

# NATIONAL HEALTH SYSTEMS RESOURCE CENTRE

(NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi - 110067)

#### FILE NO. NHSRC/ 11-12/TENDER/01/PF-1/Multi Function Printer

21 December 2015

Tender Document- Providing and supply of networking printer on rental basis.

#### Tender Fee -Rs. 200/-

1.On behalf of the Executive Director, NHSRC, the Indenter, Sealed Tenders are invited for hiring in a SINGLE BID SYSTEM from reputed and experienced agency having experience in the services for the last three years to any Central / State Govt. organization or a large Public Sector Undertaking or reputed private organization in Delhi/NCR strictly subject to the Terms and Conditions of the Contract as notified in the tender document available in the NHSRC, NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi -110067. Eligible and interested agencies may send their Tenders by 10 January, 2016 to **The PAO, NHSRC, NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi** - **110067**.

2. This is a single Part Bid. tenders with rates should be submitted in a sealed envelope super scribing Tender Number and Due Date and Sender's name with full address including Telephone Number/Fax number etc.,

#### Schedule to the Invitation of Tender

1.	Tender document download/Sale date/time	:	10.00 Hrs. on 21 December 2015
2.	Tender document download/sale end date/time	:	1400 Hs. on 12 January 2016
3	Last date and time for receipt of bids	:	1500 Hrs. on 12 January 2016
4	Date and time for opening of SINGLE BID Technical cum Financial Bid		1600 Hrs. On 12 January 2016
5.	Service to be provided	:	Providing and supply of Document Centre Networking printer on rental basis for NHSRC ( of Make Canon/Xerox/HP Black & white only) (Model 2013 or above model)
6.	PERIOD/EXTENSION OF CONTRACT	:	One year from the date of Award of contract with an option of extension for a further period at the same rate, terms and conditions subject to providing of satisfactory services at the sole discretion of NHSRC.
7.	Validity of tender offers	:	180 days from date of opening of technical bid cum Financial Bid
8.	Bid Security (EMD) total estimated value	:	INR -15,000/-
9.	Performance Security (for Finalised Bidder only)	:	INR 30,000/-

- 3. The tender documents & other details are available in the NHSRC website <u>www.nhsrcindia.org</u> and Ministry of Health and Family Welfare website <u>www.mohfw.nic.in</u> and are also available for sale in the office of AO, NHSRC for Rs 200/- (Rupees Two hundred only) which can be paid in cash from 21-Dec-2015 to 12-Jan-2015 between 10:30 HRS to 1300 HRS on all working days or it can be down-loaded from website <u>www.nhsrcindia.org</u>. Where forms have been downloaded from the website tenderer shall enclose along with the tender a separate D.D. for Rs. 200/- drawn in favour of "National Health Systems Resource Centre" payable at Delhi towards the cost of tender documents in a separate sealed envelope super scribing on an envelope 'THROUGH WEBSITE'.
- 4. The duly completed sealed tender in the manner prescribed should be submitted to PAO, NHSRC concerned, at the above mentioned address up to 1400HRS till 12-Jan-2015 and shall be opened on the same day at 1500HRS in the presence of tenderer or their authorized representative (only one) who may wish to be present.
- 5. The offers shall remain open for acceptance for 180 days from the date of opening of the tender. Any tenderer not keeping offers open for the prescribed period; the same shall be summarily rejected.
- 6. If the date of opening of the tender is declared as holiday the tender will be opened on the next working day at the same time and venue.
- 7. Incomplete offer/offers not conforming strictly to the manner prescribed /offer not submitted on prescribed tender from **or late/delayed** tender shall not be considered and stand summarily rejected
- **8.** The offers submitted would be governed by all the terms & conditions laid down in the prescribed tender form in addition to the terms & conditions indicated herein.
- **9.** The Original copy of the tender along with documents required will be kept in a sealed cover and duly sealed and super scribed "**Providing and supply of Document Centre printer on rental basis for NHSRC**" with Tender number and date indicated thereon.
- **10.** NHSRC reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or scrap the tender enquiry at any stage without assigning any reason and NHSRC will not be liable for any costs and consequences incurred by the intending Tenderers.

