakhs. (Rupees ..... only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to \_\_\_\_\_[name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank. For avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... lakhs (Rupees ..... only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before \_\_\_\_\_ (indicate date falling 240 days after the Bid Due Date)].

Signed and Delivered by..... Bank

By the hand of Mr./Ms ..... , its ..... and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

*Format for*  
**LETTER OF UNDERTAKING**

Date:

To,

**The Commissioner**

Commissioner Health & Family Welfare

Himagna Towers, Old NRI building,

LIC Colony, One Center,

Gollapudi,

Vijayawada – 521225

Tel: 0866-2410968, 2410978

Dear Sir,

Sub: Supply of Baswatharakam Mother Kits – Letter of Undertaking.

We confirm that we are not barred by Government of Andhra Pradesh (GoAP), any other State Government in India (SG) or Government of India (GoI), or any of the agencies of GoAP/SG/GoI from participating in any category of infrastructure projects as on \_\_\_\_\_ (Bid Due Date).

Yours faithfully,

---

(Signature of Authorized Signatory)  
(Name, Title, Address, Date)

**Format For**  
***COMMITMENT FOR SUBMISSION OF PERFORMANCE SECURITY***

[On the Letterhead of the Bidder]

Date:

To,

**The Commissioner**

Commissioner Health & Family Welfare

Himagna Towers, Old NRI building,

LIC Colony, One Center,

Gollapudi,

Vijayawada – 521225

Tel: 0866-2410968, 2410978

Dear Sir,

Sub: Supply of Baswatharakam Mother Kits – Commitment for Submission of Performance Security.

We \_\_\_\_\_ have submitted our bid for supply of Basavatarakam Mother Kits

We hereby write to inform you that if we are selected as the Preferred Bidder for implementing the project, we shall submit a Performance Security in the form of unconditional and irrevocable Bank Guarantee for rupees equivalent to 5% of project cost per annum favouring “Commissioner Health & Family Welfare” within 15 days from the date of issue of Letter of Intent.

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

COMPANY SEAL

COMPANY \_\_\_\_\_

DATE .....

.....

***Format For***  
**GENERAL INFORMATION OF THE BIDDER**

- 1
  - (a) Name:
  - (b) Country of Incorporation:
  - (c) Address of the Corporate Headquarters and its Branch Office(s), if any, in India:
  - (d) Date of Incorporation and/ or Commencement of Business:
  - (e) Income Tax Registration Number (PAN)
  - (f) Service Tax Registration No.
- 2 Brief description of the Company including details of its main lines of business
- 3 Details of Individual(s) who will serve as the Point of Contact/ Communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
- 4 Particulars of the Authorized Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:

- 5 Experience in supplies

Year	Value supplied	Purchaser
2012-13		
2013-14		
2014-15		

2015-16		
2016-17		

### Turnover related data

*All figures in Rs . Cr*

Description	Past Three Financial Years (Audited Accounts)		
	Year 2014-15	Year 2015-16	Year 2016-17
Operating Revenue			
(add) Other Revenue			
<b>Total Turnover</b>			

COMPANY SEAL

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
DESIGNATION \_\_\_\_\_  
COMPANY \_\_\_\_\_  
DATE \_\_\_\_\_



## PROFORMA FOR PERFORMANCE (for a period of last three years)

(Please see Section VI: Qualification Criteria)

Bid No. \_\_\_\_\_ Date of Opening \_\_\_\_\_ Time \_\_\_\_\_ Hours

Name of the Firm \_\_\_\_\_

Order placed by _____ (Full address of Purchaser)	Order No	Date	Descripti on of Item	Quantity of ordered Equipment Items.	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the Supplier received full payment towards the supplies made
						Purchase terms	Actual		
1	2	3	4	5	6	7	8	9	10

Signature and seal of the Bid Signatory

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CA (STATUTORY AUDITOR) CERTIFICATE

(Please see Section VI: Qualification Criteria)

Certificate from the Statutory Auditor

**This is to certify that..... (Name of the Bidder) is a registered dealer of the required items offered under the Bid. The Bidder had supplied the quantities shown in the past performance statement and also completed the respective supplies within the stipulated delivery period/s.**

