

**TENDER FOR ENTRY INTO RATE CONTRACT OF WHOLE BLOOD  
FINGER PRICK (WBFP) HIV TEST KITS  
(NATIONAL COMPETITIVE BIDDING)**



**OFFICE OF THE MISSION DIRECTOR  
NATIONAL HEALTH MISSION, ASSAM  
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,  
G.S ROAD, GUWHATI 781005**

Website : [www.nrhmassam.in](http://www.nrhmassam.in)

e-mail : [misnrhm.assam@gmail.com](mailto:misnrhm.assam@gmail.com)

**TENDER FOR ENTRY INTO RATE CONTRACT OF WHOLE BLOOD FINGER PRICK (WBFP) HIV TEST  
KITS**

**(NATIONAL COMPETITIVE BIDDING)**

**TENDER NO: NHM/Proc/ MH/WBFP-HIV Kits/2694/2015-16/20695 Date: 24/12/2015**

<b>Date of sale of Tender Document</b>	<b>:24/12/2015</b>
<b>Date of Pre-bid meeting</b>	<b>: 04/01/2016 at 3 PM</b>
<b>Last Date and Time of receipt of Tender</b>	<b>: 18/01/2016 till 2 PM</b>
<b>Date and Time of opening Tender</b>	<b>:18/01/2016 at 3 PM</b>

**Address for Communication** : Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

**Place of opening Tender.** : Office of the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

**Cost of Tender Documents in Demand Draft** : Rs. 2000/- (Rupees Two Thousand) only in the form of Demand Draft in favour of "State Health Society, Assam"



OFFICE OF THE MISSION DIRECTOR

National Health Mission, Assam

SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,

G.S ROAD, GUWHATI 781005

**TENDER FOR ENTRY INTO RATE CONTRACT OF WHOLE BLOOD FINGER PRICK (WBFP) HIV  
TEST KITS**

Sealed tenders in Two Bid System (Technical Bid & Price Bid in separate sealed envelopes) affixing court fee stamp of Rs 8.25 (or IPO of Rs 10/- for bidders located outside the State of Assam) only, are invited from Manufacturers / Authorized distributors/Dealers for rate contract of **Whole Blood Finger Prick (WBFP) HIV Test kits**.

**1. LAST DATE FOR RECEIPT OF TENDERS.**

**Sealed Tenders in two separate covers {Technical bid (Cover “A”) and Price Bid (Cover “B”)} will be received up to 18/01/2016 till 2 PM** by the Mission Director, National Health Mission, Saikia Commercial Complex, Shrinagar path, Christianbasti, G S Road, Guwahati-781005, Assam

**2. IMPORTANT NOTES:**

- a) The bidder shall quote prices in Indian Rupees only, on FOR destination basis.
- b) Delivery of the ordered items shall be affected at District Drug Ware Houses or the designated Health Institutions in Assam.
- c) Arrangement of Road Permits for dispatch of consignments shall be the responsibility of the successful bidder (s).
- d) There is no guarantee on the quantity of items to be supplied during the tenure of any contract arising out of this tender. The successful bidder (s) will be called upon to supply the items in such quantities as would be required from time to time during the contract period based on actual need assessed by NHM Assam.
- e) A pre bid meeting with interested agencies will be held at Conference Hall of NHM Office on 04/01/2016 at 3 PM.

**3. ELIGIBILITY CRITERIA**

- A. Bidder shall either be a manufacturer or a distributor/dealer having experience of supplying similar Diagnostic Kits.
- B. Average Annual turnover of the bidder (who is not a manufacturer) in the past three financial years i.e. 2012-13 ,2013-14, 2014-15 from sales of Diagnostic Kits shall not be less than **Rs.45.00 Lakhs**.
- C. Manufacturer participating as bidder or manufacturer from whom the **tendered**

items would be sourced by the dealer should have an average Annual Turnover of **Rs.540.00 Lakhs** in the past 3 financial years i.e. 2012-13, 2013-14, 2014-15.