Principal Administrative Officer NHSRC, New Delhi

# NATIONAL HEALTH SYSTEMS RESOURCE CENTRE

(NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi - 110067)

#### INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

From

The Principal Administrative Officer National Health Systems Resource Centre NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi - 110067 Tel: +91-1126108982, 83,84, 92,93. Fax: +91 - 11 - 26108994, Website: www.nhsrcindia.org

#### Sub : Providing and supply of Document Centre printer on rental basis for NHSRC (Make Canon/Xerox/HP) Black and White copy type

То

Dear Sir (s)

On behalf of the National Health Systems Resource Centre (hereinafter referred to as NHSRC), Principal Administrative Officer invites tenders under two bid system from Professional Service Providers (hereinafter referred as Service Provider) for **Providing and supply of Document Centre printer on rental basis for NHSRC** 

If you are in a position to quote in accordance with the requirements of the Tender, please submit your tender to this office in the prescribed tender form duly sealed and in the manner prescribed.

## 1. ADDRESS FOR CORRESPONDENCE:

The address for correspondence of NHSRC will be as indicated above.

For all purpose of this contract the address of the tenderer mentioned in the tender shall be the address to which all communications to the Service Provider shall be sent, unless the Professional Service Providers has notified a change by a separate letter sent by Registered Post with Acknowledgement-Due. The Professional Service Providers shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

#### 2. SCOPE / OBJECTIVE / DELIVERABLES OF THE CONTRACT :

#### A. Eligibility Criteria

The firm should:

- (i) Be a registered one under Company's Act
- (ii) Be registered with Sales /Service Tax Department, Government of Delhi;
- (iii) Have good financial standing.
- (iv) Have worked with at least 3 Government / Undertakings / Reputed Private Companies;

(v) Have the capability to supply the document centre printer of Canon/ HP/Xerox etc;

If the firm meets the above technical requirements, they may apply in the proforma placed at Appendix I, with photocopies of all the documents in proof of the Registration, Past Experience, Financial Strength and Experience.

#### B. Scope and Deliverables

I. The Vendor has to place their Printer for rent in National Health Systems Resource Centre, NIHFW Campus, National Rural Health Mission, Ministry of Health and Family Welfare, Government Of India.

II. The Company shall be responsible for maintenance service of printer including Cartridge of printer but excluding papers.

- III. The contract will be valid for a period of one year and the period of AMC will be informed after finalisation of the contract. The rates quoted will remain in force for the full period of the contract;
- IV. No demands for revision of rate on any account shall be entertained during the contract period.
- V. Printers reading shall be recorded by NHSRC. The service provider jointly and signed. The monthly payment will strictly be made on the basis of satisfactory report from the user.
- VI. No advance payment would be made in any case. The payments towards Providing and supply of Document Centre printer on rental basis for NHSRC shall be made in four instalments each at the end of month on production of satisfactory report i.e. on completion of satisfactory performance;
- VII. The Vendor shall not further sublet under any circumstances to a third party/sub-Vendor for the same;

Viii NHSRC shall not be responsible for the item placed for any damages to the same. It shall be sole responsibility of the service provider; however, NHSRC shall provide man power for its operation and daily running. He is to be trained and certified by the provider.

#### C. Right To Award Tender:

NHSRC reserves the right to award tender to one as and when felt necessary to any other agency, who may not be a bidder without assigning any reason, at the same rate, terms & conditions to which this tender shall be finalized. The bidder to whom the tender has been awarded against this tender shall not be entitled to any compensation or consideration in any of such events

#### 3. PREPARATION OF TENDER:

- a. The Tenderer should submit the tender documents, including invitation to tender intact, without detaching any page or pages, duly filled in/completed and signed on each page of Tender Form including the Annexures.
- b. In the event of the space on schedule form being found insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered serially, bearing the tender No. and should have full signature. In such cases reference to the additional pages must be made in the tender form.

#### 4. SIGNING OF TENDER:

The tender is liable to be ignored if complete information is not given therein or if the particulars asked for in the Tender are not fully filled in. The sealed tender complete in all respects duly filled in and signed by the tenderer or by the authorized representative with stamp and seal of the Tenderer / individual on all the pages of the tender. The persons signing tender or other documents connected with a contract must specify in what capacity he or she is signing the tender;

- i) Whether signing as a "sole proprietor" of the firm or his attorney.
- ii) Whether signing as a "partner" of the firm or their duly constituted attorney having authority to bind all partners in all the matter pertaining to contract.
- ii) In the case of companies and partnership firms registered under the Indian Companies Act, Indian Partnership Act and HUF the capacity in which signing, e.g., Secretary, Manager, Partner, Karta etc. or their duly constituted attorney and produce copy of document empowering him to do so.

