



**GOVERNMENT OF ARUNACHAL PRADESH**  
**OFFICE OF THE MISSION DIRECTOR**  
**NATIONAL HEALTH MISSION**  
**C-SECTOR NAHARLAGUN-791110,**  
**DISTRICT PAPUMPARE**

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NIT No. APRHM 2019/06

Dated: 2<sup>nd</sup> September 2021

**Notice Inviting Tender**  
**For**  
**Procurement of Tablet Computers for National Health Mission Govt of Arunachal Pradesh**  
**Tender Document to be downloaded from [www.nrhm.arunachal.gov.in](http://www.nrhm.arunachal.gov.in)**

**Time schedule of tender related events:**

Total Tender Cost	Rs. 1,32,32,000.00 (Rupees One Crore Thirty Two Lakhs Thirty Two Thousand Only)
Bid Document Download Start Date	9 <sup>th</sup> September 2021
Pre Bid Conference	13 <sup>th</sup> September 2021
Bid Submission Start Date	9 <sup>th</sup> September 2021
Bid Submission End Date	23 <sup>rd</sup> September 2021
Technical Bid Opening Date, Time and venue	24 <sup>th</sup> September 2021
Earnest Money Deposit (EMD)	Rs. 1,32,320.00 (Rupees One Lakh Thirty Two Three Hundred Two ) for APST Bidders Rs. 2,64,640.00 (Two Lakhs Sixty Four Thousand Six Hundred Forty) only for Non APST Bidders in the form of Account Payee Demand Draft from any of the commercial bank in an acceptable form, payable to the Arunachal Pradesh State Health Society, SBI Naharlagun Branch.
Tender Document Fee	Rs. 5000/- (Rupees Five Thousand only) in form of Demand Draft in favour of Arunachal Pradesh State Health Society

Sd/-(P. Parthiban) IAS  
 Secretary (H&FW)  
 Government of Arunachal Pradesh  
 Naharlagun

NIT No. APRHM 2019/06

Dated: \_\_\_\_<sup>th</sup> September 2021

Copy to:

1. The Director, IPR, Govt. of Arunachal Pradesh for publication in National and Local newspapers please.
2. Office copy

  
 (C. R. Khampa)  
 Mission Director (NHM)  
 Government of Arunachal Pradesh  
 Naharlagun

**1. TERMS AND CONDITIONS OF THE TENDER**

- 1.1 The material and service required:** This tender call is issued for supply of the following items as mentioned below as per the terms and conditions of this tender document. All the terms and conditions are to be read as mentioned in this document. The Arunachal Pradesh State Health Society, National Health Mission, Department of Health & Family Welfare, Government of Arunachal Pradesh, intends to provide Tablet PCs to the department Health Service Providers across the state for data entry and updating records into ANMOL application. The Mission Director, National Health Mission Govt. of Arunachal Pradesh invites the bids from the prospective bidders interested to supply the items to National Health Mission, Government of Arunachal Pradesh.

Sl. No.	Schedule-I (as specified)	Quantity
1	Tablet PCs with Cover	700 Nos

**NOTE:** a) the quantities specified above are subject to change based on bidding rates.  
b) Nos. means units in Numbers

- 1.2 Scope of incidental services:** Furnishing of a detailed operation and maintenance manual for each appropriate unit of the supplied goods.
- 1.3 Maintenance:** Successful bidder has to supply & maintain all the items including re-installation of Operating system and other applications incase gets corrupted. In case the supplied items are down and not working, same need to be replaced with new machine with equivalent / higher configuration within the warranty period for normal functioning.
- 1.4 Delivery period:** Bidder shall deliver the goods within **Four (4) weeks** from the date of signing of the contract. The items are to be delivered at the state Headquarter, i.e Office of the MD (NHM), C-Sector, Naharlagun.
- 1.5 Warranty:** The Bidder should provide **3 years** comprehensive warranty for all the items delivered including Batteries, Spares -Parts/Service/On-site from the date of successful supply of items. 1 year warranty should be free of cost.

**1.6 Method of Selection**

**1.6.1** Successful bidder will be evaluated based on scores given based on Technical and Financial Bids for the tablets, with specified specification of this tender document. However, the specifications are of minimum configuration and the Board constituted by the competent authority may decide on selection of the brand and model of the items.

**1.6.2** The technical Evaluation will carry 80 marks based on Technical Evaluation Criteria and other terms and conditions.

**1.6.3** Financial Bid shall carry 20 Marks. Score for Financial Bid shall be done on the formula

$$\text{Financial Bid Point} = \frac{\text{Lowest Bid}}{\text{Price quoted by the firm}} \times 20$$



**1.7 Technical Evaluation Criteria:**

**1.7.1** Representations received from the bidders on the issues related to Technical bids evaluation within 7 days from the date of pre bid on the issues related to the tender terms and conditions will only be accepted. Representations received beyond this period will not be considered and strictly rejected.

