

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



**OFFICE OF THE PROJECT DIRECTOR  
ASSAM STATE AIDS CONTROL SOCIETY  
KHANAPARA, GUWAHATI – 22**

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**NOTICE INVITING BID**

Bid Reference No. **ASACS/NHM FUND/PROC/KITS/2017/1011/26**

Date: 06/09/2017

**Online Bids** through e-Tender portal (<https://assamtenders.gov.in>) are invited from eligible bidders for entry into rate contract for supply of Whole Blood Finger Prick (WBFP) HIV test

Sl. No.	Particulars	Date and time	
1.	Date & time of release of bid	<b>06.09.2017, 5PM</b>	
2.	Date & time of Pre-bid meeting	<b>14.09.2017, 3PM</b> Venue : Office of the Project Director, Assam State AIDS Control Society, Khanapara, Guwahati (Assam) 781022	
3.	Date & time of Online bid submission	Start Date & Time	End Date & Time
		<b>15.09.2017, 11AM</b>	<b>11.10.2017, 5 PM</b>
4	Date & time of online Technical bid opening	<b>12.10.2017, 3 PM</b>	
5	Date of opening of Price Bid	To be informed to the qualified bidders	

The bid document with all information relating to the bidding process including cost of bid document, EMDs, Prequalification criteria and terms & conditions are available in the websites: [www.assamsacs.org](http://www.assamsacs.org) and <https://assamtenders.gov.in> The Authority reserves the right to accept / reject any part thereof or all the bids without assigning any reason thereof.

**(Manvendra Pratap Singh, IAS)**  
**Project Director**  
**Assam State AIDS Control Society**



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ASSAM STATE AIDS CONTROL SOCIETY  
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**TENDER FOR ENTRY INTO RATE CONTRACT OF WHOLE BLOOD  
FINGER PRICK (WBFP) HIV TEST KITS**

Project Director, Assam State AIDS Control Society, Khanapara, Guwahati (Assam) 781022 invites e-tenders in Two Bid System from Manufacturers / Authorized distributors/Dealers for rate contract of Whole Blood Finger Prick (WBFP) HIV Test kits.

1. **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 Store, Assam State AIDS Control Society, Khanapara, Guwahati-22.
- 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 ASACS.
- e) A pre bid meeting with interested agencies will be held at Office of The Project Director, Assam State AIDS Control Society, Khanapara, Guwahati-22

2. **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.2014-15, 2015-16, 2016-17 from shall not be less than Rs. 40.00 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 Lakhsin the past 3 financial years i.e. 2014-15, 2015-16 and 2016-17.
- 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 should have experience & knowledge of modes of packing, distribution & transportation of such items under any weather conditions.
- G. 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 “Assam State AIDS Control Society” payable at Guwahati. The tender documents may also be downloaded from the official website- [www.assamsacs.org](http://www.assamsacs.org). 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 “Assam State AIDS Control Society” 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".

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 “ Assam State AIDS Control Society”, 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., 2013-14, 2014-15 & 2015-16 or 2014-15, 2015-16 & 2016-17 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. 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.

G. Undertaking for providing of logo of Bidder:

Undertaking (as perAnnexure-VII) for embossment of logo of ASACS on the Diagnostic kits.

H. 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-XIIIand should be securely tied or bound.

P. **A Copy of the all the above documents** uploaded in the **technical bid** shall **also to be submitted** alongwith the Original EMD (DD / BG) & Tender document Cost (DD) **on or before the scheduled online technical bid opening**. However, the copy of all documents to be submitted should be **exactly the same** as **uploaded in e-tender portal**. Copy of the documents to be submitted shall be only for the purpose of clarity / better visibility of the documents uploaded in case of any scanned documents uploaded (like product catalogues etc.) is not clear. In that case, the documents shall be considered for evaluation only **if the scan copy of the same is uploaded**

**6. Cover B: Price Bid(Envelope code 'B'):**

- i. The Price Bid has to be submitted online only.
- ii. The rate quoted should be for a unit and for the given specification. The Suture, Surgical, Consumables, Diagnostics and materials, rates should be quoted only for the composition stated in the tender. The pack size for kits as mentioned in list of items is indicative.
- iii. The tenderer is not permitted to change / alter specification or unit size given in the list of items. The bidder shall necessarily quote the excise duty applicable and when the item is excisable.
- iv. Rates (inclusive of Excise Duty, Customs duty,, transportation, insurance, and any incidental charges, but exclusive of GST) should be quoted for each of the required items., separately on door delivery basis according to the unit ordered.
- v. The price quoted by the tenderers shall not, in any case exceed the controlled price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP). Tender Inviting Authority at its discretion, will exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the tenderer.
- vi. The bidder shall specifically mention “ EXEMPTED “ when the item is excisable but exempted for the time being, based on turn over or for any other grounds, by the notification issued by the Government of India .
- vii. The bidder once quoted the excise rate/GST is not permitted to change the rate/amount unless such change is supported by the notification issued by the Government of India/state or by the order of the court, after submission of
- viii. Tender. The bidder who has quoted excise “NIL” and the item becomes excisable later, at the time of award of contract, will be eligible for payment only on production of invoices drawn as per Central Excise Rules.
- ix. The rates quoted and accepted will be binding on the tenderer for the stipulated period and on no account any revision will be entertained till the completion of the contract period. Accordingly this clause will be applicable for all orders placed during the contract period.