- D. Bidder shall have valid Drug License.
- E. Manufacturers should have valid **ISO 13485:2003 (or FDA 21 CFR 820) certificates** for quality standard.
- F. Bidder shall have experience in supply of Diagnostic Kits in the last 3 (three) financial years) and value of a single order for similar items executed for a Govt. organization during this period should be at least **Rs.13.50 Lakhs**.
- G. Bidder should have experience & knowledge of modes of packing, distribution & transportation of such items under any weather conditions.
- H. Company/Firm/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.

**4. GENERAL CONDITIONS.**

- (I) The quantity of each item indicated in the bid document at **Annexure XIII** is tentative and subject to change depending on actual requirement.
- (II) Tender documents may be obtained from the office of Tender Inviting Authority during office hours on payment of Rs 2000/-(non – refundable) in the form of Demand Draft drawn in favour of “ **State Health Society, Assam**” payable at Guwahati. The tender documents may also be downloaded from the official website- [www.nrhmassam.in](http://www.nrhmassam.in). The bidder downloading the bid document from the website will be required to deposit Rs.2000/-(non – refundable) in the form of Demand Draft drawn in favour of “ **State Health Society, Assam**” payable at Guwahati while submitting the Tender. Tender without the fee of Rs 2000/- will not be accepted.
- (III) All tenders must be accompanied by Earnest Money Deposit as specified in the relevant clause of the bid document.
- (IV) At any time prior to the date of submission of tender, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by an amendment. All prospective bidders who have received the tender document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.
- (V) Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- (VI) Price Preference/ Purchase Preference to PSUs / SSI Units shall not be applicable.
- (VII) When a bidder specifies name of the manufacturers of the product in the format at **Annexure VII**, all required documents (specifically Average Annual Turnover Statement) of the manufacturer should invariably be furnished, failing which the bid would be summarily rejected.

**5. TECHNO-COMMERCIAL BID - COVER “A”**

The Bidder should furnish the following documents in a separate cover hereinafter called "**Cover A**".

A. **Court Fee Stamp/IPO**

Court fee stamp of Rs 8.25 (or IPO of Rs 10/- in favour of "State Health Society, Assam") in the form of a Demand payable at Guwahati must be submitted.

B. **Earnest Money Deposit(EMD)**

Earnest Money Deposit shall be Rs. **2.00 Lakhs (Rupees Two Lakhs)** only in the form of Demand Draft favoring "State Health Society, Assam", payable at Guwahati must be submitted. Earnest Money Deposit in any other form will not be accepted. Earnest Money Deposit will not earn any interest.

C. **Constitution of Company of Bidder:**

Documentary evidence regarding constitution of the company /concern such as Memorandum of Articles of Association, Partnership Deed etc. with details like Name, Address, Telephone Number, Fax Number, E-mail Address of the firm with names of the Managing Director / Partners / Proprietor.

D. **Drug License of Bidder:**

Attested photocopy of valid Drug License duly issued by the Licensing Authority for the product quoted.

E. **Import License of Bidder:**

Attested photocopy of the Import License, if the items are imported. The license must have been renewed up to date. A copy of a valid license for the sale of Diagnostic kits imported by the firm issued by the licensing authority shall also be enclosed.

A. **Power of Attorney of Bidder:**

Attested photocopy of instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to submit their bids. Such authorized officer should sign the bid documents.

B. **Undertaking of Bidder:**

Undertaking in the form at **Annexure-I A and I B**

C. **Manufacturer's Authorization**

Authorization letters from all the manufacturers concerned in the format at **Annexure -II**. Bids without authorization letters will be disqualified.

D. **Annual Turnover**

Annual turnover statement from sales of Diagnostic Kits for past 3 years i.e., 2011-12, 2012-13 & 2013-14 or 2012-13, 2014-15 & 2014-15 in the format given in **Annexure-III A and Annexure III B** certified by the Auditor/Chartered Accountant. The certificate of Auditor/Chartered Accountant must be supported by attested copies of "Profit & Loss Statement" and "Balance sheet" of past three financial years.