**2. Qualification criteria:**

- 2.1 The Manufacturer of the offered device should be an Original Equipment Manufacturer (OEM) of Tablet Computers. The offered Tablet Computers in response to this bid should have been manufactured by an Original Equipment Manufacturer (OEM) with a minimum period of 3 years experience in manufacturing.
- 2.2 The equipment offered should be of latest manufacturing year.
- 2.3 The bidder should be a manufacturer/ authorized distributor /dealer of manufacturer and should be in business of manufacture and or supply and maintenance of the Tablet PC for a minimum period of **Three (3) years** as on bid calling date. **The Manufacturer's Authorization Form specific to this tender should be submitted as per the Annexure-1.**
- 2.4 Bidder shall enclose a declaration from OEM stating that the products quoted in the present tender are latest and are still being manufactured and OEM shall continue to provide services and support for the product offered in the present tender for next 3 years.
- 2.5 The bidder shall submit the copies of Incorporation Certificate, Memorandum & Article of Association, company PAN card, GST Registration certificate and Balance sheets certified by Chartered Accountant, Income Tax of last three financial years ( 2018-19, 2019-20 and 2020-21) and GST returns for the last 1 year.
- 2.6 The Annual Turnover of the Bidders should be minimum Rs.300.00 Lakhs or above for the past three financial years. All supporting documents establishing the turnover, audited accounts certified by the Chartered Accountant for the respective years must be enclosed.
- 2.7 The Chartered Accountant certified profit & loss Account should be certified with UIDN.
- 2.8 The Manufacturer/OEM should have full-fledged offices/service centers across India and at least one service center in Arunachal Pradesh within 50 Km radius from Naharlagun as on bid calling date. Details of the service centers or service personnel should be enclosed in Form P4.
- 2.9 The Manufacturer/OEM should have a helpline number to receive calls related to equipment information and service in case of breakdown.
- 2.10 The bidder/OEM should have the **minimum cumulative sales turnover** (numbers) for the items/products mentioned (irrespective of model) and for the brand offered, in the financial years as mentioned below :



Sl. No.	Item name	Financial	Min. Total Sales	Brand offered
		Years	(nos.)	sales (nos.)
1	Tablet PCs of 8" or above size		1000 Nos.	

2.11 The bidder should furnish the information on major past supplies under the relevant product/services against sales.

2.12 The bidder should have experience in supply and service of such equipments to any Central/State/PSU/Semi Government organizations.

2.13 The bidder should submit/give declaration stating that they are not debarred/blacklisted by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations, World Bank or any major Enterprise /Organization in India for non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices. Further stating/declaring that no cases pending against the firm/organization either in Government(State or Union) for involvement in cases for supply of sub-standard goods/material or track record of supply of inferior quality or no enquiries on past supplies are being conducted or underway in the prescribed Format P5. If the bidder is debarred/ blacklisted as mentioned above, such bidder becomes ineligible to participate in the bidding process. In case of any concealing of information relating to blacklisting or pending of cases as mentioned above, the MD NHM reserves the right to cancel the work order/contract allotted, apart from forfeiting EMD/PBG. NHM reserves the right further to take penal action on the bidder.

2.14 The MD NHM reserves the right in not considering the bid of a bidder, if such bidder/consortium member was a previous supplier and had a past bad track record or their earlier performance was unsatisfactory on any count.

2.15 All the Relevant documents in support of above should be furnished with Technical Bid.

### 3. Statement of important limits/values related to bid

Sl. No.	Item	Description
3.1	EMD	Earnest Money Deposit in form of Demand Draft should be submitted with technical bid.
3.2	Bid Validity Period	180 days from the date of opening of bids
3.3	EMD Validity Period	Demand Drafts with 3 months or more validity will be accepted as EMD.
3.4	Maintenance Period	3 years comprehensive maintenance including warranty period from the date of supply of items.
3.5	Variation in quantities	Orders will be placed based on the Govt. Of India's approval received by State NHM.
3.6	Period for	Within 20 days from date of receipt of Notification of Award



Tender Document for procurement of Tablet PC  
NHM Arunachal Pradesh

	signing contract	
3.7	Warranty period	12 Months from the date of successful supply of all the items supplied. Extended warranty of another 2 years.
3.8	Payment terms	On delivery and submission of satisfactory report by a Board constituted by the competent authority.
3.9	Late deliveries	LD for late deliveries 1% of the total order value for late delivery or deemed late delivered goods for One week, 1.5% for Two weeks or part thereof, 2% for Three weeks or part thereof, 2.5% for 4 weeks or part thereof and cancellation of work order beyond 4 weeks.
3.10	Conditional bids	Not acceptable and liable for rejection
3.11	Procedure for Bid Submission	Bids shall be submitted in 1 single packet containing 2 two different packets each for technical bid and financial bid. All bids should be sealed properly.