#### 5. DELIVERY OF TENDER:

Original copy of the tender, NIT and the documents required as per the tender is to be kept in sealed envelope super scribed **"Providing and supply of Document Centre printer on rental basis for NHSRC**".

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In case tender is downloaded from the website the tenderer shall, along with the technical bid in the envelop superscribed 'A' enclose a separate D.D. for Rs.200/- plus Taxes as applicable drawn in favour of the "**National Health Systems Resource Centre**" **Payable at Delhi** towards the cost of tender documents and also super scribe on the envelope 'THROUGH WEBSITE'. The inner covers as well outer covers should be sealed and the tender number and date, name of the tenderer, phone number, E- mail, FAX etc indicated thereon. The outer cover should also bear the address of this office.

All outstation tenders should be sent by Registered Post / Speed Post so as to reach the designated office within the date & Time. NHSRC will not be responsible for any postal delay and no plea in this regard will be entertained. Any tenders received beyond the stipulated time and date will not be considered. NHSRC reserves the right to reject any tender which fails to comply with the above instructions.

#### 8. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- I. The offers shall remain open for acceptance for 180 days from the date of opening of the tender. Thereafter this period may be further extended by 30 days by the parties on mutual consent.
- II. Any tenderer not keeping offers open for the prescribed period shall be summarily rejected and his EMD is liable to be forfeited.

#### 9. OPENING OF TENDER:

- Tenderers are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the schedule. If the date fixed for opening of tenders is subsequently declared a holiday, the tenders will be opened on the next working day following the holiday but there will be no change in the time for opening.
- After evaluating the technical bid, the financial bids of only technically qualified Service Provider will be opened in presence of all the technically qualified Service Provider or their authorized representatives who may wish to be present at the time of opening of financial bids on a date and time to be notified subsequently. Financial bids of the parties who do not qualify in technical bid will not be opened.

#### **10. DEFINITIONS:**

- I. NHSRC means National Health Systems Resource Centre, New Delhi or authorized officer acting on its behalf
- II. PAO means 'Principal Administrative Officer' means head of Administrative Functions at NHSRC under whose Jurisdiction the tender process will take place.
- III. 'Professional Service Provider or Service Provider' means any firm or any representative duly authorized by the Service Provider/firm.
- IV. "Acceptance of Tender" means the letter of memorandum communicating to the tenderers, the

acceptance of his tender and includes an advance acceptance of his tender by FAX/Express letter.

- V. "Contract" means Notice inviting tender, Tender document, its schedules and acceptance of tender, general and special conditions of tender, agreements & annexures.
- VI. "Writing" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal as the case may be.
- VII. Words importing the masculine gender shall be taken to include the feminine gender and word importing persons shall include any company or association or body of individuals, whether incorporated or not.
- VIII. Terms and expressions not herein defined shall have the meaning assigned to them in the Indian Contract Act, 1872, or the General Clauses Act, 1897 as the case may be.

## 11. RATE / FINANCIAL BID:

The quoted rate should be inclusive of all taxes and other charges. The rate quoted shall be firm throughout the contract period and there shall be no upward revision of the same for any reason whatsoever. Income Tax and/or any other tax like the Sales Tax, Service Tax, and Surcharges Levied by statutory authorities/bodies etc may be incorporated as applicable will be deducted from the bill.

#### 12. LABOUR RULES:

In respect of all personnel directly or indirectly employed by the Professional Service Provider the Professional Service Provider shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen's Compensation Act 1923 and any amendments thereof and all legislation and rules of the State and/or Central Government or other local authorities, framed from time to time.

#### 13. VALIDITY OF THE BID:

The offers shall remain open for acceptance for 180 days from the date of opening of the Technical Bid. However, NHSRC reserves the right to extend this period by 30 days at its discretion. Thereafter this period may be further extended by 30 days by the parties on mutual consent.

14. NHSRC would be at liberty to reject any of the proposals at any stage, if the information furnished is found to be doubtful or improper.

15. The tenders of the tenderer will be evaluated by NHSRC through its authorized officers.

16. The Notice Inviting Tender, all the schedules and annexures to this tender document are to be read and construed as part of this tender and shall be binding on the tenderer/ Professional Service Provider.

