

DEPARTMENT OF HEALTH AND FAMILY WELFARE

HIMACHAL PRADESH

Block No. 6, SDA Complex, Swasthya Sadan, Kasumpti, Shimla – 171 009

Tel. : 0177-2621424, 2628252, FAX : 0177 – 2620661.

Website :<https://www.hptenders.gov.in> E-mail: ddhsproc@gmail.com

Tender Ref. No-HFW-H (PROC) RTPCRT Testing Kits/2020-Vol-II Date 07.04.2022

SHORT TERM e_TENDER

Short term e_tender is invited from Manufacturers (for indigenous products)/Principal National Distributor (for imported product(s) for procurement of Rapid Antigen Testing for SARs CoV-2, 1gG based ELISA Testing for conducting Sero Survey on F.O.R. door delivery basis in Directorate of Health & Family Welfare ,H.P, Shimla-171009 and RT-PCR testing of SARs Cov-2-Viral Transport Medium(VTM), Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, RT-PCR Kits for detecting SARs-CoV-2 for supply to H.P. Govt. Identified Institutions (Testing centre) as per Annexure-“A”. The e-tender is invited initially for one year which may be extended on year to year basis with mutual consent and on same terms and conditions.

The detailed e_tender document terms and conditions can be viewed and downloaded from website: <https://www.hptenders.gov.in> from 07.04.2022 to 28.04.2022 up to 11.30 AM. The last date and time for submission of tender document is 28.04.2022 up to 11.30 AM. The tender will be opened on 28.04.2022 at 2.30 PM. All subsequent corrigendum, modifications and clarifications in respect of this tender will be published on aforesaid website only. The bidders are advised to visit the aforesaid website regularly. The undersigned reserves the right to reject any or all the offers without assigning any reason.

Additional Director-cum-Chairman,
H.P. Health Procurement cell,
Himachal Pradesh, Shimla-171009.

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Phone: Tel. : 0177-2621424, 2628252, FAX : 0177 – 2620661.

Website: <https://www.hptenders.gov.in> Email: ddhsproc@gmail.com

Tender Ref. No-HFW-H (PROC) RTPCRT Testing Kits/2020-Vol-II Date 31.03.2022

FORM-A

Additional Director-cum-Chairman, H.P. Health Procurement Cell, Health & Family Welfare, H.P. Shimla-171009, (hereinafter referred as “ADHS”) invites e-tender from Manufacturers (for indigenous products)/Principal National Distributors (for imported product(s) for procurement of Rapid Antigen Testing for SARs CoV-2, 1gG based ELISA Testing for conducting Sero Survey F.O.R door delivery basis in Directorate of Health & Family Welfare ,H.P, Shimla-171009 and RT-PCR testing of SARs Cov-2- Viral Transport Medium(VTM), Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, RT-PCR Kits for detecting SARs-CoV-2 for supply to H.P. Govt. identified Institutions (Testing Labs) as per Annexure-“A” for combating COVID-19. The e-tender is invited initially for one year which may be extended on year to year basis with mutual consent and on same terms and conditions.

The detailed tender document terms and conditions can be viewed and downloaded from website:<https://www.hptenders.gov.in> from 07.04.2022 to 28.04.2022 up to 11.30AM. The last date and time for uploading of tender document is 28.04.2022 up to 11.30 AM. The tender will be opened on 28.04.2022 at 2.30 PM. All subsequent corrigendum, modifications and clarifications in respect of this tender will be published on aforesaid website only. The bidders are advised to visit the aforesaid website regularly. The undersigned reserves the right to reject any or all the offers without assigning any reason.

SHORT TERM E-TENDER SCHEDULE

Date & Time of on-line publication :	07/04/2022
Period for downloading of e-Tender document	07/04/2022 to 28/04/2022 up to 11:30 AM
Bid uploading start date: (The prospective bidders can seek clarifications, if any, upto 12.04.2022, through e_mail at ddhsproc@gmail.com)	19/04/2022
Last date and time for submission of cost of e-Tender document, Earnest Money Deposit	28/04/2022 up to 11:30 AM Directorate of Health & Family Welfare, Swasthya Sadan, Kasumpti, Block No. 6, SDA Complex, Shimla, H.P. 171009
Date & Time for opening of Technical Bid:	28/04/2022 at 2.30 PM Venue: Directorate of Health & Family Welfare, Swasthya Sadan, Kasumpti, Block No. 6, SDA Complex, Shimla, H.P. 171009
Cost of the tender document :	Rs. 500/- (Rs. Five hundred only), deposit through online submission in ICICI Bank as per facility available on website https://www.hptenders.gov.in in favour of Director Health Services Himachal Pradesh, Shimla {Non Refundable }
Earnest Money Deposit (EMD) :	Rs. 10,00,000/-(Rupees Ten Lakh only) deposit through online submission in ICICI Bank as per facility available on website https://www.hptenders.gov.in in favour of Director, Health Services, Himachal Pradesh at Shimla).
* If the date fixed for the opening of tender is declared a holiday, the tender shall be opened on the next working day at the same time as fixed for the original date for this purpose.	