**4. Technical Specification of the items:** The technical specifications detailed below are of minimum configuration. Bids for devices with latest and higher configuration may be quoted.

Minimum specifications	
Display	8" or above with capacitive Touch with Multi Touch Gestures
Processor	Quad Core Processor 1.2 GHz, 64 bit or higher clock size
RAM	2 GB RAM or Higher
Memory	16 GB expandable at least up to 32GB
OS	Latest version of Android or one version below the latest (major version)
Display resolution	1024 x 600 Pixels or higher
Ports	Minimum one micro USB port
Audio Jack	Yes (3.5 mm headphone jack)
Speaker	Inbuilt Speaker
Wifi	802.11/b/g/n 2.4 GHz or higher
Bluetooth	Version 4.0 or higher
SIM Slot	Minimum one SIM slot supported with GSM 2G, 3G and 4G bands
GPS	GPS/AGPS
Geotagging	Yes
Rear Camera	5 MP with Autofocus or Higher Resolution
Front camera	2 MP or Higher Resolution
Certification	CE, BIS, SAR (compliant with Govt. guidelines) and FCC certification
Warranty	Three year comprehensive warranty
Battery	4850 mAH Li-Ion/Li-Pol Battery or above
Sensors	Accelerometer
Carry case	Compatible bookcase cover
Accessories	Ear phone, charging adopter, connecting cables and driver media etc.
Others	The device must be compatible with MS Windows, Linux, and Android OS to take backup and OTG support
MDM	Optional for States / UTs as per their requirement and readiness
Facility to make calls	Yes

**Note:** all Tablet PCs should come with compatible book case cover with no extra cost

**5. Bid Submission Procedure:**

- 2.1** Bids shall be submitted in hard copy with signature of the bidder on all the pages of the bid. Offers should be made in two sealed parts namely, "Technical bid" and "Financial bid" and again sealed in single envelop. Each offer should be placed in a separate envelop super scribed "Technical Bid" and "Financial Bid", and packed in 1 (one) case, followed by the title mentioned above against "Tender Call for supply of PC Tablets".

- 2.1.1 EMD details should be given in the "Technical Bid".
- 2.1.2 Non refundable Tender document cost to be given in the "Technical Bid".
- 2.1.3 Tenders will be accepted from the firms who have submitted EMD and Bid Document cost in form of Demand Draft.
- 2.1.4 All correspondence should be in English and with MD NHM.
- 2.1.5 NIT Document may be downloaded by interested bidders from the NHM website [www.nrhmarunachal.gov.in](http://www.nrhmarunachal.gov.in).
- 2.1.6 All technical documents should be submitted in Technical Bid Envelop.

**2.2 Technical Bid:**

- 2.2.1 General information on the bidder's company in Form P1
- 2.2.2 Turn over details of the Firm in Form P2
- 2.2.3 Sales Turn over details of the products offered in Form P3
- 2.2.4 List of major customers in support of turnover in Form P3A
- 2.2.5 Details of service centers in Form P4
- 2.2.6 Manufacturer's authorization(Annexure-I) to participate in bidding process apart from such other documents like authorization certificate for dealing in the products for which bid is submitted.(However this will not apply to Manufacturers)
- 2.2.7 Declaration of Clean Track record -Form P5.
- 2.2.8 Any other documents as per this tender document.
- 2.2.9 EMD in form of Demand Draft
- 2.2.10 Tender documents fee
- 2.2.11 Bid Letter Form
- 2.2.12 Document proofs as per the tender document
- 2.2.13 Deviation(s) to technical specifications, if any in Form T-1
- 2.2.14 Check list in Form T-2
- 2.2.15 Detailed technical documentation, reference to various industry standards to which the products/services included in vendor's offer conform, and literature concerning the proposed items in Form T-3 (Bidder's format)
- 2.2.16 Other information, if any required in bid document in Form T-4 (Bidder's format)

**2.3 Financial bid:**

- 2.3.1 The financial bid should provide cost calculations corresponding to unit price of each item in Form F-1 and F-2.
- 2.3.2 The financial bid should provide cost calculations showing Rate, GST, Discounts (if any) and Total final rate.



## 2.4 Pre-bid Meeting

- 2.4.1 All bidders can participate in the meeting to seek clarifications on the bid, if any. Only one representative shall be allowed to attend the Pre Bid meeting.