**Further it is certified that the previously supplied equipment are reported to be in working condition without any adverse remarks from the respective users and some are working for more than two year as per the records as on the date of this Tender notification.**

**The bidder has previous experience in maintenance and repairs of equipment for \_\_\_\_ years and has qualified service staff working with him”.**

Name of Authorized Signatory:

Designation:

Name of firm:

(Signature of the Authorized Signatory)

***Seal of the Firm***

## FINANCIAL CAPACITY OF THE MANUFACTURER

## A. Details of Annual Turnover for Preceding 3 Years.

	Year 1 (2014-15)	Year 2 (2015-16)	Year 3 (2016-17)	Average Annual Turnover
Turn Over (In Rs. Crores)				

## B. Details of Net Worth

	<b>Year1 (Last Financial Year i.e. as on 31<sup>st</sup> March 2017)</b>
<b>Paid up Capital (Rs. Cr)</b>	
<b>(Add) Free Reserves (Rs. Cr)</b>	
<b>Total Net Worth (Rs. Cr)</b>	

\_\_\_\_\_  
(Signature of Bid Signatory)  
Seal of the Firm

**Certificate from the Statutory Auditor**

This is to certify that .....(name of the Bidder) has an average annual turnover (in the last three financial years) and Net Worth (in the last financial year) as shown above

**Name of Authorized Signatory:**

**Designation:**

**Name of firm:**

\_\_\_\_\_  
(Signature of the Authorized Signatory)  
Seal of the Firm

*Format For*  
**LETTER OF UNDERTAKING FOR TECHNICAL BID**

[On the Letterhead of the Bidder]

Date:

To,

**The Commissioner**

Commissioner Health & Family Welfare

Himagna Towers, Old NRI building,

LIC Colony, One Center,

Gollapudi,

Vijayawada – 521225

Tel: 0866-2410968, 2410978

**Dear Sir,**

Sub: Supply of Baswatharakam Mother Kits – Letter of Undertaking for Technical Bid.

\*\*\*\*\*

We have read and understood the Tender document in respect of the captioned project provided to us by CH&FW. We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects' and we agree to the terms of the proposed Contract Agreement, a draft of which also forms a part of the tender document provided to us.

We hereby undertake that if the contract is awarded to us, we shall implement the project as specified in the tender document.

We also undertake to meet the statutory requirements of the laws of Local Authority, State Government and that of the Government of India, seek all the statutory licenses from time to time as required to develop and operate the project for the Contract Period, pay all the statutory taxes, license fees payable to Government from time to time and any other rules and regulations. Of the both State and Central Government as applicable from time to time during the Concession period. We hereby agree to Contract Period of 1 year as per the requirements specified in the Tender Document.

We hereby assure you and guarantee that in future, from time to time whenever we are required to undertake or follow any specific guidelines / laws, we shall do the needful as required to ensure that the project and the Contractor comply to the legal requirements.

Yours faithfully,

---

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

**PRICE BID AND LETTER**

Date:

To,

**The Commissioner**

Commissioner Health & Family Welfare

Himagna Towers, Old NRI building,

LIC Colony, One Center,

Gollapudi,

Vijayawada – 521225

Tel: 0866-2410968, 2410978

**Dear Sir,**

Sub: Price Bids for supply of Baswatharakam Mother Kits- Reg .

\*\*\*\*\*

Being duly authorized to represent and act on behalf of ....., and having reviewed and examined the bidding documents and fully understood all the requirements of bid submission pertaining to supply of Basavatarakam Mother Kits for one year from the date of execution We confirm that we meet the eligibility criteria as per the Tender document. We undertake, that if we are selected as Preferred Bidder, upon issuance of Letter of Award supply the Basavatarakam Mother Kits within the respective time stated in the bidding documents. We agree to abide by this Bid, which consist of our financial offer hereto, for a period of 120 days from the Bid Due Date and it shall remain binding on us and may be accepted by you any time before the expiration of that period. We hereby submit our Financial Proposal as given in the following table for undertaking the aforesaid Project in accordance with the Bidding Documents and the Contract.