#### 17. ACCEPTANCE OF TENDER :

i. NHSRC reserves the right to accept or reject any or all tenders without assigning any reason/notice

whatsoever and is not bound to accept the lowest tender and reserves the right to scrap the tender enquiry at any stage without assigning any reason and NHSRC will not be liable for any costs and consequences incurred by the intending Service Provider.

ii. Subject to NHSRC's right to accept any tender and reject any or all tenders, NHSRC will award the contract to the tenderer whose bid has been determined to be substantially responsive to the tender documents and who has offered the lowest Evaluated Tender Price, provided further that the tenderer has the capability and resources to carry out the contract effectively. The assessment will be

based on the evaluation of the details furnished in the tender. Copies of testimonials and other documentary evidences must be submitted along with the Bid for evaluation and confirmation of qualifying requirements. The Contract shall not be awarded to an agency merely because the rate quoted is low but the competence of the firm in relation to managerial capabilities, sustainability, track record, financial soundness, etc shall be given due consideration and the final decision shall depend on all these parameters. Offers of firms who, in the opinion of NHSRC do not satisfy the above requirements will not be accepted and the offer of the firm which is judged as competent to take up the job shall only be accepted. NHSRC reserves the right to reject or ignore the lowest or any other tender either in full or part without assigning any reasons thereof.

iii. On Finalization of tender NHSRC will communicate acceptance of the tender by way of letter of memorandum, FAX, E-mail, speed post etc. which will conclude a binding contract between the parties and the tenderer shall act upon such acceptance letter. The successful tenderer will get 15 days from the

date of receipt of the acceptance letter issued by NHSRC to remit the Security Deposit and sign the agreement

#### 18. PERIODICITY & EXTENSION OF THE CONTRACT:

The contract is for a period of One Years unless it is curtailed or terminated by NHSRC owing to deficiency of service, breach of contract, reduction of work etc. The contract shall automatically expire unless extended further by the mutual consent of contracting agency and NHSRC. The contract may be extended, on the same terms and conditions or with some addition / deletion / modification, for a further specific period mutually agreed upon by the successful service providing Company / Firm / Agency and NHSRC.

#### **19. CORRUPT PRACTICES:**

The tenderer shall not offer or give or agree to give any person in the employment of the NHSRC any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the containing or execution of the contract or any other contract with the purchaser or NHSRC or for showing or for bearing to show favour or disfavour to any person in relation to the contract with the NHSRC. Any breach of the aforesaid condition by the tenderer or anyone employed by him or acting on his behalf whether with or without the knowledge of the tenderer or the commission of any offence by the tenderer shall entitle the NHSRC to cancel the contract and all or any other contracts with the tenderer and recover from the tenderer of the amount of any loss arising from such cancellation.

## Appendix - I

## FINANCIAL BID

SI. No.	Description of items	Qty	Rate per month
1	Providing and supply of Document Centre n/w printer on rental basis for NHSRC (Make Canon/Xerox Copier, n/w Printer) (Black and White Prints only)	1 no.	

## ANNEXURE - I

## Income Tax Return & PAN Number

Tender Item No	Due for opening on: Name
of the Service	

Self Attested Copies of IT Return & PAN Number, as required by this Tender Enquiry is being submitted along with this tender as per details given below: -

	Remarks
Copies of Income Tax Returns for the Assessment	
Years (for last three years)	
Copy of Permanent Account Number	
Copy of Service Tax Registration Number	
Copy of VAT/Sales Tax Registration Number, if any	

SIGNATURE OF BIDDER

(PROP. / Partner/ Authorized Signatory)

Name & Address with Seal of the firm

#### **ANNEXURE II**

## **UNDERTAKING**

(To be submitted on Rs. 50/- stamp paper)

### **Declaration by the Bidder**

I/We \_\_\_\_\_\_ hereby declare that:

1.I/We am/are the Service Provider of Providing and supply of Document Centre n/w printer on rental basis for NHSRC (Make Canon/Zerox Copier, n/w Printer) with required Competence.

2.I/We do hereby offer to provide the Services for Providing and supply of Document Centre n/w printer on rental basis for

NHSRC (Make Canon/Zerox Copier, n/w Printer) at the prices and rates mentioned in the price bid.

3. I/We agree to abide by my/our offer for a period of 180 days from the date of opening of the tender.

4. I/We have carefully read and understood all the Terms and Conditions of the tender and shall abide by them.

5. I/We agree for the all clauses and payment terms & conditions of this tender enquiry. In case any condition put forth by us is against the terms & conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.

6. I/We agree that in the event of any dispute or differences, the decision of the Executive Director, NHSRC New Delhi shall be final and binding on me/us.

7. The tender document has been downloaded from the official website i.e. <u>www.nhsrcindia.org</u> and/or tender website <u>https://mohfw.nic.in</u> in for bidding purpose and is a true copy of the original.