3. **Bid evaluation procedure:** Bids would be evaluated for entire Schedule. Bidders should offer prices for the Schedule and for the full quantity of Schedule failing which such bid will not be considered. Technical bid documentation should be in the prescribed format. If a vendor has any comment to offer about the procedural aspects of this tender, it should be intimated to MD NHM Arunachal Pradesh during the pre-bid meeting. In case the schedule or procedure of tender processing is revised, the same shall be communicated through a corrigendum on official website [www.nrhmarnachal.gov.in](http://www.nrhmarnachal.gov.in)

- 3.1 **Opening of bids:** The Technical bids will be opened at the scheduled date by a board constituted by the Department.
- 3.2 After evaluation of technical bids, the financial bids of only those bidders who qualify in technical evaluation with minimum score of 75% will be opened after the competent authority approves the Technical Bids Evaluation Report submitted by the board.
- 3.3 **EMD Validity:** The EMD will be scrutinized first for the amount and validity period. The bids submitted with required EMD amount and validity only will be considered for the evaluation. The bids submitted with insufficient EMD amount/validity will be treated as disqualified bids and those bids will not be considered for further evaluation.
- 3.4 **Technical bid documentation:** The documentation furnished by the vendor shall be examined prima facie to see if the product /services offered, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
- 3.5 **Award Criterion:** Final choice of firm to be awarded the work shall be made on the basis of the highest score secured.

## 4. General instructions to bidders.

### 4.1 Definitions

- 4.1.1 **Tender call or invitation for bids** means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
- 4.1.2 **Specification** means the functional and technical specifications or statement of work, as the case may be.
- 4.1.3 **Firm** means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
- 4.1.4 **Bidder** means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the



contract shall mean the successful bidder with whom NHM signs the contract for rendering of goods and services.

- 4.1.5 **Technical bid** means that part of the offer that provides information to facilitate assessment by NHM, professional, technical and financial standing of the bidder, conformity to specifications etc.
- 4.1.6 **Financial Bid** means that part of the offer, that provides price schedule.
- 4.1.7 **Two part Bid** means the Technical bid and financial bids submitted in physical to NHM and their evaluation is sequential.
- 4.1.8 **Composite bid** means a bid in which the technical and financial parts are combined into one but their evaluation is sequential.
- 4.1.9 **Goods and services** mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
- 4.1.10 **The word goods** when used singly shall mean the hardware, firmware component of the goods and services.
- 4.1.11 **Maintenance period** means period mentioned in bid document for maintaining the systems beyond warranty period.

#### **4.2 General Eligibility**

- 4.2.1 This invitation for bids is open to all firms both from within and outside India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the pre qualification criterion.
- 4.2.2 Bidders marked/considered by NHM to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be accepted.
- 4.2.3 Bidder/Consortium Member debarred/ blacklisted by any Central or State Govt. / Quasi -Govt. Departments or organizations as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- 4.2.4 Breach of general or specific instructions for bidding, general and special conditions of contract with NHM or any of its user organizations may make a firm ineligible to participate in bidding process.

#### **4.3 Bid forms**

- 4.3.1 Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- 4.3.2 For all other cases the bidder shall design a form to hold the required information.





**4.4 Cost of bidding**

- 4.4.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and NHM will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- 4.4.2 Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

**4.5 Clarification of bidding documents**

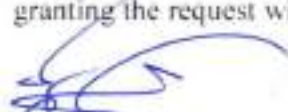
- 4.5.1 A prospective vendor requiring any clarification of the bidding documents may notify MD NHM. Written copies/e-mail of the NHM response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- 4.5.2 No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that NHM shall not entertain any correspondence regarding delay or non-receipt of clarification from NHM.

**4.6 Amendment of bidding documents**

- 4.6.1 At any time prior to the deadline for submission of bids, NHM, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
- 4.6.2 All prospective bidders those have received the bidding documents will be notified of the amendment and such modification will be binding on all bidders.
- 4.6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the NHM, at its discretion, may extend the deadline for the submission of bids.

**4.7 Period of validity of bids**

- 4.7.1 Bids shall remain valid for the 180 **days** or duration specified in the bid document, after the date of bid opening prescribed by NHM. A bid valid for a shorter period shall be rejected as non-responsive.
- 4.7.2 In exceptional circumstances, the NHM may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.



**4.8 Submission of bids**

4.8.1 The bidders shall submit all the bids in hard copy dropped in the tender box.

**4.9 Deadline for submission of bids**

4.9.1 Bids must be submitted not later than the bid submission date and time specified in the tender notice.

4.9.2 The NHM may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the NHM and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**4.10 Late bids**

4.10.1 Any bid not received by the NHM by the deadline for submission of bids will be rejected and returned unopened to the bidder.

**4.11 Modification and withdrawal of bids**

4.11.1 No bid can be modified subsequent to the deadline for submission of bids.

4.11.2 No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

**4.12 General Business information:**

4.12.1 The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

**4.13 Bid security i.e. earnest money deposit (EMD)**

4.13.1 The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.

4.13.2 The bid security is required by NHM to:

4.13.2.1 Assure bidder's continued interest till award of contract and

4.13.2.2 Conduct in accordance with bid conditions during the bid evaluation process.

4.13.3 The bid security shall be in Indian rupees and shall be an irrevocable letter of credit or cashier's certified cheque, issued by a reputable bank scheduled in India.