Price quoted per Baswatharakam Mother Kit is Rs ..... /-(in words.....)

Signature & Stamp of Authorized person

## SECTION – VIII: CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (Name of Purchaser) of \_\_\_\_\_ (Country of Purchaser) (hereinafter "the Purchaser") of one part and \_\_\_\_\_ (Name of the Supplier) of \_\_\_\_\_ (City and Country of Supplier) (hereinafter "the Supplier") of the other part.

WHEREAS the Purchaser is desirous that certain Goods and ancillary services should be provided by the supplier, viz, \_\_\_\_\_ (Brief description of Goods and Services) and has accepted a bid by the supply of Goods and services in the sum of \_\_\_\_\_ (Contract price in Words and Figures) (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to;

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

The Technical and Price bid of the Supplier

The approved Technical Specifications,

Tender Notice

The Purchaser's Notification of Award.

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 provision of the Contract.

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.

Brief particulars of goods and services which shall be supplied/provided by the Supplier are as under.

SL NO.	BRIEF DESCRIPTION TO GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	DELIVERY TERMS

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (For the Purchaser)

in the presence of \_\_\_\_\_

**SECTION IX**  
**GENERAL CONDITIONS OF CONTRACT**

1. Definitions

In this contract, the following terms shall be interpreted as indicated;

"The contract" means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by references therein.

"The Contract Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.

"The Goods" means all the equipment and / or other materials which the supplier is required to supply to the purchaser under the contract.

"Services" means services ancillary to the supply of the goods, such as transportation, insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the supplier covered under the contract.

"An undependable Supplier/s' under contract means any Supplier who do not accept the purchase order or who delays the supply of required quantities beyond the permitted delays with liquidated damages

"The Purchaser" means the CH&FW is the purchasing agency

"The Supplier" means the individual or firm supplying the goods under this contract.

"The Government" means the Government of Andhra Pradesh or its authorized representatives

"The End-User" means the authorized user of the equipment/the Medical Superintendent/Head of the Department of the concerned specialty.

"Day" means calendar day

"Delivery period" means the period applicable up to completion of supply,

2. Application

These General conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

3. Standards

The Goods supplied under this contract shall conform to the standards mentioned in the Technical specifications and when no applicable standard is mentioned the authoritative standard appropriate to the goods country of origin shall be followed and such standard shall be the latest issued by the concerned institution.



#### 4. Use of contract documents and Information

The supplier shall not without the purchaser's prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The supplier shall not, without the purchasers prior written consent make use of any document or information enumerated in para 5.1 except for purposes of performing the contract.

Any document other than the contract itself enumerated in para 5.1 shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the suppliers performance under the contract if so required by the purchaser.

#### 5. Patent Rights

The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark for industrial design rights arising from use of the goods or any part thereof in India..

#### 6. Performance Security

Within 15 days after the supplier's receipt of notification of award of the contract, the supplier shall furnish performance security to the purchaser for the amount specified in the special conditions of contract.

The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract

The performance security shall be denominated in Indian Rupees and shall be in one of the following forms:

A bank guarantee [in favour of CHFV, Vijayawada] issued by any scheduled commercial bank located in India acceptable to the purchaser and in the form provided in the Bidding documents or in any other form acceptable to the purchaser: or. A Banker's cheque or Demand Draft in favour of CHFV, Vijayawada.

Fifty percent (50%) of the performance security will be discharged by the Purchaser and returned to the supplier not later than 60 days following the date of completion of the supplier's performance obligations, including any warranty obligations. The balance 50% of the performance security will be retained towards performance security for the maintenance

services to be provided for 4 years after the 3 years warranty period and this 50% will be discharged after completion of performance obligations under maintenance services after 7 years.

The supplier shall accordingly; either furnishes a fresh bank guarantee for the 50% value or an extension of bank guarantee for 50% of the value covering the 4 years maintenance period after 3 years warranty period. Only after receipt of the above, the 50% of the performance security will be discharged after the warranty period.