8. I/we hereby undertake that none of my relative (s) is/are employed / Engaged in NHSRC.

## SIGNATURE OF BIDDER

(PROP. / Partner/ Authorized Signatory)

Name & Address with Seal of the firm

## DECLARATION

## (To be executed within 15 days of the acceptance of offer)

## AGREEMENT BETWEEN NHSRC AND SERVICE PROVIDER FOR PROVIDING AND SUPPLY OF NETWORK

## PRINTER ON RENTAL BASIS

This agreement is made on this \_\_\_\_\_\_day of \_\_\_\_\_\_ between National Health Systems Resource Centre (hereinafter called the NHSRC which term shall include their successors) on the one part and \_\_\_\_\_\_ (hereinafter called the Professional Service Provider which term shall include his successors on the second part

include his successors on the second part .

Now these presents witnesses and the parties hereto agree as follows:

## 1. NATURE OF WORK:

Nature of work to be carried out by M/s \_\_\_\_\_\_ for providing and supply of Network Printer on Rental basis is as per the following;

#### Scope and Deliverables

- I. The Vendor has to install network printer in National Health Systems Resource Centre, NIHFW Campus, National Rural Health Mission, Ministry of Health and Family Welfare, Government Of India.
- II. The Contract shall be on a rental basis and NHSRC shall make no extra payment for any general wear and tear/spare parts etc.(except in case of damage occurred to the part on account of mishandling etc.) During the currency of the contract period it will be the responsibility of the Company to keep the equipment in perfect working order.

III. The contract will be valid for a period of one year and the period of contract. The rates quoted will remain in force for the full period of the contract;

- IV. No demands for revision of rate on any account shall be entertained during the contract period.
- V. It may also be noted that in case of contracted firm backing out in midstream without any explicit consent of this Department, the firm will be liable to recovery at higher rates, vis-a-vis those contracted with, which may have been incurred by this Department on maintenance of machines for the balance period of contract by alternative means;
- VI. No advance payment would be made in any case. The payments towards rent shall be made on monthly basis in the following month;
- VII NHSRC shall not be responsible for the item placed for any damages to the same. It shall be sole responsibility of the service provider, however, NHSRC shall provide man power for its operation and daily running. He is to be trained and certified by the provider.

## 6. SUB-CONTRACTING :

The Professional Service Provider shall not sub-contract the whole of the contract or assign the contract or any part thereof to any other agency.

## 8. PENALTY:

The Service Provider should ensure that the Services towards **providing and supply of Network Printer on Rental basis** is should be up-to-date and for any inordinate delay in the same for more than the stipulated time, a suitable penalty can be imposed by NHSRC, as the case may be and deducted from the fee payable for that month. In this regard, the decision of ED, NHSRC would be final.

## 9. TERMINATION OF THE CONTRACT:

a) The Professional Service Provider shall not during the currency of the contract make without the prior approval of the NHSRC, any changes in the constitution of the firm. The Professional Service Provider shall notify to the NHSRC the death / resignation of the partners / directors immediately on the occurrence of such an event. In absence of such notice and approval thereof by the NHSRC, the NHSRC shall have the right to terminate the contract. The NHSRC is not liable for any action arising out of change of constitution of the firm.

b) The contract is also liable to be terminated If the Professional Service Provider commits breach of any of the terms of the contract and in that event the Professional Service Provider is responsible and liable for all the loss and damage arising out and as a consequence of such breach. NHSRC shall have the right to proceed under risk& cost against the Professional Service Provider.

## 10. PERIODICITY & EXTENSION OF THE CONTRACT:

The contract is for a period of Twelve Months unless it is curtailed or terminated by NHSRC wing to deficiency of service, sub-standard quality Services, breach of contract, reduction of work etc. The contract shall automatically expire unless extended further by the mutual consent of contracting agency and NHSRC. The contract may be extended, on the same terms and conditions or with some addition / deletion / modification, for a further specific period mutually agreed upon by the successful service providing Company / Firm / Agency and NHSRC.

## 11. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION

The contract will be governed by the laws in India for the time being in force.

**12.** Any Changes / Modifications / Amendments required to be incorporated in the Contract Agreement at later stage shall be discussed and mutually agreed to by both the parties and such Supplementary Agreement shall be binding on both parties and shall form part of the Agreement.

(Authorized Signatory) Name & Designation Professional Service Provider (Authorized Signatory) Dr. Uddipan Dutta Principal Administrative Officer, NHSRC (For and Behalf of Executive Director, NHSRC)

Witness:

Witness: