



OFFICE OF THE MISSION DIRECTOR

NATIONAL HEALTH MISSION, MEGHALAYA

**Directorate of Health Services, Red Hill, Upper New Colony, Health Complex, Laitumkrah,
Shillong-793003, Ph-0364-2506460 Fax-0364-2504532**

Email: nrhmmegh@gmail.com

No. DHS/MCH&FW/NHM/COV19-Proc/17/2020/644

Dated Shillong the 09/Apr/2020

SHORT NOTICE INVITING TENDER
FOR SUPPLY OF RAPID ANTIGEN KIT (RAT) FOR COVID-19

There is an upsurge in cases of COVID-19 due to increased transmission of SARS-CoV-2 virus. In view of this, it is important to scale up a testing capacity to the maximum possible levels in a cost effective manner. Hence, a Limited Tender for Supply of Rapid Antigen Test Kits for COVID-19 are hereby invited from the interested suppliers on the firm's letter head. Tender must be addressed to the Mission Director, National Health Mission, Meghalaya on a envelope super scribed "Limited Tender for Supply of Rapid Antigen Test Kits for COVID-19 (Nasopharyngeal swabs)" and the same to be submitted not later than 14th/Apr/2021 up to 12:00pm.

Sl.no.	Name of Items	"Short Notice Inviting Tender for Supply Of Rapid Antigen Test Kits for COVID-19 (Nasopharyngeal swabs) for COVID-19"
1	Tender Documents	Can be obtained from the NHM office, Shillong or downloaded from www.nhmmeghalaya.nic.in
2	Date for downloading/obtaining the Tender Documents	12 /April/2021
3	Last date and time for submission of Tender Document	21 /Apr/2021 up to 12:00pm
4	Tender opening date and Time	21 /Apr/2021 at 1:00pm Venue: O/O: MD, NHM Health Complex, Laitumkrah

Copy of Tender documents may please be obtained from the Office of Mission Director, NHM or download from our website www.nhmmeghalaya.nic.in. National Health Mission, reserves the right to reject any or all the tenders without assigning any reason.

Note: Any changes or any further notification in respect to the above documents shall be made available only at the above mentioned website. Hence respective Tenderers are advised to visit the website regularly for the above purpose.

**Mission Director, NHM
Meghalaya, Shillong.**



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Given below the name of the items with specifications and price bid format, any deviations from the given specifications and format shall be summarily rejected. Price quoted should remain firm and fixed for all supply orders placed during the period of Rate Contract i.e. of minimum 1 year or till fresh appointment is made

ANNEXURE-I

The contents of Rapid Antigen Test Kits for COVID-19 (Nasopharyngeal swabs):

- A. The Kit Contents are the Test Device, Specimen Extraction Buffer Tube, Sterile Swab for sample collection, Nozzle Cap & Instructions for use.
- B. ICMR Approved is a must.

TENDER CLAUSES:

1. GST should be charge as per applicable rate.
2. Rates quoted should be inclusive of all charges OR F.O.R up to State Warehouse, NHM, Shillong Meghalaya
3. Tenderer who quote for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization certificate or Confirmation of supply and authorization letter should be Tender specific.
4. The Mission Director NHM, Govt. Of Meghalaya reserves the right to reject /cancel any or all other including the lowest quotation without assigning any reason thereof.
5. All disputes can be addressed by amicable settlement by a committee constituted by Mission Director of NHM, Meghalaya
6. Manufacturing License
7. Bidder Valid Drug License
8. Catalogue, literature of the product being offered.
9. Samples should be provided during the time of Tender submission/Technical Evaluation
10. All application on the letter head of the firm only
11. The Tenderer hereby declares that the goods supplied to the buyer shall be of the best quality and shall be strictly in accordance with the specifications and the particulars contained/mentioned in the clauses hereof. The purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality as approved.
12. A valid Trade License Certificate from KHADC/JHADC/GHADC for Non Tribal firm
13. A Valid GST Registration certificate
14. PAN/TIN Card of the firm or the person in whose name the Proprietorship, Firm etc is registered under.
15. Tender document duly filled and signed by the authorized person in all pages
16. Minimum 3(three) numbers (each year) of customer feedback or supply order of medical goods (no equipments) only from Central/State Govt. Dept/PSU/National Health Mission completed within last three years, failing which bidders will be disqualified. The customer feedback or supply order as indicated above should be in the name of the firm participating in the tender, failing which bidder will be disqualified.
17. **Submission of the Bid:**
 - i) The Bid should be in sealed cover super- scribed "**Tender for Supply Of Rapid Antigen Test Kits for COVID-19 (Nasopharyngeal swabs) for COVID-19**" and clearly mention the tender reference number and date. The super scribed sealed cover shall consist of three sealed cover inside (i) **Technical Bid**" (iii) **Financial Bid**".
18. **Quantity of Delivered Items:**
 - a) If the quantity received is less than the P.O quantity, then the physical quantity received will be the quantity certified by the Purchaser.
 - b) If the quantity received is more than the P.O quantity, the excess quantity shall not be paid for, by the Purchaser.
 - c) In case of any supply quantity with an upper or lower tolerance of over 5%, NHM, Meghalaya will have the right to accept or reject the material immediately
19. **Taxes, Duties and Levies:**
 - a) Tender must clearly mention their GST no. in their offers and invoices.