#### 7. Inspections and Tests.

The purchaser or his representatives shall have the right to inspect and / or to test the Goods to confirm their conformity to the contract. The special conditions of contract and / or the Technical specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchaser shall notify the supplier in writing of the identity of any representatives retained for these purposes.

The inspections and tests may be conducted in the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination. Where conducted on the premises of the supplier or its subcontractor(s) all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make alternatives necessary to meet specifications, requirements free of cost to the purchaser.

The purchasers right to inspect test and where necessary reject the goods after the goods arrival at site and shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment from the country of origin.

Nothing in clause 8 shall in any way release the supplier from any warranty or other obligations under this contract.

#### 8. Packing

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration where appropriated the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements, as shall be provided for in the contract and subject to clause 18 and any subsequent instructions ordered by the purchaser.

#### 9. Delivery and Documents

Delivery of the Goods shall be made by the supplier in accordance with the terms specified by the purchaser in the Notification of Award.

#### 10. Insurance

The goods supplied under the contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the special conditions of contract.

#### 11. Transportation

The supplier is required to deliver the goods to the destinations specified in the contract and the cost thereof shall be included in the contract price.

The transportation of the Goods after the delivery at the final destination shall be the responsibility of the Purchaser.

#### 12. Incidental services.

The supplier is required to provide the following services, including additional services, if any, specified in SCC:

(a) Performance of the on-site assembly and start-up of the supplied Goods;

(b) Furnishing of tools required for assembly and maintenance of the supplied Goods; Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

Performance of maintenance and repair of the supplied Goods, for a period of 7 years, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) Training of the users and maintenance personnel, in operation, maintenance and repair of the supplied Goods.

Prices charged by the Supplier for incidental services, if not included in the contract price of the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### 13. Spare Parts:

Deleted

#### 14. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The supplier further warrants that the goods supplied under this contract shall have no defect arising from design materials or workmanship (except insofar as the design or material is required by the purchasers specifications) or from any act or omission the supplied goods in conditions obtaining in the country of final destination.

This warranty shall remain valid for 36 months after the goods or any portion thereof as the case may be have been delivered at the final destination indicated in the contract, unless specified otherwise in the special conditions of the contract. The warranty period starts from date of commissioning after installation by the firm.

The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof without cost to the purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from the port of entry to the final destination.

If the supplier, having been notified, fails to remedy the defect (s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the suppliers risk and expenses and without prejudices to any other right which the purchaser may have against the supplier under the contract.

Site Visits: The successful tenderer shall visit each User Institution as part of preventive maintenance as per the frequency mentioned under cl.5.1.(Pg.No.6) during the warranty period. The tenderer shall attend any number of break down/repair calls as and when informed by the Tender Inviting Authority/User Institution.

During every visit, a copy of the service report/break down call report, duly signed by the custodian of the equipment/head of the health care institution and stamped shall be forwarded by email/fax/post to the CH&FW office within 10 days from the due date.

A warranty certificate (as per format in Annexure III) duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful tenderer shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to the institution head concerned.

The tenderer shall submit the activities to be carried out during the preventive maintenance visit as per the format in Annexure IV.

#### 15. Payment

The method and conditions of payment to be made to supplier under the contract shall be specified in the Tender document

The Suppliers request (s) for payment shall be made to the purchaser in writing accompanied by an invoice describing as appropriate the goods delivered and the services performed and by shipping document, submitted pursuant to clause 10, and upon fulfillment of other obligations stipulated in the contract.

Payments shall be made promptly by the purchaser within sixty (7) days of submission of the invoices / claims by the supplier duly furnishing the certificate specified in the bid document from the competent authority.

Payment shall be made in Indian Rupees.

#### 16. Prices

Prices charged by the supplier for goods delivered and services performed under the contract shall not with the exception of any price adjustments authorized by the special conditions of contract, vary from the prices quoted by the supplier in its bid.