**7. Tender Opening:**

- a) Tenders may be opened online in the presence of tenderers / authorized representatives who chooses to attend as per date/time specified in the Table given under “Online Key Schedule” above at ASACS office. Only one person carrying authorization letter from the bidder will be allowed to attend the bid opening.
- b) If the office happens to be closed on the key dates specified above, such events shall happen on the next working day at the same time and venue.

The Cover “A” will be opened first, and after scrutiny and confirmation of the documents and the information furnished therein, including sample testing/inspection,inspection of plant if required. The Tender Inviting Authority will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required surities have been furnished, The Tender Inviting Authority determination of a Tenders responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence. If a Tender is not substantially responsive, it may be rejected by the Tender Inviting Authority. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and may be summarily ignored The mentioned aspects are descriptive and not exhaustive and a tender can be declared nonresponsive for non-fulfillment of any essential condition called out in the instant document in the considered view of the Tender Inviting Authority and the opinion of the Tender Inviting Authority shall be final and conclusive. However Infirmary/Irregularity/or any Non-Conformity if observed during the examination, the Tender Inviting Authority may waive the same or may ask bidder to comply the same or may ask to submit documents.

Wherever necessary, the Tender Inviting Authority may convey its observation on such issues to the bidder by online web portal or mail etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored / rejected. Eligible and qualified bidders will be shortlisted for price bid opening.

The price bid of shortlisted bidders shall be opened on the date/time will be informed to the shortlisted bidders separately. OPENING OF COVER "A" AND COVER "B" OF TENDER

8. VALIDITY OF BID:

Bids shall remain valid for acceptance for a period of 90 (Ninety) 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 1 (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, GST, 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 3 (three) years 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. Considering the existing capacity of storage, the quantity will be decided and will be order lot wise (preferable 3 lots)
- 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. Buffer in each kit must be sufficient to consume all tests.
- 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 Store, Assam State AIDS Control Society, Khanapara, Guwahati-22

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 have 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 Store 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.
5. 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 ASACS Logo and the inscription "ASACS 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 NEFT/ RTGS 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/GST 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., Form (Name & Address), To (Name & Address), Destination, Item Net & Gross Weight, Case No (Sl.No of totalCases)&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 80% of residual life or a shelf life of 18 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 Purchase Order 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 Assam State AIDS Control Society, Khanapara, Guwahati 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

Project Director,  
Assam State AIDS Control Society, Khanapara, Guwahati (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

Project Director,  
Assam State AIDS Control Society  
Khanapara, Guwahati (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,

Project Director,  
Assam State AIDS Control Society  
Khanapara, Guwahati (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.	2013-14	
2.	2014-15	
3.	2015-16	
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.	2013-14	
2.	2014-15	
3.	2015-16	
	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)

1. Name or style in which the applicant is assessed or assessable to Sales Tax Addresses or assessment .....
2. 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 to which the bidder already supplied the items with quantity value and supply period : As per enclosure
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 ASACS Logo, design and specification given in this enclosure and with the inscription "ASACS 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. \_\_\_\_\_

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

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

Tender No.

DATED :

Quantity required= 200000 Test Kits.

Sl No	Tender Specification of WBFP(WholeBlood Finger Prick) HIV Test Kits	Technical Specsquoted by bidder	Deviation if any
1.	The indigenous HIV antibody rapid test kits should have a validlicense issued by the competent authority defined under Drugs &Cosmetics Act, 1940 after appropriate evaluation by the Centresapproved by DCG(I). The imported rapid test kits should have theapproval of the statutory authority in the country ofOrigin/manufacture and should satisfy the requirements of Drugs& Cosmetics Act in India. The imported kits should also getevaluated 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 ICT assay should be a 3 <sup>rd</sup> generation double antigen sandwich assay.		
4.	The ICT assay should have been evaluated by NIB.		
5.	The ICT assay should be CE certified		
6.	The ICT assay should have performance data evaluation from CE and WHO approved laboratories.		
7.	The ICT assay should be able to detect Immunoglobulin of class IgG, IgM and IgA.		
8.	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.		
9.	The assay should have solid phase/ particles coated with synthetic and or recombination or both types of antigens of HIV1 & HIV2.		
10.	Total procedure time should not be more than 30 minutes.		
11.	The manufacturers should ensure that: a) The test kit should be packed such that there is a provision to conduct		

	<p>single test at a time;</p> <p>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</p> <p>c) The pack size of HIV rapid test kits should not be more than 30 tests per Kit.</p>		
12.	The kit should have WHO prequalification certificate.		

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:

DATED :

A. Details of Bidder

Bidder Name:

Offer Ref:

Contact Person:

Telephone No:

Signature:

Fax No:

E-mail:

B. Definitions

1. "Purchaser" means the Project Director, Assam State AIDS Control Society, Khanapara, Guwahati - 781022 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)
	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.	
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	

	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 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-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			
Sl	Cover B	Yes	No	
1.	Price Bid as per Annexure XII			