



**TENDER DOCUMENT FOR SUPPLY OF
RAPID DIAGNOSTIC KITS FOR MALARIA
(NATIONAL COMPETITIVE BIDDING)**

**OFFICE OF THE JOINT DIRECTOR OF HEALTH SERVICES (MALARIA), ASSAM CUM
STATE PROGRAMME OFFICER
NATIONAL VECTOR BORNE DISEASE CONTROL PROGRAMME
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,
G.S. ROAD, GUWAHATI-781005,ASSAM
Tele-fax No. 0361-2341089, E-mail: nvbdcpassam@gmail.com**



**OFFICE OF THE JOINT DIRECTOR OF HEALTH SERVICES (MALARIA), ASSAM CUM
STATE PROGRAMME OFFICER**

NATIONAL VECTOR BORNE DISEASE CONTROL PROGRAMME

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**TENDER NOTICE FOR SUPPLY OF
RAPID DIAGNOSTIC KITS FOR MALARIA
(NATIONAL COMPETITIVE BIDDING)**

TENDER REFERENCE NO	: NVBDCP/VII-2/PSCM/RD Kit/2013/13400 dated 18/07/13
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	: 19/07/13
LAST DATE FOR SALE OF TENDER DOCUMENT	: 12/08/13 up to 1.00 PM (Printed Copy)
CLOSING DATE & TIME OF RECEIPT OF TENDER	: 12/08/13 up to 2:00 PM
TIME AND DATE OF OPENING OF TENDER	: 12/08/13 by 3:00 PM
PLACE OF OPENING OF TENDER	: Office of the Joint Director of Health Services (Malaria), cum, State Programme Officer National Vector Borne Disease Control Programme Saikia Commercial Complex, Srinagar Path G.S Road, Christianbasti, Guwahati-05
ADDRESS FOR COMMUNICATION	: Office of the Joint Director of Health Services (Malaria), cum, State Programme Officer National Vector Borne Disease Control Programme Saikia Commercial Complex, Srinagar Path G.S Road, Christianbasti, Guwahati-05
COST OF TENDER DOCUMENT	: Rs. 1000/- (One Thousand) only in form of Demand Draft



**OFFICE OF THE JOINT DIRECTOR OF HEALTH SERVICES (MALARIA), ASSAM CUM
STATE PROGRAMME OFFICER**

NATIONAL VECTOR BORNE DISEASE CONTROL PROGRAMME

SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,

G.S. ROAD, GUWAHATI-781005,ASSAM

Tele-fax No. 0361-2341089, E-mail: nvbdcpassam@gmail.com

SL. No:

Bidding Document issued to M/S.....
on datedagainst the receipt of Rs. 1000/- (Rupees
Thousand) only in the form of Bank Draft No.....
dated

Joint DHS(Malaria) cum SPO
NVBDCP,ASSAM

TENDER NOTICE FOR

SUPPLY OF RAPID DIAGNOSTICS KITS FOR MALARIA TO NVBDCP, ASSAM

Sealed tender in **TWO BID SYSTEM** (Technical Bid & Price Bid in separate sealed envelopes) affixing court fee stamp of Rs.8.25 (Rupees eight and paisa twenty five only) or IPO of Rs 10/- (for bidders located outside the state of Assam) are invited by the Joint Director of Health Services (Malaria) cum State Programme Officer, NVBDCP,ASSAM from manufacturers for supply of **Rapid Diagnostic Kits for Malaria** as per Technical Specifications and Terms & Conditions described hereunder, from reputed and experienced manufacturers of the item and shall be received till 12.08.13 upto 2.00 P.M. and opened on the same day at 3.00 P.M. The tender may be sent by Speed Post/ Registered post/ Courier Services or in person in sealed cover addressed to **"Joint Director of Health Services (Malaria) cum State Programme Officer, National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam"**. Tender received after the closing date & time shall not be entertained. The Joint Director of Health Services (Malaria) cum State Programme Officer, NVBDCP, Assam shall not be responsible for any postal delay.