4.13.4 Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than Sixty (60) days after the expiration of the period of bid validity prescribed by NHM.

4.13.5 The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security.





4.13.6 The bid security may be forfeited if a bidder withdraws its bid during the process of opening of bid validity or in the case of a successful bidder, if the bidder fails to sign the contract in time; or to furnish performance security.

## **5. Standard procedure for opening and evaluation of bids**

### **5.1 Outline of bid evaluation procedure**

- 5.1.1 The bid opening and evaluation process will be sequential in nature. Means that bidder must qualify a particular stage to be eligible for next stage. Finally financial bids of those bidders will be opened who are short listed in technical evaluation.
- 5.1.2 In case of composite bid – technical and financial bids combined together, first technical evaluation will be done followed by financial evaluation of only those bids, which have qualified in technical evaluation.
- 5.1.3 Any participating vendor may depute a representative to witness these processes.
- 5.1.4 The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or NHM may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing and consequent project execution.

**5.2 Clarification of bids:** During evaluation of the bids, NHM may, at its discretion, ask the bidder for clarification of its bid.

### **5.3 Evaluation and comparison of financial bids**

- 5.3.1 Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of user.
- 5.3.2 Evaluation of financial bid will take into account, in addition to the basic bid price, one or more of the following factors:

### **5.4 Performance and productivity of the equipment**

- 5.4.1 Bidders shall state the guaranteed performance or efficiency in response to the specifications.

### **5.5 Contacting NHM**

- 5.5.1 Bidder shall not approach NHM officers outside of office hours and / or outside NHM office premises, from the time of the tender call notice to the time the contract is awarded.
- 5.5.2 Any effort by a bidder to influence NHM officers in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the NHM, it should do so in writing.



**5.6 Right to vary quantities at time of award**

- 5.6.1 NHM reserves the right at the time of award to increase or decrease the quantity, as indicated in tender call, from the quantity of goods and services originally specified in the specification without any change in unit price or other terms & conditions.

**5.7 Right to accept any bid and to reject any or all bids.**

- 5.7.1 NHM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

**5.8 Notification of award**

- 5.8.1 Prior to expiration of the period of bid validity, NHM will notify the successful bidder in writing, that its bid has been accepted.
- 5.8.2 Upon the successful bidder's furnishing of performance security, NHM will promptly notify each unsuccessful bidder and will discharge its bid security.

**5.9 Signing of contract**

- 5.9.1 At the same time as the NHM notifies the successful bidder that its bid has been accepted, the NHM will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 5.9.2 On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the NHM.

**5.10 Corrupt, fraudulent and unethical practices**

- 5.10.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution and
- 5.10.2 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition:
- 5.10.3 "Unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.
- 5.10.4 NHM will reject a proposal for award and also may debar the bidder for future tenders in NHM, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.





**6. General conditions of proposed contract (GCC)**

**6.1 Definitions** In this contract, the following terms shall be interpreted as indicated. Terms defined in general instructions to bidders section shall have the same meaning.

6.1.1 **"Contract"** means the agreement entered into between the NHM and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

6.1.2 **"Contract price"** means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations;

6.1.3 **"Incidental services"** means those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the vendor covered under the contract;

6.1.4 **"GCC"** means the general conditions of contract contained in this section.

6.1.5 **"SCC"** means the special conditions of contract if any.

6.1.6 **"NHM"** means the National Health Mission.

6.1.7 **"Purchaser/ User"** means ultimate recipient of goods and services

6.1.8 **"Vendor or Bidder"** means the individual or firm supplying the goods and services under this contract.

6.1.9 **"Day"** means calendar day

**6.2 Application:** These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

**6.3 Standards:** The goods supplied under this contract shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution.

**6.4 Packing**

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

6.4.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the NHM.

**6.5 Delivery and documents**

6.5.1 Delivery of the goods/services shall be made by the vendor in accordance with the terms specified in the Schedule of requirements. The details of shipping and / or other documents to be furnished and submitted by the vendor are specified below.