E. **Execution of similar contracts of Bidder:**

Details of supplies (Diagnostic Kits) made during the past 5 financial years with summary of Purchase Orders and Performance Certificates issued by clients in the specified format (Refer **Annexure IV**). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any, during the past 5 years should be highlighted. Copies of at least three orders including one single order awarded by a Govt. Organization of value at least **Rs.13.50 Lakhs** executed during the last 3 financial years should be submitted.

F. **Sales Tax Clearance Certificate of Bidder:**

Sales Tax Clearance certificate, as on 31<sup>st</sup> March of last financial year (as per format at **Annexure-V**). Sales Tax Clearance Certificate in any other approved format of the concerned state will also be considered.

G. **Details of Manufacturing Unit of manufacturer**

Details of Manufacturing Unit as per **Annexure-VI**. The details containing the name & address of the premises where the items are actually manufactured.

H. **Undertaking for providing of logo of Bidder:**

Undertaking (as per **Annexure-VII**) for embossment of logo of NHM on the Diagnostic kits.

I. **List of Items Quoted**

The List of items quoted shall be furnished as per **Annexure – VIII**. The list shall

specifically indicate manufacturer's name along with warranty period offered for each item.

J. **ISO 13485:2003 (or FDA 21 CFR 820) Certificate**

Attested copies of valid ISO 13485:2003 Certificate (or FDA 21 CFR 820) (only of manufacturers whose products have been offered) for WBFP HIV test kits should be submitted.

K. **Technical Cum Compliance Specification Sheet:**

Technical Cum Compliance Specification Sheet as per **Annexure IX**.

L. **Undertaking on Fraud & Corruption of Bidder:**

Undertaking on fraud and corruption in the format at **Annexure-X**.

M. **Agreed Terms & Conditions of Bidder:**

Agreed Terms & Conditions as per **Annexure XI**

N. **Signature & Seal on each page**

The tender document signed by the Bidder in all pages with office seal.

O. **Checklist of documents**

A Checklist (**Annexure-XIII**) for the list of documents enclosed with their page number. The documents should be serially arranged as per this **Annexure-XIII** and should be securely tied or bound.

**The above documents should be sealed in a separate cover super scribed as "TECHNICAL BID, COVER "A" (TENDER FOR RATE CONTRACT OF WHOLE BLOOD FINGER PRICK (WBFP) HIV TEST KITS DUE ON 18/01/2016)" and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Shreenagar Path, Christian Basti, G S Road, Guwahati-781005.**

6. **PRICE BID - COVER "B"**

Cover "B" shall contain the Price Bid of the Tenderer.

A. **Signature & Seal on each Page**

Each page of the Price Bid should be duly signed by the Bidder affixing the office

seal.

B. **Signature on corrections**

Bid should be typewritten and every correction in the bid should be attested with full signature by the Bidder, failing which the bid will be ineligible. Corrections done with correction fluid should also be duly attested.

C. **Items Quoted & Rates**

The Bidder shall fill up the **Annexure-XII** for items quoted.

D. **Landed Cost**

The rate quoted per unit or landed price in **Annexure-XII** shall be inclusive of excise duty, sales tax, packaging charge, freight, Insurance etc. The component of sales tax should also be shown separately.

E. **Unit Size/ Rate**

The rate quoted in **Annexure-XII** should be for a unit and given specification. The Bidder is not permitted to change / alter specification or unit size given in the **Annexure-IX**.