1. LAST DATE FOR RECEIPT OF TENDERS

Sealed tenders in two separate covers {Technical Bid(Cover-A) & Price Bid(Cover-B)} will be received till 12.08.13 up to 2.00 P.M. by the Joint Director of Health Services (Malaria) cum State Programme Officer, , National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam

2. ELIGIBILITY CRITERIA

- a. Bidder shall be a registered **manufacturer**.
- b. The manufacturing unit where the Rapid Diagnostic Kits for Malaria will be manufactured should have a valid **Good Manufacturing Certificate (GMP)** issued by the competent authority.
- c. The manufacturer should possess valid **ISO 13485:2003** certificate issued by the competent authority.
- d. The Product should be **WHO (World Health Organization) Prequalified**, necessary evidence to be submitted.
- e. Bidder should have at least 3 (three) years Market Standing as manufacturer of Rapid Diagnostic Kits. Supporting documents to be submitted.
- f. Average annual turn over of the bidder in the last three financial years i.e. 2010-11, 2011-12, 2012-13 from sales of Rapid Diagnostic Kits shall not be less than **05 (five)** crores.
- g. Manufacturer which has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization shall not be allowed to participate in the tender during the period of blacklisting.

3. GENERAL CONDITIONS

- a) A complete set of bidding documents may be purchased by any interested eligible bidder on submission of written application and upon payment of the cost of tender document (non-refundable) of Rs.1000/- in the form of Demand Draft in favour of **"State Health Society-NVBDCP, Assam"** payable at Guwahati from the office of the Tender Inviting Authority during office hours.
- b) The tender document may also be downloaded from the official website of NRHM, Assam- www.nrhmassam.in . The bidder who has downloaded the tender document from the website will be required to deposit a demand draft of Rs 1000/- in favour of **"State Health Society-NVBDCP, Assam"** payable at Guwahati, Assam while submitting the tender document. Tender document without fee of Rs 1000/- will not be accepted.
- c) All bids must be accompanied with Earnest Money Deposit (EMD) as specified in the bid document and must be furnished with the bid.
- d) Bids shall be opened in presence of bidders/ representatives who intend to attend, on the specified date and time.
- e) At any time prior to the date of submission of bid, the authority inviting tender may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid, the authority inviting tender, may at his discretion, extend the date and time for submission of bids.
- f) **Price Preference/Purchase Preference to PSUs/ SSI Units shall not be applicable.**
- g) The bid and all correspondence and documents shall be in the English language
- h) The tender document is not transferable.
- i) The tender document shall be signed by the tenderer in all the pages with official seal.
- j) Interested eligible bidders, if they so desire, may obtain further information from the office of the authority inviting tender.

4. TECHNICAL BID : Civer-"A"

The bidder should furnish the Technical Bid in a separate cover hereinafter called **"Cover-A"**. ***Court fee stamp of Rs 8.25 (or IPO of Rs 10.00 for bidders based outside Assam) must be affixed.***

- (A)** The product should meet the following Technical Specification and other details:-
- i) Description of the Test Kit
The Rapid Diagnostic Kits (RDK) for Malaria should comprise of test card/strips/cassettes and reagents including buffer solution in a dropper bottle. The

test kit should be able to conduct the Rapid Diagnosis for *p. falciparum* alone. The test should be based on the principle of capture of parasite antigen from blood using monoclonal antibodies specific for antigen target. Tracer antibodies should be present as immobile phase. Each test kit should contain all the material required for conducting the test including individually packed sterile lancets for pricking, heparinized capillary tubes(diameter-1mm) with relevant markings and reaction tubes with stands/wells if required. The required packing standards and labeling should meet the Good Manufacturing Practices (GMP) standards. One should be able to perform the test with the blood taken by finger prick of the patient. Each should be able to perform the test with the blood taken by finger prick of the patient. Each batch of RDKs should be tested during time of delivery to ensure sensitivity and specificity at minimum of 95% at parasite density level of 200 asexual parasites per microliter of blood.

ii) Content of the Kit

Each kit should be packed in a hermetically sealed and non permeable pouch and should have moisture adsorbent material. 25 such test cards/strips should be packed in a box containing the reagents and test plates. Adequate literature detailing the components methodologies, validity criteria, storage conditions, expiry date and limitations of test should be provided. The small box should be packed in a bigger cardboard carton containing 5 such small boxes. The carton should be sealed with a sealing tape.

iii) Shelf life

Shelf life from manufacturing day to expiry date should be at least 2 years and it should not pass more than 1/6th of their effective life from the date at the time, the material is offered for inspection. Losses due to premature deterioration as a result of biological and other activities during the life of potency of the Rapid Diagnostic Test Kits will be made good by the firm at their cost.

iv) Marking/Labeling

- I. Each card/strip cassettes should have space for Patients particulars and date of the test.
- II. The small box containing 25 tests should have the following marking
 - Name of the test
 - Lot number
 - Manufacturing and expiry date
 - Name of the manufacturer with address
 - Details of contents
 - Storage conditions
 - Handling procedure
 - Disposal instructions for the box and its contents
 - NVBDCP supply- NOT FOR SALE
- iii. The large carton containing 5 small boxes should have the following markings
 - Name of the test
 - Lot number

- Manufacturing and expiry date
- Name of the manufacturer with address
- Details of contents
- Storage conditions
- Handling procedure
- Disposal instructions for the box and its contents
- NVBDCP supply- NOT FOR SALE

a. Details regarding approval or license

- I. Manufacturing and Marketing License for the manufacturing of Rapid Malaria Diagnostic Kits should have been obtained from the concerned Regulatory authority in the country of manufacturer at the time of tender opening. Attested/notarized copy to be submitted.
- II. The bidders must submit report in support of their claim of sensitivity and specificity of the offered product from an institution recognized for the purpose. RDK should be stable up to 40 degree Celsius. Claim should be supported by actual shelf life studies. Reports of proven performance of the offered product in conditions similar to Indian field conditions (room temperature up to 40 degree Celsius), with certification of no adverse report for the offered product from the end users during the last five years must also be submitted with bid.

(B) The bidder shall furnish along with the Technical bid, the following: -

- a) All bids must be accompanied by **EARNEST MONEY DEPOSIT** amounting to Rs. 47,700/- in the form of Demand Draft in favour of the "**State Health Society- NVBDCP, Assam**" payable at Guwahati.

EMD of the successful bidder shall be retained till completion of the tender period but shall not carry any interest. If the successful bidder fails to execute the supply within the specified terms or withdraws his bid within the validity period of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be returned within 30 days from the date of finalization of the tender.

- b) Documentary evidence of the constitution of the company such as Memorandum of Articles of Association, Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, email address of the firm and of the Managing Director/Partners/Proprietor.
- c) Details of supplies made during the last 3 years with summary of Purchase Orders as per **ANNEXURE-I**. Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any during the last 3 years with copies of Purchase Order and Performance Certificates are to be separately highlighted.
- d) Average annual turnover during the last 3 financial years i.e. 2010-11, 2011-12, 2012-13 in the specified format (Refer **Annexure II**) certified by the Auditor/Chartered Accountant.

- e) Undertaking in the form at **Annexure-III** confirming acceptance of all terms and conditions of the tender.
- f) An undertaking on fraud and corruption as per **Annexure-IV**
- g) Agreed Terms & Conditions as per **Annexure-V**
- h) Duly filled Check list as per **Annexure-VII** to be submitted.
- i) Current & Valid Sales Tax / VAT Registration Certificate up to date.
- j) Manufacturing License, up to date issued by licensing authority for the product quoted.
- k) PAN Card and Bank A/C details.
- l) GMP certificate of the manufacturing unit issued by competent authority.
- m) Copy of the ISO 13485:2003 certificate issued by the competent authority.
- n) Supporting documentary evidence that the product is WHO prequalified.
- o) Details specification of the product quoted along with literature/catalogue of the product in original duly signed & sealed by the manufacturer.
- p) Product samples:-01(one) complete kit
- q) Authorization like Power of Attorney or Resolution of the Board for the officer of the company who have signed the tender document and the bid.
- r) Details of Manufacturing Unit in the specified format (Annexure-VIII)**
- s) All the documents submitted along with the bid to be serially numbered.**
- t) All the pages of the bid document should be signed (with office seal) and submitted along with the bid.

5. PRICE BID:- Cover "B"

Cover- "B" shall contain Price Bid of the bidder.