**6.6 For Goods supplied from abroad:**

- 6.6.1 Within 24 hours of shipment, the Vendor shall notify the NHM and the Insurance Company by cable or telex or fax full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Vendor shall mail the following documents to NHM, with a copy to the Insurance Company.
- 6.6.2 Four copies of supplier's invoice showing goods description, quantity, unit price and total amount;
- 6.6.3 4 copies of packing list identifying contents of each package;
- 6.6.4 Insurance certificate; Manufacturer's/Supplier's warranty certificate;
- 6.6.5 Inspection certificate, issued by the nominated inspection agency and the Supplier's factory inspection report; and Certificate of origin.
- 6.6.6 The above documents shall be received by the NHM at least one week before arrival of Goods at the port or place of arrival and, if not received, the Vendor will be responsible for any consequent expenses.
- 6.6.7 Upon delivery of the goods to the user, the vendor shall notify the NHM and mail the following documents to the NHM:
  - 6.6.7.1 Four copies of the Vendor invoice showing goods description, quantity, unit price total amount;
  - 6.6.7.2 Delivery note, or acknowledgement of receipt of goods from the user;
  - 6.6.7.3 Manufacturer's or Supplier's warranty certificate;
  - 6.6.7.4 Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report.
  - 6.6.7.5 Certificate of Origin;
  - 6.6.7.6 Insurance policy;
  - 6.6.7.7 Excise gate pass Octroi receipts wherever applicable duly sealed indicating payments made; and
  - 6.6.7.8 Any of the documents evidencing payment of statutory taxes.
- 6.6.8 The above documents shall be received by the NHM before arrival of the Goods (except deliver note and where it is handed over to the user with all documents) and if not received, the vendor will be responsible for any consequent expenses.

**6.7 Transportation :** Transport of the goods shall be arranged by the vendor at his cost.**6.8 Incidental services :** The Vendor may be required to provide any or all the following services, including additional services :

- 6.8.1 Performance or supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract, and





- 6.8.2 Prices charged by the Vendor for the preceding incidental services, if any, should be indicated separately (if required), and same will be mutually negotiated separately.

**6.9 Warranty:**

- 6.9.1 The Vendor warrants that the goods and services supplied under the contract are new, unused, 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 Vendor further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 6.9.2 The warranty period shall be as stated in bid document. The Vendor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the Vendor shall, make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expenses and to carry out further performance tests.
- 6.9.3 NHM /user shall promptly notify the Vendor in writing of any claims arising under this warranty.
- 6.9.4 Upon receipt of such notice, the Vendor shall, within the period specified in GCC and with all reasonable speed, repair or replace the defective goods and services or parts thereof, without costs to the user.
- 6.9.5 If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the NHM /user may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the NHM /user may have against the Vendor under the contract.
- 6.9.6 The vendor shall also submit bids for extended warranty of another 2 years in the financial bid itself.

**6.10 Maintenance service**

- 6.10.1 Free maintenance services including spares shall be provided by the vendor during the period of warranty. User, at its discretion may ask the vendor to provide maintenance services after warranty period, i.e. Annual maintenance and repairs of the system at the rates indicated by bidder in its proposal and on being asked so, the vendor shall provide the same. The cost of annual maintenance and repairs cost (after warranty period), which will include cost of spares replaced, shall be paid in equal quarterly installments at the end of each quarter.
- 6.10.2 The maximum response time for maintenance of complaint from any of the destination shall not exceed 48 hours.
- 6.10.3 The amount of penalty if any will be recovered at source from the performance guarantee during the warranty or from annual maintenance charges payable as the case may be.



6.10.4 The bidder should have a dedicated helpline number for registering any complaint.

**6.11 Payment**

6.11.1 The vendor's request(s) for payment shall be made to the NHM in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/performed.

6.11.2 The currency of payment will be Indian rupees.

6.11.3 Payment shall be made as indicated in Bid document.

6.11.4 The annual maintenance and repair cost as per separate agreement if any, shall be paid in equal quarterly installments at the end of each quarter as per the rates quoted and agreed.

6.11.5 Payment will be made through PFMS.

**6.12 Contract amendment** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**6.13 Assignment :** The Vendor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent from NHM.

**6.14 Termination for default**

6.14.1 The NHM, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

6.14.1.1 if the Vendor fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension thereof granted by the NHM or

6.14.1.2 if the Vendor fails to perform any other obligation(s) under the Contract or

6.14.1.3 if the Vendor, in the judgment of the NHM has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

**7. Force majeure**

7.1 The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for 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.

7.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the NHM in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.





7.3 If a Force Majeure situation arises, the Vendor shall promptly notify the NHM in writing of such condition and the cause thereof. Unless otherwise directed by the NHM in writing, the Vendor 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.

#### **8. Termination for insolvency**

8.1 NHM, may at any time terminate the contract by giving 30 days written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NHM.

#### **9. Termination for convenience**

9.1 NHM, may at any time by giving 30 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the NHM /Purchaser's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

9.2 The goods that are complete and ready for shipment within thirty (30) days after the vendor's receipt of notice of termination shall be accepted by the NHM at the contract terms and prices. For the remaining Goods, the NHM may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

#### **10. Resolution of disputes**

10.1 The NHM and the Vendor 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.

10.2 If, after thirty (30) days from the commencement of such informal negotiations, the NHM and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.

10.3 The dispute resolution mechanism shall be as follows:

10.3.1 In case of a dispute or difference arising between the NHM and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996 by a Sole Arbitrator to be appointed by the parties by mutual consent within the jurisdiction of Itanagar/Naharlagun. The language of Arbitration shall be in English. The decision of the Sole Arbitrator shall be final and binding on the parties. The parties shall bear the cost of Arbitration Proceedings equally.



11. **Governing language** The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in English.
12. **Applicable law** The contract shall be interpreted in accordance with appropriate Indian laws.
13. **Notices**
- 13.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email, cable or facsimile and confirmed in writing to the other party's address.
- 13.2 A notice shall be effective when delivered/tendered to other party whichever is earlier.
14. **Taxes and duties** The vendor shall be entirely responsible for all taxes, duties, license fee, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned.





**Bid Letter Form**

From:  
(Registered name and address of the bidder.)

To:  
The Mission Director, National Health Mission  
C-Sector, Naharlagun  
Papumpare District, Arunachal Pradesh, PIN: 791110

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services/execute the works including supply, delivery installation of hardware, firm wares and soft wares as the case may be, in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated .....

Project title:

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents for an estimated sum of Rs..... (total bid amount in words and figures) which may vary in accordance with the schedule of prices attached herewith and coverage options made by NHM or its user organization.

If our bid is accepted, we undertake to:

1. provide services/execute the work according to the time schedule specified in the bid document,
2. obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
3. agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place:  
Date:

Bidder's signature  
and seal.

Tender Document for procurement of Tablet PC  
NHM Arunachal Pradesh

Contract Form

Contract Ref No: \_\_\_\_\_

THIS AGREEMENT is made on \_\_\_\_ day of \_\_\_\_\_

BETWEEN

**The Mission Director , National Health Mission, C-Sector , Naharlagun , Papumpare District, Arunachal Pradesh, India,** (hereinafter called "the Purchaser"), Health and Family Welfare Department, Government of Arunachal Pradesh, Itanagar

and

\_\_\_\_\_ a company incorporated under the laws of India and having its registered office at \_\_\_\_\_, (Hereinafter called "the Supplier").

WHEREAS

The Purchaser invited bid for certain goods and ancillary services viz., *Supply of \_\_\_\_\_ for supply at \_\_\_\_\_* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of Rs. \_\_\_\_\_ (\_\_\_\_\_) including all taxes and duties (hereinafter called as "the Contract Price")

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of bid document referred to

**Scope of the Work**

**Brief outline of the work:** To Supply \_\_\_\_\_ at \_\_\_\_\_, The detailed scope is as covered in RFP and subsequent clarifications.

**2. Contract Documents**

**The following documents shall constitute the Contract between the User and the Supplier, and each shall be read and construed as an integral part of the Contract:**

- I This Contract Agreement and the Annexures attached to the Contract Agreement
- II. Notification of award
- III. Minutes of meeting held on \_\_\_\_\_
- IV. Pre – bid conference minutes
- V. Bid document Ref No. \_\_\_\_\_ Dt. \_\_\_\_\_



Tender Document for procurement of Tablet PC  
NHM Arunachal Pradesh

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.

*Brief particulars of the goods which shall be supplied /provided by the Supplier are as under:*

Sl. No	Material	Qty	Unit Price	Total Price
1.				
2.				
3.				
	<b>Grand Total</b>			

TOTAL VALUE :: \_\_\_\_\_  
 DELIVERY SCHEDULE: \_\_\_\_\_  
 WARRANTY :: \_\_\_\_\_  
 SUPPLIERS RESPONSIBILITY: \_\_\_\_\_  
 EXIT CLAUSE :: \_\_\_\_\_  
 PAYMENT TERMS: \_\_\_\_\_

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives on the day and year first above written.

For and on behalf of the Supplier  
 in the capacity of \_\_\_\_\_  
 -M/s. \_\_\_\_\_ in the  
 presence of

For and on behalf of the Purchaser  
 Signed: in the capacity of **Mission  
 Director, NHM** in the presence of



Tender Document for procurement of Tablet PC  
NHM Arunachal Pradesh

Annexure - A					
Items	Brand	Configuration	Qty.	Unit Price	Total Price

## Annexure – B

## Amendments &amp; Other Documents

Sno	Amendment No	Date	Amendment Description





**Manufacturer Authorization**

The authorization should be in the nature of a letter, memorandum or certificate regularly granted by the manufacturer to its channel partners, authorized solution providers, system integrators, distributors, etc. or a specific letter issued for purposes of this bid. Such communication should include statements / undertakings from the said manufacturer to the following effect:

1. Guarantee and warranty coverage in respect of the goods and services manufactured by the said manufacturer shall be honored by that manufacturer, their channel partners, distributors, authorized service centers as the case may be.
2. The manufacturer updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc. on a regular basis.
3. The manufacturer provides back to back technical support to the said bidder on a continuing basis.
4. The said bidder is authorized to provide service and solutions using hardware, firmware and / or software as the case may be.

**Note:** The letter of authority should be signed by a person competent and having the power of attorney to bind the manufacturer.