The above documents should be sealed in a separate cover superscribed as "PRICE BID, COVER "B" (TENDER FOR RATE CONTRACT OF **WHOLE BLOOD FINGER PRICK (WBFP) HIV TEST KITS DUE ON18/01/2016**) and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, Christian Basti, G S Road, Guwahati-781005

**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 super scribed as (TENDER FOR RATE CONTRACT OF WHOLE BLOOD FINGER PRICK (WBFP) HIV TEST KITS DUE ON18/01/2016) and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar, G S Road, Guwahati-781005**

7. **OPENING OF COVER "A" AND COVER "B" OF TENDER**

- A. All bidders are entitled to be present at 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" of the tender. The price bids of tenderers not



found technically qualified shall not be opened.

**8. VALIDITY OF BID:**

Bids shall remain valid for acceptance for a period of 150 days after opening of Technical Bid i.e. Cover 'A'. Bids with shorter validity shall be rejected. Purchaser may solicit bidders consent to an extension of validity period. A bidder may refuse extension request without forfeiting the EMD.

**9. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:**

The validity of offer of the successful bidder shall be at least 01(one) year from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rates and terms during this period. This validity period may be further extended by one year with mutual consent.

**10. OTHER CONDITIONS**

**A. Item Details & Quantity**

The details of the required items are shown in **Annexure-XIII**. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

**B. Firm Rates**

Firm Rates (inclusive of Excise Duty, Sales Tax, transportation, insurance, PACKAGING/KITTING CHARGES and any incidental charges) should be quoted for each of the required Laboratory items. Tender for rate contract of WHOLE BLOOD FINGER PRICK TEST KITS with conditional/variable rates shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with the successful bidders. The rates quoted and accepted will be binding on the Bidder for the stipulated period and any increase in the price will not be entertained till completion of the tender period.

**C. Unit Rate & Total Value**

Each bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

**D. Controlled Price/MRP**

The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Government and the Maximum Retail Price (MRP). During the period of contract with the successful bidder, if the price of any item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the Tender Inviting Authority and shall charge the reduced rates. The Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction in rates.

E. **No Revision/Correction of Rates**

No Bidder shall be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the bids.

F. **Firm Delivery Schedule**

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

G. **Execution of Order**

Unless otherwise specified, supplies should be made directly by the successful bidder and not through any other agency.

H. **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, based on adverse reports brought out during such inspections. The Bidder shall extend all facilities to the team to enable them to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted/ordered.

11. **ACCEPTANCE OF TENDER**

A. **Tender Evaluation**

Tenders will be evaluated with reference to the rate quoted for the items for determining the L1 rate (Lowest rate). Conditional discounts shall not be taken into

account for price comparison.

B. **Right to Reject Tender**

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

C. **Tender Acceptance**

The acceptance of the tenders will be communicated to the successful bidders 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) within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

13. **NON ASSIGNMENT**

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.

14. **COMMUNICATION**

All notices or communications relating to or arising out of an 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.

15. **SECURITY DEPOSIT**

The successful bidder, within 10 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 from any Indian nationalized bank in favour of the Tender Inviting Authority valid for a period of 6 months from the date of order. 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.

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 & Quality**

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

C. **Delivery Period**

The supply should be started within 45 (Forty Five) days from the date of purchase order and should be completed within 90 days, unless otherwise specified in the order.

D. **Delivery Point/Destination**

The items shall be delivered at the District Drug Ware Houses or the designated Health Institutions in Assam.

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 fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangements for purchase of the items of Whole Blood Finger Prick (WBFP) HIV test kits for which the purchase orders have 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 any other penalties including forfeiture of security deposit.

G. **Delivery of Products**

Bidder shall supply the product to reach the District Drug Ware Houses or the designated Health Institutions in Assam within 90 days from the date of manufacture of that product. In case, the product is received after 90 days from date of manufacture and the product is not utilized before its expiry date the supplier shall be permitted to replace the expired quantity with fresh stock of longer shelf life, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered.

H. **Shortage and Damage**

It shall be the responsibility of the successful Bidder for any shortages/damages at the time of receipt in the designated sites. Tender Inviting Authority is not responsible for the stock of items received, for which no order is placed.