- a) Bid shall be type written and correction, if any, in the bid shall invariably be attested under signature of the bidder with date. Corrections done with correction fluid shall also be duly attested.
- b) The rate quoted per test shall be the landed cost at destination, inclusive of packing, forwarding, Excise Duty, Sales Tax/VAT, Freight, Insurance etc, if any.
- c) Each page of the price bid shall be duly signed by the bidder with official seal.

The bidder shall put the duly signed Annexure-VI in a sealed cover super scribed as "PRICE BID COVER "B" TENDER FOR SUPPLY OF RAPID DIAGNOSTIC KITS DUE ON 12.08.13", to NVBDCP, Assam addressed to the

Joint Director of Health Services(Malaria) cum State Programme Officer, National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam.

6. COVER FOR TECHNICAL & PRICE BID

The two separately sealed covers {Technical Bid (Cover-"A") and Price Bid (Cover"B")} shall be placed together inside another cover which shall be sealed and superscribed as "**TENDER FOR SUPPLY OF RAPID DIAGNOSTIC KITS DUE ON 12.08.13**" and delivered at the office of the Joint Director of Health Services(Malaria) cum State Programme Officer, National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam.

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

a. Bidders or their authorized representatives are entitled to be present on the date and time of opening of Technical Bid-Cover-"A".

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

8. VALIDITY OF BID

Bids shall remain valid for acceptance for a period of **90 (Ninety) days** from the date of opening of Technical Bid i.e Cover "A".. Bids with shorter validity shall be rejected. Tender Inviting Authority may solicit bidders' consent to an extension of bid Validity period. A bidder may refuse extension request without forfeiting their EMD.

9. VALIDITY OF OFFER OF SUCCESSFUL BIDDER

The validity of offer of the successful bidder shall be atleast 02(two) years from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rate and terms during this period. The validity period may be extended by one year with mutual consent.

10. OTHER CONDITIONS

a) Item Details & Quantity:

The tentative quantity of Rapid Diagnostic Kits (RDK) for Malaria is **2,00,000 tests** but may increase or decrease as per requirement of Tender Inviting Authority.

b) No revision/Correction of Quantities: No bidder shall be allowed at any time on any ground, whatsoever, to claim revision or modification in the quantities quoted by

him/her. Representative to make correction in the tender documents on the ground of clerical error, typographical error, etc., shall not be entertained after submission of the bids.

c) Firm Delivery Schedule

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

d) Execution of Order

Supplies should be made directly by the successful bidder and not through any other agency.

e) Inspection

Tender Inviting Authority or his authorized representative has the right to inspect the factories of bidders, at any point of time and also has the right to reject the tender or terminate/cancel the orders issued, based on adverse reports brought out during the manufacturing process, quality control measures adopted etc., in the manufacture of item quoted.

f) Test Report

The successful bidder will have to submit batch wise test report of the RD Kits from NABL accredited laboratory. All batches should pass the quality control/analysis tests.

g) Road Permit

Obtaining of Road Permits, if necessary, shall be the responsibility of the successful bidder.

11. ACCEPTANCE OF TENDER

i) Tender Evaluation

Tenders will be evaluated with reference to sample and various criteria of technical bid and thereafter on the basis of the total price per kit (landed price per kit) for determining the L1 (Lowest) price from amongst those qualifying the technical bid stage. Conditional discounts shall not be taken into account for price comparison.

(ii) Right to Reject Tender

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

(iii) **Tender Acceptance**

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

12. AGREEMENT

The successful bidder shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the bidder) as per proforma at **Annexure-IX** within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted or within 10 days from the date of issue of purchase order

13. SECURITY DEPOSIT

The successful bidder, within 15 days of signing of the agreement, shall be required to submit Security Deposit of 5 % of the order value in the form of Bank Guarantee (BG) from any Indian Scheduled-A Bank in favour of the Tender Inviting Authority valid for a period of 3 months from the contractual date of delivery. However, if the supplier fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited. Prior to expiry of this bank guarantee, the successful bidder shall have to furnish additional bank guarantee covering 5 % of the order value valid for the guarantee period of the goods supplied.

14. NON ASSIGNMENT OR SUB- LETTING

The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.