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- b) In case if there is a decrease in the Statutory Taxes / Duties / Levies, the same has to be passed to the Purchaser
20. **Technical evaluation:**
- ✓ Technical evaluation of the items tendered will be done by a Technical Committee constituted by the NHM Meghalaya
 - ✓ Specifications for each of the items will be as detailed in the respective Annexure
 - ✓ Tenders submitted with technical specifications and commercial bid will alone be considered for evaluation.
 - ✓ The commercial bids of suppliers who are successful in Technical Evaluation only would be considered.
 - ✓ In case, if Technical Committee is not convinced with any of the bidder's samples with respect to Quality parameters, then it is the Committee's decision to scrap the Tender.
 - ✓ The decision of the Committee formed by Purchaser would be final.
21. **Quality Standards:**
- a) The Suppliers/OEM's are to meet the Quality Standards specified in the CDSCO/ICMR. The evaluation would be done by the technical committee at the time of technical evaluation
 - b) During period of the contract, suppliers shall confirm to quality standards wherever applicable and would be given priority over others.
 - c) Suppliers should supply goods which comply with the quality standard as applicable or any other reputed standard only failing which payment of the same will not be made.
22. **17. Quantity Division:**
- Each Delivery Schedule of Requirement incorporate in the tender enquiry document will be ordered from the Lowest Responsive Bidder (L1). However, it is the purchaser's decision to assess the capacity of the L1 bidder to support the requirement. If L1 refuses to supply and in case of L1 bidders capacity is less than the quantity required, the purchaser has the right to split the order quantity among the other bidders in the order of lowest to highest bidder as per the provisions of transparency in Tenders Act & Rules, provided the next lowest bidder agrees to match the L1 rate.
23. **Supplier Responsibility:**
- a) Under any circumstances, No supplier shall supply the goods, in which recycled materials are used / used- disposables to NHM, Meghalaya. If NHM, Meghalaya finds any such instance, it will lead to cancellation of Purchase Order and subsequent severe punitive (legal and financial) actions by NHM, Meghalaya. However, all the consequential costs are to be borne by the Supplier to NHM, Meghalaya.
 - b) The supplier is responsible for the delivery of the goods in satisfactory condition and without any loss or damage at the final destination and until the same is actually received by the Purchaser at its works or other place of final destination. For this purpose, goods carried by the roadway or other carrier shall be deemed to be carried at the risk of the supplier. If on inspection at final destination the Purchaser discovers any discrepancy, the Purchaser will be entitled (not-withstanding that the property of goods shall have passed on to the company) to refuse acceptance of the goods altogether and claim damages and/or cancel the contract and buy its requirement in the open market at the risk and cost of the supplier, reserving always to itself, the right of forfeiture of any amount found due and payable or the deposit, if any, placed by the supplier for the due fulfillment of the contract as also to recover any amount, if already paid.
24. **Compliance of the Laws of the land:**
- The supplier shall comply with all state and local laws and regulations shall obtain all necessary licensing for the operation of its business and shall further comply with all quality control standards promulgated by the authority from time to time.
25. **Termination:**
- NHM, the Meghalaya Tender Committee shall have the right to immediately terminate this Agreement by giving a written notice to the Supplier in the event that Supplier does any of the following:
- I. Fails to supply the order from the date of target delivery date or extension of delivery.