#### 17. Change Orders

The Purchaser may at any time by written orders given to the supplier pursuant to clause 31 , make changes within the general scope of the contract in any one or more of the following;

drawings, designs or specifications, where goods to be furnishing under the contract are to be specifically manufactured for the purchaser;

the method of shipping or packing;

the place of delivery; or

the services to be provided by the supplier;

If any such changes causes an increase or decrease in the cost of or the time required for the suppliers performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the suppliers receipt of the purchasers change order.

## 18. Contract Amendments

Subject to clause 18, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

## 19. Assignment

The supplier shall not assign in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## 20. Sub-contracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## 21. Delays in the supplier's performance

Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its schedule of requirements.

Any unexcused delay by the supplier in the performance of its delivery obligations shall render the supplier liable for any or all of the following; i.e. forfeiture of its performance security, imposition of liquidation damages and or termination of the contract for default.

If at any time during the performance of the contract, the supplier or its subcontractor (s) should encounter performance of the services the supplier shall promptly notify the purchaser in writing of the fact of the delay its likely duration and its causes. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

## 22. Liquidated Damages

Subject to clause 25, if the supplier fails to deliver any or all of the goods 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, an amount as specified in the SCC for the period of delay, until actual delivery or performance, up to a maximum deduction of 10 percent of the total contract value. Once the maximum is reached, the purchaser may consider termination of the contract.

## 24. Termination for Default

The purchaser may, without prejudice to any other remedy for breach of contract by written notice of default sent to the supplier, terminate the contract in whole or part:

if the supplier fails to deliver any or all of the goods within the time periods specified in the contract or any extension thereof granted by the purchaser pursuant to clause 22; or

if the supplier fails to perform any other obligations under the contract.

In the event the purchaser terminates the contract in whole or in part, 24.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar Goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

## 25. Force Majeure

Notwithstanding the provisions of clauses 22,23,24, the supplier shall not be liable for forfeiture of its performance security liquidated damages or termination or default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such events may include but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, floods, epidemics, quarantine restrictions and freight embargoes.

If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## 26. Termination for Insolvency.

The purchaser may at any time terminate the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## 27. Termination for convenience.

The purchaser, may by written notice sent to the supplier terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchasers convenience the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

The goods that are complete and ready for shipment within 30 days after the suppliers receipt for notice of termination shall be purchased by the purchaser and the contract terms and prices. For the remaining goods the purchaser may elect.

to have completed and delivered at the contract terms and prices; and / or

to cancel the remainder and pay to the supplier and agreed amount for partially completed goods and for materials and parts previously procured by the supplier.

## 28. Resolution of Disputes

The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations the purchaser and the supplier have been unable to resolve amicably contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the special conditions of contract. These mechanisms may include but are not limited to conciliation, mediation by third party justification in an agreed national or international forum and / or international arbitration. The mechanism shall be specified in the special conditions of contract.

## 29. Governing Language

29.1 The contract shall be written in English language, as specified by the purchaser in the instructions to bidders. Subject to clause 30, English language version of the contract shall govern

## 30. Applicable law

The contract shall be interpreted in accordance with the laws of the union of India and the legal jurisdiction is Hyderabad

## 31. Notices

Any notices given by one party to the other pursuant to the contract shall be sent in writing and confirmed in writing to the address specified for that purpose in the special conditions of the contract. A notice shall be effective when delivered or on the notices effective date, whichever is later.

## 32. Taxes and duties

The rates quoted by the bidder shall be deemed to be inclusive of the sales and other taxes that the bidder will have to pay for the performance of this contract, at the prevailing rates



notified by the Government. The purchaser will perform such duties in regard to the deduction of such taxes at source as per applicable law.