15. COMMUNICATION

All notices or communications relating to or arising out of the agreement or any of the terms thereof shall be considered duly served on or given to the bidder if delivered to him or left at his premises, places of business or abode.

16. SUPPLY CONDITIONS

a) **Purchase Order**

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

b) **Specifications and Quality**

The items supplied by the successful bidder shall be of the best quality and shall comply with specifications, stipulations and conditions specified.

c) **Delivery Period**

The total ordered quantity must be delivered at destination **within 30(thirty)** days from the date of purchase order or as specified in the order.

d) Delivery Point/Destination

Items should be delivered at Destination i.e. **Central Drug Ware House, Patharquary, Narengi** at Guwahati or as specified in the Purchase Order.

e) Penalty for Delayed Delivery

(i) In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.

(ii) Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

f) Alternative Purchase

If the successful bidder/supplier fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangement for purchase of the items for which the purchase order has been placed, from any other source or from the open market, at the risk and cost of the supplier. This would be in addition to all other penalties including forfeiture of security deposit.

g) Guarantee

Supplier shall give guarantee against any and all defects in design, workmanship of material and performance for a period of 12 months (or as specified in the PO) from the date of supplies. Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the supplier and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the supplier. The guarantee period for such repaired/replaced goods shall again be 12 months from the date of SUPPLY.

h) Shortage & Damage

It shall be the responsibility of the successful bidder/supplier for any shortages/damages at the time of receipt in Warehouse/Delivery Point. Tender Inviting Authority will not be responsible for any stock of product received, for which no order has been placed.

17. FORCE MAJUERE

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

condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

18. FRAUD & CORRUPTION

The bidders shall observe the highest standard of ethics during bidding and during performance of the contract. For the purpose of this provision, the following acts shall be considered as corrupt and / or fraudulent practices –

- a. "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
- b. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
- c. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- d. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

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

In the bid document itself, an undertaking from the bidders may be obtained in the format at **ANNEXURE- III**.

19. LOCAL CONDITIONS

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

20. PAYMENT PROVISIONS

- a) No advance payments will be made to the successful bidder.

- b) Payments towards the supply of the product will be made strictly as per rules of the Tender Inviting Authority. Full payment will be made only after satisfactory completion of supply of entire ordered quantity and subject to furnishing of requisite Bank Guarantees.
- c) On completion of supplies of ordered quantities, bills/ invoices should be raised in triplicate in the name of the Tender Inviting Authority.
- d) If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree to such reduction in rates.
- e) In case of any enhancement in excise duty due to notification of the Government after the date of submission of bids and during the validity period of contract, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in price structure of the product approved under the tender. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned Excise Authority confirming payment of additional excise duty on the goods supplied to the Tender Inviting Authority and also must claim the same in the invoice separately.
- f) Tender Inviting Authority will have the right to receive supply even after expiry of contractual delivery date and in such case, price reduction as specified under Clause No.16 e(i) will be applicable.
- g) If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by the Tender Inviting Authority on the total value of supply to that particular warehouse.

21. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

Failure of the successful bidder to comply with the requirements of signing of agreement and / or submission of security deposit within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bid.

22. ARBITRATION

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Joint Director of Health Service (Malaria) cum State Programme Officer,

National Vector Borne Disease Control Programme, Assam or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of National Vector Borne Disease Control Programme, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

23. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

24. LAWS GOVERNING THE CONTRACT & JURISDICTION

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

Technical Specifications, Quantity and Earnest Money Deposit Amount

Sl. No.	Name of item	Total Qty (estimated)	EMD Amount	Location
1	Rapid Diagnostic Kits for Malaria (Specifications as mentioned under Technical criteria of this bid document)	2,00,000 Tests	Rs 47,700/-	FOR Guwahati

1. Bidder must affix court fee stamp of Rs.8.25 (Rupees eight and paise twenty five only) or IPO of Rs 10/- (for bidders located outside the state of Assam).
2. All the materials should be well packed and quantity must be mentioned outside the cover.
3. Bid security (EMD) to be furnished in favour of "State Health Society-NVBDCP, ASSAM"
4. **EMD in shape of NSC/KVP shall not be accepted.**

PROFORMA FOR PERFORMANCE STATEMENT

(FOR A PERIOD OF LAST 3 YEARS)

Name of firm _____

Sl.	Name of the Product	Year	Quantity supplied	Value	Name & full address of the purchaser
1.					
2.					
3.					

Signature and seal of the Bidder _____

Note:- Copies of Purchase Orders executed for Government Organizations must be submitted along with the Annexure-I

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s_____ for the past three years certified that the statement is true and correct.

Sl. No.	Year	Turnover in Lakhs (Rs)
1.	2010-11	-
2.	2011-12	-
3.	2012-13	-

Total - Rs. _____ Lakhs.

Average turnover per annum - Rs. _____ Lakhs.

Date:
Seal:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

UNDERTAKING

To

The Joint DHS(M) cum SPO, NVBDCP, Assam

Ref:-Tender Ref No. **NVBDCP/VII-2/PSCM/RD Kit/2013/ 13,400**

Dated: 18/07/13

Sub:- For supply of **Rapid Diagnostic Kits (RDK) for Malaria**

Sir,

1. I, Shri _____, on behalf of M/S _____ having registered office at _____, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office ofto supply The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of (Hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.
4. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.

5. We hereby undertake to pay the **penalty** as per the terms and conditions of the contract for delayed supply of the ordered items.
6. We agree to accept the amount of the bill to be paid by the purchaser after completion of all formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
7. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
8. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF
THE FIRM :

SEAL :

UNDERTAKING ON FRAUD AND CORRUPTION

We M/S Do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of under tender reference no. Dated..... We shall strictly observe the laws against fraud and corruption in force in the country.

Signature of proprietor/Partner/Director
Designation:

Seal:

NAME OF THE PURCHASER:

The Joint Director of Health Services (Malaria) cum State Programme Officer,
National Vector Borne Disease Control Programme,
Saikia Commercial Complex, Sri Nagar Path,
G.S. Road, Guwahati-05, Assam

AGREED TERMS & CONDITIONS

Tender Ref No. NVBDCP/VII-2/PSCM/RD Kit /2013/ **13,400** Dated:18/07/13

A. Details of Bidder

Bidder.....

Offer Ref

Contact Person:.....

Telephone No.

Signature:.....

Fax No.

E-mail:

B. Definitions

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

NOTE: The questionnaire below must be duly filled in and should be enclosed with the bid. Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexures to this questionnaire.

Sl. No.	Description	<u>Vendor's Confirmation</u> (YES/NO)
	C. Technical	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification	

	and scope of supply as per Tender Document. Confirm that the quality will be as per technical requirements.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid document, for each schedule quoted, enclosed.	
	D. Commercial	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted prices include packing & forwarding (P & F) all duties and taxes viz. Excise Duty, Sales Tax/VAT, freight, insurance, installation & commissioning at site.	
3.	It is noted that the statutory variations in taxes and duties within the Contractual delivery period shall be borne by the purchaser.	
4.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by you.	
5.	If 4 above is not acceptable, advice maximum possible rate of ED changeable that shall be loaded to your price.	
6.	Confirm that in case of delay on you account any new or additional duties and taxes imposed after the contractual delivery date shall be to your account. This will be in addition to Price Reduction for Delay in Delivery.	
7.	Confirm acceptance of Price Reduction Schedule for delay in Delivery @ 0.05% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	
8.	Confirm acceptance of Delivery Period as indicated under clause 16.c of the bid document.	
9.	Confirm acceptance of relevant payment terms specified in the bid document.	
10.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the bid document.	
11.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	

12.	Confirm that the prices quoted is not higher in any respect than MRP	
12.	Packing / forwarding, transportation, loading/unloading and insurance are supplier's responsibility. However to protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
13.	Confirm that security deposit of 5% of the total order value in the form of a Bank Guarantee from a nationalized bank shall be furnished, which will be valid for a period of one year from the date of order.	
14.	Confirm acceptance of Part order.	
15.	Confirm acceptance of repeat order within 24 months from the date of basic order at same price and terms & conditions.	
16.	Confirm that the manufacturing date and expiry date will be declared and written in the body of the boxes/kits. Also confirm that material will be dispatched within 30 days from the date of manufacture.	
17.	It is noted that purchaser would disown any responsibility/liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
18.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
19.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with a supply order, during execution of the order, without resorting to any fraud, corruption and/or coercion.	
20.	Confirm that the offer shall be valid for a period of 90 (ninety) days from the date of bid opening.	
21.	Confirm that your organization/company is not a blacklisted organization/company by any Govt. organization.	

Signature:

Seal:

PRICED BID**Tender Ref No. NVBDCP/VII-2/PSCM/RD Kits/2013/ 13,400****Dated:18/07/13****SCHEDULE OF RATES**

Sl No	Item with Specification	Price per test (In INR)	Taxes/Duties Per Unit	Others, if any	Total Landed Cost per unit (Including all taxes) in INR
1	Rapid Diagnostic Kits for Malaria				

Signature:**Seal:**

CHECK-LIST

<u>Technical Bid Cover-A</u>	<u>Yes/ NO</u>
1. Rs. 8.25 Court Fee Stamp affixed /IPO for Rs.10/- for bidders outside Assam	:
2. EMD in the form of DD/Bank Guarantee submitted	:
3. Documentary evidence for the constitution of the company/concern	:
4. Attested photocopy of Manufacturing License duly approved by the Licensing Authority for the products quoted	:
5. Attested/notarized copy of valid GMP Certificate issued by competent authority	:
6. Attested/notarized copy of valid ISO 13485: 2003 issued by competent authority	:
7. Attested/notarized copy of valid market standing certificate.	:
8. Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to sign the tender documents.	:
9. Detailed specifications & dimensions of RD Kit along with catalogue, drawings etc.	:
10. Duly filled & signed format as Annexure-I	:
11. Duly filled & signed format as Annexure-II	:
12. Duly filled & signed format as Annexure-III	:
13. Duly filled & signed format as Annexure-IV	:
14. Duly filled & signed format as Annexure-V	:
15. Duly filled & signed format as Annexure-VII	:
16. Duly filled & signed format as Annexure-VIII	:
17. Signature and seal on each page of Tender Document	:
18. Supporting documentary evidence that the product is WHO prequalified	:
19. Sample of RD Kit	:

<u>Price Bid Cover-'B'</u>	<u>Yes/ NO</u>
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1. Price Bid as per Annexure – VI submitted in a sealed cover	:
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Signature & Seal

Declaration on Manufacturing facilities

(To be filled in & signed by the manufacturer)

Tender No NVBDCP/VII-2/PSCM/RD Kits/2013/ **13,400**

Dated: 18/07/13

For supply of Rapid Diagnostic Kit (RDK) for Malaria.

1. Name of the bidder/manufacturer :
2. Full Postal Address :
3. Telephone No. /Fax No. :
4. Email address :
5. Date of inception of business :
6. Registration no. & Date :
7. Issued by :
8. Valid till :
9. Details of manufacturing activity & item wise capacity :
11. Name of Govt. Departments/ Pvt. Institutions : As per enclosure to Which the bidder already supplied the items with quantity value and supply period :
18. Has the bidder ever been black listed by any govt. agency? If yes, give details :
14. Are any cases pending in the court related to any supplies? If yes, give details :
15. Does the firm have the adequate facilities for Inspection and quality control ,Please give details .

I, _____ Prop./partner/Director of M/s
_____ Hereby declare that the
information given in this form is true and correct to the best of my knowledge & belief. I/we agree

to the tender Inviting Authority forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a period of 5 years, if any information furnished by us is proved to be false at the time of inspection and non – compliance with terms and conditions of the contract I offer to supply the items mentioned in the schedule (enclosed in price bid) at the rates quoted therein.

I agree to hold this offer for two years after finalization of rate contract.

SIGNATURE:

NAME & DESIGNATION:

DATE :

NAME & ADDRESS OF THE MANUFACTURER:

* The details of manufacturing unit shall be for the premises where items quoted are actually Manufactured

Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Supplier:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Technical Specifications)
 - (e) The Supplier's bid and original Price Schedules
 - (f) The Purchaser's Notification of Award
 - (g) [Add here: any other documents]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed: _____

In the capacity of [insert: title or other appropriate designation]

In the presence of _____

For and on behalf of the supplier

Signed: _____

In the capacity of [insert: title or other appropriate designation]

In the presence of _____