17. **FORCE MAJUERE**

The above conditions 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, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. 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, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices -

1. "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.
2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
3. "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.
4. "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 contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

**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 Tender Inviting Authority 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 acceptance of bids.

**20. LOGOGRAMS& INSCRIPTIONS**

The test kits should be embossed/printed with NHM Logo and the inscription "NHM SUPPLY,NOT FOR SALE". The logo and the inscription should also appear in the outer cartons or packages. This is in addition to other standard inscriptions like:

- The name of the item,
- Content per pack
- Instructions for use
- Special Storage requirements
- Date of manufacture;
- Batch no
- Expiry date and all other relevant details.

Logogram means, wherever the context occurs, the design as specified in **Annexure-VI.**

Failure to supply the items, with the logogram will be treated as breach of the terms of agreement.

**23. PAYMENT PROVISIONS**

- A. Payments towards the supply of the HIV test kits will be made strictly as per rules of the Tender Inviting Authority. All payments shall be made by way of Crossed A/C Payee Cheque drawn in favour of the supplier.
- B. On completion of supplies of ordered quantities bills/ Invoices should be raised in triplicate in the name of the Tender Inviting Authority with address.

- C. 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.
- D. In case of any enhancement in excise duty due to notification of the Government after the date of submission of tenders 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 item 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 for having paid additional Excise Duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.
- E. 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.

**24. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD**

Failure of the successful bidder to comply with the requirements of signing of contract and / or submission of performance security 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 bidder.

**25. TRANSPORTATION**

Transportation of goods and transit insurance upto the specified destination will be by road or as specified in the PO and shall be in supplier's scope.

**26. PACKING, MARKING, SHIPPING & DOCUMENTATION**

All consignments must be securely and appropriately packed and should conform to Standard Material Transport Regulations. The Supplier will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection. Each package must be clearly marked with indelible paint with the purchase order No., From (Name & Address), To (Name & Address), Destination, Item Net & Gross Weight, Case No (Sl.No of total

Cases)&Dimensions and shall contain copies of dispatch documents and packing list.

**27. SHELF LIFE**

All supplies shall be scheduled for the period starting from the date of purchase order till the date of completion of stipulated in the order. The supplied should have maximum potency throughout the shelf life period. The shelf life should be defined as 60% of residual life or a shelf life of 12 months at the time of dispatch to the consignee, whichever is more.

**28. TEST CERTIFICATES**

The supplier must submit batch-wise Test analysis report from an independent NABL Certified Lab for the item before commencement of delivery.

**29. TAXES & DUTIES**

In case of enhancement of taxes and/or Duties or levy of fresh taxes/Duties due to Statutory Act of the Govt. after date of submission of tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the items supplied falls under particular tariff resulting in additional/fresh levies for the supplied item. However the same shall not be borne by the purchaser in case such levies become applicable after expiry after contractual delivery period as stipulated in the contract. Further, in case a successful bidder has been enjoying Excise duty exemption on any criteria like turnover etc. and at a later date ,during currency of the contract, even if excise duty become chargeable on goods manufactured ,the same shall be to the suppliers account and shall not be borne by the purchaser.

**30. REPEAT ORDER**

Repeat order shall be acceptable to the supplier within 12 months from the date of the PO at the same prices, terms and conditions.

**31. CHANGES IN TERMS AND CONDITIONS**

Purchaser reserves the right to make changes at any time in quantities of items ordered or in specification and drawings. If such changes cause an increase or decrease in the amount due or in delivery period, an equitable adjustment shall be made. Any claim for adjustment under this provision must be assessed within 10 days from the date when the changes are ordered.



**32. ARBITRATION**

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Mission Director, National Health Mission, 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 Health Mission, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

**33. 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.

**34. 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 State of Assam only.

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**ANNEXURE IA**  
**UNDERTAKING (by the Bidder)**

To

Mission Director,  
National Health Mission, Assam

Tender No. \_\_\_\_\_

For rate contract of \_\_\_\_\_

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 two years from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office of \_\_\_\_\_ to 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 :

ANNEXURE I B

UNDERTAKING

(To be submitted by the Bidder as well as Manufacturer)

To

The Mission Director,  
National Health Mission, Assam

Tender No. \_\_\_\_\_  
For rate contract of \_\_\_\_\_

We,..... do hereby declare that presently  
we do not stand blacklisted by any Central or State Government organization or debarred from  
participating in tenders of such organization and are therefore eligible to participate in NHM  
Tender No..... Date..... for rate contract of.....

SIGNATURE :  
NAME & DESIGNATION :  
DATE :  
NAME & ADDRESS OF THE FIRM :

**Annexure -II**  
**MANUFACTURER'S AUTHORIZATION FORM(issued by the Manufacturer)**

**NO.**

**DATED :**

To,

Mission Director  
National Health Mission, Assam

Tender No. :

Dear Sir,

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having  
factories at \_\_\_\_\_ registered office  
at \_\_\_\_\_ possessing manufacturing License No.  
\_\_\_\_\_ dated \_\_\_\_\_

Valid up to \_\_\_\_\_ hereby authorize \_\_\_\_\_ (name and  
address of representative and firm), to submit a bid and subsequently negotiate and sign the  
contract with you against the above mentioned tender for the following items quoted.

- 1.
- 2.

(Attach Separate sheet if necessary)

SIGNATURE :  
NAME & DESIGNATION :

**Annexure-III A**

**ANNUAL TURNOVER STATEMENT OF THE BIDDER (from Sales of Diagnostic Kits)**

The Annual Turnover of M/s \_\_\_\_\_ for the last three financial years are given below and certified that the statement are true and correct.

Sl No.	Year	Turnover in Lakhs
1.	2012-13	
2.	2013-14	
3.	2014-15	
Total -		Rs. _____ Lakhs
Avg. -		Rs. _____ Lakhs

Date :  
Seal :

Signature of Auditor / Chartered  
Accountant  
(Name in Capital Letters)

**Annexure-III B**

**ANNUAL TURNOVER STATEMENT OF THE MANUFACTURER (from Sales of Diagnostic Kits)**

The Annual Turnover of M/s \_\_\_\_\_ for the last three financial years are given below and certified that the statement are true and correct.

Sl No.	Year	Turnover in Lakhs
1.	2012-13	
2.	2013-14	
3.	2014-15	
Total		- Rs. _____ Lakhs
Avg.		- Rs. _____ Lakhs

Date :  
Seal

Signature of Auditor / Chartered  
Accountant  
(Name in Capital Letters)

**Annexure-IV**  
**Performance Statement (for the Bidder)**

**Tender No:**

**DATED :**

Sl.	Name of the product	Year	Qty. supplied	Value	Name and full address of the purchaser
	1	2	3	4	5
1.					
2.					
3.					

**(Please use additional sheets if required)**

SIGNATURE :  
NAME & DESIGNATION :  
DATE :  
NAME & ADDRESS OF THE FIRM :

**CERTIFICATE OF SALE TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT****(To be filled by the applicant)**

- 01.** Name or style in which the applicant is assessed or assessable to Sales Tax Addresses or assessment .....
- 02.** a. Name and address of all companies, firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity.....  
.....  
b. Places of business of the applicant (All places of business should be mentioned)  
.....
- 03** The Districts, taluks and divisions in which the applicant is assessed to Sales Tax (All the places of business should be furnished).  
.....  
.....
- 04** a. Total contract amount in the preceding three years.  
i.  
ii.  
iii.  
b. Particulars of Sales Tax for the preceding three years.

Year	Total T.O. be assessed Rs.	Total Tax Assessed Rs.	Total Tax paid Rs.	Balance Due Rs.	Reasons for balance Rs.
2012-13					
2013-14					
2014-15					

- c. If there has been no assessment in any year, whether returns were submitted any, if there were, the division in which the returns were sent.
- d. Whether any penal action or proceeding for the recovery of Sales Tax is pending
- e. The name and address of Branches if any:

I declare that the above mentioned information is correct and complete to the best of my knowledge and belief.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :



**Enclosure of Annexure-V**  
**(To be issued by the Sales Tax Assessing Authority)**

In my opinion, the applicant M/s..... has been / has not been / doing everything possible to pay the Tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax Officer

Note : Separate certificates should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax officer or Assistant Commercial Tax Officer having jurisdiction over that place.

**ANNEXURE – VI**  
**Declaration on Manufacturing Facilities by the Manufacturer**

**Tender No.** \_\_\_\_\_

For rate contract of \_\_\_\_\_

1. Name of the 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 :
12. 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 one year 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.

**Annexure-VII**

**Tender No:**

**DATED :**

**UNDERTAKING FOR EMBOSSEMENT OF LOGO**

We, M/s ..... do hereby declare that, if favored with an order, we will supply the **Whole Blood Finger Prick HIV Test Kits** embossed with NHM Logo, design and specification given in this enclosure and with the inscription "NHM ASSAM SUPPLY, NOT FOR SALE" and as per any other instructions given in this regard.

SIGNATURE :  
NAME & DESIGNATION :  
DATE :  
NAME & ADDRESS OF THE FIRM :



**Fig: Logogram**

**Annexure –VIII**  
**List of items quoted**

**Tender No.** \_\_\_\_\_

<b>Sr. No .</b>	<b>Description of Items</b>	<b>Quantity</b>	<b>Manufacturer's Name</b>	<b>Warranty Period in Years</b>	<b>Price Quoted/ Not Quoted</b>	<b>Technical Specifications Attached/Not Attached</b>
1	Whole Blood Finger Prick (WBFP) HIV Test Kit	200000 test kits				

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**Technical cum Compliance Specification Sheet: (TO BE SUBMITTED BY THE MANUFACTURER)**

Tender No.

DATED :

Quantity required= 200000 Test Kits.

Sl. No	Tender Specification of WBFP(Whole Blood Finger Prick) HIV Test Kits	Technical Specs quoted by bidder	Deviation if any
1.	The indigenous HIV antibody rapid test kits should have a valid license issued by the competent authority defined under Drugs & Cosmetics Act, 1940 after appropriate evaluation by the centres approved by DCG(I). The imported rapid test kits should have the approval of the statutory authority in the country of Origin/manufacture and should satisfy the requirements of Drugs & Cosmetics Act in India. The imported kits should also get evaluated in our country.		
2	The assay should be able to detect antibodies of HIV1, HIV2 and all the subtypes by detection of antibodies by the agglutination/Enzyme Immuno Assay or any other principle.		
3	The assay should have sensitivity of 99.5% or more and specificity of 98% or more as per data from an identified national reference laboratory.		
4	The assay should have solid phase/ particles coated with synthetic and or recombination or both types of antigens of HIV1 & HIV2.		
5	Total procedure time should not be more than 30 minutes.		
6	The manufacturers should ensure that: a) The test kit should be packed such that there is a provision to conduct single test at a time; b) The assay components should include HIV positive and negative serum controls sufficient for conducting 20% of the tests (10% negative and 10% positive controls); and c) The pack size of HIV rapid test kits should not be more than 50 tests per Kit.		

## **Annexure-X**

### **UNDERTAKING ON FRAUD & CORRUPTION (for both manufacturer and bidder)**

We ..... do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of Whole Blood Finger Prick (WBFP) HIV test Kits under tender reference no ..... We shall strictly observe the terms and conditions against fraud and corruption in force in the country.

SIGNATURE :  
NAME & DESIGNATION :  
DATE :  
NAME & ADDRESS OF THE FIRM :

**Annexure – XI**  
**NATIONAL HEALTH MISSION, ASSAM**  
**AGREED TERMS & CONDITIONS**

Tender No: **NHM/PROC/IDSP/LAB Items/2215/2014-15/**

**DATED :**

**A. Details of Bidder**

Bidder Name:

Offer Ref:

Contact Person:

Telephone No:

Signature:

Fax No:

E-mail:

**B. Definitions**

1. "Purchaser" means the Mission Director, National Health Mission, Assam or his authorized representative.
2. "Bidder" means a person or firm or company who has made an offer for supply of goods and /or service 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 un-priced Technical Bid, (Cover A). 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 annexure to this questionnaire.**

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	<b>C. Technical</b>	
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.	
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 has been furnished in Cover A	



	<b>D. Commercial</b>	
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 landed price is inclusive of cost of containers, packing & forwarding charges, freight, insurance and all duties and taxes viz. Excise Duty, Sales Tax/VAT.	
3.	Confirm furnishing of price break-up of each item showing basic price of item and Tax/VAT on %age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be borne by the purchaser.	
5.	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 supplier.	
6.	If clause 5 above is not acceptable, advice maximum possible rate of additional ED chargeable; this shall be loaded to your price.	
7.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	
8.	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	
9.	Confirm acceptance of Delivery Period as indicated under clause 16 (C) of the bid document.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per	

	manufacturer's price list with appropriate discount	
14.	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.	
15.	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 6 months from the date of order.	
16.	Confirm acceptance of Part Order.	
17.	Confirm acceptance of Repeat order within 12 months from the date of initial order at same price and terms & conditions.	
18.	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be dispatched within 30 days from the date manufacture.	
19.	It is noted that the 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.	
20.	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.	
21.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
22.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**ANNEXURE XII****PRICE BID**

TENDER NO.....

Sl	Brief Description of items	Qty.	Basic Rate per unit set Rs	Tax/VAT per unit set Rs	Total Amount Inclusive of Tax/VAT (in Rs.)  3 x(4+5)	
1	2	3	4	5	6	
					In Figures	In words
1.	WBFP(Whole Blood Finger Prick) HIV Test Kits	200000 test kits				

**Grand Total** = Rs.....

Rs (in words).....

SIGNATURE :  
NAME & DESIGNATION :  
DATE :  
NAME & ADDRESS OF THE FIRM :

**Annexure-XIII**  
**Form of 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 \_\_\_\_\_

## Annexure-XIV

### CHECK LIST

Sl.	Cover A	Yes	No	Page No. of Bidder's Doc
1.	Court Fee Stamp/IPO			
2.	EMD in the form of DD furnished			
3.	Documentary evidence for the Constitution of the company			
4.	Duly attested / notarized copy of Drug License issued by the competent Licensing Authority for the products quoted			
5.	Attested Photocopy of Import license if any			
6.	The instruments such as Power of Attorney, Resolution of Board etc.			
7.	Undertaking as per Annexure I A and I B			
8.	Manufacturer Authorization as per Annexure II			
9.	Annual Turnover Statement for last 3 financial years as per Annexure – III A & Annexure – III B			
10.	Performance Statement as per Annexure IV and Single order of value Rs.13.50 Lakhs			
11.	Sales Tax Clearance Certificate as Annexure V			
12.	Details of Manufacturing facilities as Annexure VI			
13.	Undertaking for Embossment of logo as per Annexure VII			
14.	List of items quoted with name of Manufacturer as per Annexure VIII			
15.	Technical Cum Compliance specification sheet as Annexure IX			
16.	Undertaking on Fraud & Corruption as per Annexure X			
17.	Agreed Terms & Conditions as per Annexure- XI			
18.	Form of Agreement as per Annexure XIII			
19.	Check List as Annexure XIV			
<b>Sl</b>	<b>Cover B</b>	<b>Yes</b>	<b>No</b>	
1.	Price Bid as per Annexure XII			