## Form P-1

## Bidder's General Information

1	Name of the organization	
2	Year of establishment	
3	Registered Office Address	
4	Phone No.	
5	Fax No.	
6	Email	
7	Contact person details with phone no.	
8	Total No. of branch offices in Arunachal Pradesh	
9	Total Support engineers at -	
10	At Head office ( No.)	
11	At branch offices (No.)	
12	Whether Manufacturer?	If Yes, Provide relevant documents
13	Whether authorized dealer/	If Yes, Provide relevant documents
14	Details of EMD furnished	
15	Details of certificates enclosed.	





Tender Document for procurement of Tablet PC  
NHM Arunachal Pradesh

Form P-2

## Turnover Details

Schedule:	2018-19	2019-20	2020-21
Turnover (in INR)			
Profit Before Tax (in INR)			
Net Worth of Company			

Place:

Date :

Bidder's signature and seal



## Form P-3

### Sales Turn Over

Item wise sales turnover details as per qualification criteria of this document (taking into consideration all the amendments issued to this document if any) are to be provided in the following format along with supporting documents:

Sl. No.	Document Ref. No. (Copies of documents to be uploaded.	Item to be specified here					
		Brand Offered : <<To be specified>>					
		FY 2018-19		FY 2019-20		FY 2020-21	
		Total Sales	Offered Brand Sales	Total Sales	Offered Brand Sales	Total Sales	Offered Brand Sales
	Total						

Form P-3A

### List of Major Customers

[illegible]

**Details of Service Centres****Form P-4**

Details of Service Centre across Arunachal Pradesh, within 50 KM radius of Naharlagun, Assam and other states

Sl. No.	State	Details of Service Centres to be specified here		
		Brand Offered : <<To be specified>>		
		Location Address	Contact Details	Details of proof documents attached





**Declaration Regarding Clean Track Record**

To,

The Mission Director, National Health Mission  
C-Sector, Naharlagun  
Papumpare District, Arunachal Pradesh, PIN: 791110

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. \_\_\_\_\_]. I hereby declare that my company/Consortium Partners has not been debarred/ black listed as on Bid calling date by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations, World Bank and any other major Enterprise Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. Further, declaring that no cases pending against the firm/organization either in Government (State or Union) or as mentioned above for involvement in cases for supply of sub-standard goods/material or track record of supply of inferior quality or no enquiries on past supplies are being conducted or underway. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



Tender Document for procurement of Tablet PC  
NHM Arunachal Pradesh

## Form T-1

Item wise technical compliance statement as per technical specifications mentioned in this document (taking into consideration all the amendments issued to this document, if any) is to be submitted in the following format:

Item Code:

Item Name:

Sl. No.	Parameter / Feature	Specification	Specification of proposed item along with Part Code, Qty. & Description if any (Part Code details must be provided if available)	Compliance (Complied Higher/Lower)	Reference for proof of compliance (Required does to be uploaded along with technical bid) (Detailed reference such as doc name, para no. page no. etc. should be provided)

**Check List****Form T – 2****Compliance/Agreed/Enclosed/ Deviation Statement**

The following are the particulars of compliance/deviations from the requirements of the tender specifications.

<b>Bid document reference</b>	<b>Remarks</b>
1. Delivery period	
2. Form P-1	
3. Form P-2	
4. Form P-3	
5. Form P-3A	
6. Form P-4	
7. Form P-5	
8. Form T-1	
9. Form T-2	
10. Form T-3	
11. Form T-4	
12. Form F-1	
13. Pre-qualification criterion	
14. Technical specifications	
15. Financial bid format	
16. General instruction to bidders	
17. Standard procedure for bid evaluation	
18. General condition of proposed contract(GCC)	
19. Special Condition of proposed Contract(SCC)	

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place:

Bidder's signature

Date :

and seal

**NOTE:** For every item appropriate remarks should be indicated like "no deviation", "agreed", "enclosed" etc. as the case may be.



## Commercial Bid Format

Form F-1

Sl. No.	Brand/Make & Model	Items description with offered specification	Unit Price without Taxes	Discount (if any)	Taxes/Duties etc. on unit price	Quantity in Nos.	Total Price without Taxes	Total Price with Taxes and duties etc.

(Signature of Bidder)

## Note:-

1. Unit of Measurement is as per the particulars mentioned in Section – A.
2. **Un-Priced Form F1** (Bill of Material) should be submitted along with Technical bid.
3. Bidder should bid for the entire schedule but not for part of the schedule.
4. Submission of bid for partial schedule will be strictly rejected.

## Commercial Bid Format for Extended warranty

Form F-2

Sl. No.	Brand/Make & Model	Warranty Year	quoted price of Tablet	Warranty price per unit (in %)	Warranty price per unit (in INR)	GST (%)	GST Amount (in INR)	Total Warranty price
		1 <sup>st</sup> Year						
		2 <sup>nd</sup> Year						
		3 <sup>rd</sup> Year						