## SECTION IX

### Institution wise quantity required and periodicity of supply

Annexure to the Rc. No. 16/JD (MHN)/2017, dt: 06.04.2017

Sl. No.	Name of the Office / Institution for supply of Kits	Per fortnight	Officer responsible for receipt and distribution of stock	Officer responsible for monitoring of receipt, distribution and proper utilization	Periodicity of supply
1	DM&HO, Srikakulam	107	Pharmacy Supervisor	DM&HO	Fortnight
2	DM&HO, Vizianagaram	193	Pharmacy Supervisor	DM&HO	Fortnight
3	DM&HO, Visakhapatnam	364	Pharmacy Supervisor	DM&HO	Fortnight
4	DM&HO, East Godavari	279	Pharmacy Supervisor	DM&HO	Fortnight
5	DM&HO, West Godavari	236	Pharmacy Supervisor	DM&HO	Fortnight
6	DM&HO, Krishna	107	Pharmacy Supervisor	DM&HO	Fortnight
7	DM&HO, Guntur	107	Pharmacy Supervisor	DM&HO	Fortnight
8	DM&HO, Prakasam	129	Pharmacy Supervisor	DM&HO	Fortnight
9	DM&HO, Nellore	86	Pharmacy Supervisor	DM&HO	Fortnight
10	DM&HO, Chittoor	171	Pharmacy Supervisor	DM&HO	Fortnight
11	DM&HO, Kadapa	129	Pharmacy Supervisor	DM&HO	Fortnight
12	DM&HO, Anantapur	279	Pharmacy Supervisor	DM&HO	Fortnight
13	DM&HO, Kurnool	343	Pharmacy Supervisor	DM&HO	Fortnight
14	DCHS, Srikakulam	450	Pharmacy Supervisor	DCHS	Fortnight
15	DCHS, Vizianagaram	1007	Pharmacy Supervisor	DCHS	Fortnight
16	DCHS, Visakhapatnam	557	Pharmacy Supervisor	DCHS	Fortnight
17	DCHS, East Godavari	857	Pharmacy Supervisor	DCHS	Fortnight
18	DCHS, West Godavari	750	Pharmacy Supervisor	DCHS	Fortnight
19	DCHS, Krishna	471	Pharmacy Supervisor	DCHS	Fortnight

20	DCHS, Guntur	493	Pharmacy Supervisor	DCHS	Fortnight
21	DCHS, Prakasam	429	Pharmacy Supervisor	DCHS	Fortnight
22	DCHS, Nellore	321	Pharmacy Supervisor	DCHS	Fortnight
23	DCHS, Chittoor	750	Pharmacy Supervisor	DCHS	Fortnight
24	DCHS, Kadapa	321	Pharmacy Supervisor	DCHS	Fortnight
25	DCHS, Anantapur	536	Pharmacy Supervisor	DCHS	Fortnight
26	DCHS, Kurnool	1071	Pharmacy Supervisor	DCHS	Fortnight
27	RIMS, Srikakulam	171	Pharmacy Supervisor	Medical Superintendent	Fortnight
28	KGH, Visakhapatnam	279	Pharmacy Supervisor	Medical Superintendent	Fortnight
29	VGH, Visakhapatnam	343	Pharmacy Supervisor	Medical Superintendent	Fortnight
30	GGH,Kakinada	536	Pharmacy Supervisor	Medical Superintendent	Fortnight
31	GGH,Vijayawada	364	Pharmacy Supervisor	Medical Superintendent	Fortnight
32	GGH,Guntur	450	Pharmacy Supervisor	Medical Superintendent	Fortnight
33	RIMS,Ongole	193	Pharmacy Supervisor	Medical Superintendent	Fortnight
34	GGH, Nellore	236	Pharmacy Supervisor	Medical Superintendent	Fortnight
35	GMH Tirupathi	643	Pharmacy Supervisor	Medical Superintendent	Fortnight
36	RIMS, Kadapa	321	Pharmacy Supervisor	Medical Superintendent	Fortnight
37	GGH, Anantapur	429	Pharmacy Supervisor	Medical Superintendent	Fortnight
38	GGH, Kurnool	536	Pharmacy Supervisor	Medical Superintendent	Fortnight
39	MCH, Vizianagaram	321	Pharmacy Supervisor	Medical Superintendent	Fortnight
40	MCH Ongole,	107	Pharmacy Supervisor	Medical Superintendent	Fortnight
41	MCH Adhoni	214	Pharmacy Supervisor	Medical Superintendent	Fortnight
42	DH, Anakapalli	150	Pharmacy Supervisor	Medical Superintendent	Fortnight
<b>Total</b>		<b>15836</b>			