- II. Files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or Supplier discontinues its business
 - III. Breaches any provision of this Agreement, and fails to cure such breach within seven (7) days after it receives a written notice of breach from the NHM, Meghalaya.
 - IV. NHM, the Meghalaya Tender committee has Right to Terminate without giving any Cause. NHM, Meghalaya shall have the right to terminate this Agreement by written notice to Supplier.
 - V. Upon receipt of the notice of termination from the Purchaser, the Supplier shall either immediately or upon the date specified in the notice of termination, cease all further supplies except for such as the Purchaser may specify in the notice of termination. In the event of termination of the Contract the Purchaser shall only pay to the Supplier, the Price for the parts executed by the Supplier as of the date of termination.
26. **Infringements:**
- a) The supplier agrees to fully cooperate with NHM, Meghalaya in the prosecution of any such suit against a third party and shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit
27. **Governing Law; Dispute Resolution:**
- a) This Agreement shall be governed by, and construed in accordance with, the laws of the India; without regard to conflict of law principles, and under the jurisdiction of Meghalaya and language shall be English
28. **Dispute Redressal Committee:**
All disputes can be addressed by amicable settlement by a committee constituted by Mission Director of NHM, Meghalaya.
29. **Arbitration:**
- a) In the event of any question, dispute or difference arising under this contract (except as to any matters the decision of which is specially provided for by the general or the special conditions.), the same shall be referred to the sole arbitrator or an officer appointed to be the arbitrator by the Mission Director NHM Meghalaya. It will be no objection that the arbitrator is a Government Servant or that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The 'Award' of the arbitrator shall be final and binding on the parties to this contract.
 - b) In the event of the Arbitrator dying, neglecting or refusing to act or resign or being unable to act for any reason, or his Award being set aside by the Court for any reason, it shall be lawful for the Mission Director NHM Meghalaya to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
 - c) It is further a term of this contract that no person, other than the person appointed by the Mission Director NHM Meghalaya as aforesaid, should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
 - d) Upon every and any such reference, the assessment of the costs incidental to the reference and Award, respectively, shall be at the discretion of the arbitrator.
 - e) The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as Mission Director NHM Meghalaya at his discretion may determine.
30. The bidder may be delivered in the office of Mission Director, National Health Mission, Health Complex Laitumkhrab, Meghalaya Shillong-793003. The office will not take responsibility for any delay. The Tender received after the due date and time shall not be entertained.
31. Payment will be made after successful execution of the order in totality or postal delivery, inspection, acceptance and Receipts of the Goods.
32. Bidder who quoted the lowest rate will be awarded with the contract.
33. If L1 is more than one, the Purchase Order will be issued to all L1 bidders with equal quantities or as per the capacity of the L1.



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4. EMD Amount:

Tenderer needs to deposit the EMD Amount Rs.2,00,000/- (two lakh) in the Form of DD/FDR/Bank Guarantee in favor of "Mission Director, National Health Mission", payable at Shillong, Meghalaya and a copy of EMD in sealed envelope should be submitted along with pre-qualification documents in the Pre- Qualification Envelope.

- (i) The EMD shall be returned back to unsuccessful bidders within a period of eight (8) weeks from the date of execution of the agreement subject to the receipt of a written application addressed to the Mission Director, NHM, Meghalaya. The return of EMD shall not carry any Interest Component.
- (ii) The E.M.D. / Security Deposit shall liable to be forfeited in the following circumstances when the,
 - a) Tender is rejected due to failure to furnish the requisite documents in the proper format or giving any misleading statement or submission of false affidavit or fabricated docs.
 - b) Party fails to sign the agreement for entering into contract in case the offer is accepted, due to any reason whatsoever.
 - c) Party fails to supply the goods / items as per the orders / Rate Contract (R.C) placed by NHM, Meghalaya within the delivery period so stipulated.
 - d) Party fails to replace/correct the supplied material /pre-printed stationeries declared to be wrong /different from specification and R.C. holder / successful bidder have to refund the cost of such goods.