A. GENERAL INSTRUCTIONS:

1. The e-tender is invited initially for one year which may be extended on year to year basis with mutual consent and on same terms and conditions.
2. Intending bidders may download the e-tender document from the website: <https://hptenders.gov.in> directly with the help of Digital Signature Certificate.
3. The bid should be complete with all document duly signed by authorized person.
4. The Bids without deposit of cost of tender document and earnest money deposit shall be rejected out-rightly.
5. At any time prior to the date of uploading of the Bid, Tender Inviting Authority may either on its own initiative or in response to a clarification if any sought/requested by any prospective bidder upto **12.04.2022**, through e_mail at ddhsproc@gmail.com, may modify any of the conditions in the tender document by issuing an amendment in writing. Such amendments will be binding on the bidders.
6. The bidders should quote only for those products for which product permission meet the bid specifications (Technical specifications). The Item wise specifications of the required Rapid Antigen Testing for SARs CoV-2, 1gG based ELISA Testing for conducting Sero Survey, RT-PCR testing of SARs Cov-2- Viral Transport Medium(VTM), Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, RT- PCR Kits for detecting SARs-CoV-2 may be viewed at Annexure- “ B”.
7. The Additional Director-cum-Chairman, H.P. Health Procurement Cell, Health & Family Welfare, Block No. 6, SDA Complex, Swasthya Sadan, Kasumpti, Shimla –171009 reserve the right to waive minor infirmity in a Bid. The decision of the Additional Director-cum-Chairman, H.P. Health Procurement Cell, Health & Family Welfare, Block No. 6, SDA Complex, Swasthya Sadan, Kasumpti, Shimla in this regard shall be final and binding on the bidders.

8. Bids will be accepted only from Manufacturers (for indigenous products) / Principal National Distributor (for imported product(s) for procurement of Rapid Antigen Testing for SARs CoV-2, 1gG based ELISA Testing for conducting Sero Survey, RT-PCR testing of SARs Cov-2- Viral Transport Medium(VTM), Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, RT-PCR Kits for detecting SARs-CoV-2, Manufacturer/Principal National Distributors shall be responsible for any delay in execution of supplies by their authorized distributor/suppliers, if any.
9. The Authorized distributor/supplier of the manufacturer/Principal National Distributors, if any, shall also abide by the terms and conditions of the tender document and supply order.
10. The quoted rates shall be kept valid for acceptance for a period of 90 days from the date of opening of technical bid.
11. Bidders are requested to complete the process of bid submission well before the closing date and time, in order to safe guard their own interest. It will be the sole responsibility of the tenderer to upload clear and legible documents for assessment failing which the tender will be liable for rejection.
12. The rates should be quoted strictly as per specifications and pack size mentioned in the financial bid / BOQ, available online.

B. THE TENDER DOCUMENT SHALL BE UPLOADED IN TWO PARTS:

1. **Technical Bid:** It shall contain scanned copies of *Form "A"* and *Form "B"* and all requisite documents, certificates etc. as specified in Form "A" (Terms and conditions) and Form "B" (Profile of the bidder) duly filled in and digitally signed. All the documents must be scanned and uploaded in .pdf format with 100 dpi with black and white option.
2. **Financial Bid:** It shall contain financial bid / BOQ uploaded in .xls format which will be available for bidders on website <https://www.hptenders.gov.in>. The financial Bid/BOQ will not be accepted in physical form. The specimen Financial Bid **Annexure-"P7"**.

C. BID OPENING:

At the time of opening of e-tender only Technical Bid as per eligibility/qualification criteria containing proof of deposit of Cost of tender document, Earnest money deposit, certificates and documents, information as required *Form "A"* and *Form "B"* would be opened and Financial bid/BOQ will be opened only of those bidders who fulfil eligibility criteria.

D. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE e-TENDER:

1. Bids shall be accepted only from the manufacturers (for indigenous product) / Principal National Distributor (for imported products) having valid Manufacturing License/Import License.
2. The bidder quoting rates for the required items should have minimum average turnover of Rs. Ten crore in each 3 consecutive previous years out of 4 i.e. 2017-2018, 2018-2019, 2019-20 and 2020-21.
3. The medical consumables/device/diagnostics shall conform to the standards laid down by the Bureau of Indian Standards established under section 3 of the Bureau of Indian Standards Act, 1985 (63 of 1985) or as may be notified by the Ministry of Health and Family Welfare in the Central Government, from time to time.
4. The bidder should have valid Manufacturing License(s) against which products have been quoted. If the license(s) has / have been applied for further renewal, a copy of the license(s) validity certificate duly issued by the concerned drug authority must be submitted.
5. ICMR approval and validation for the Kit in favour of the Manufacturer/ Direct Importer.
6. Approval of the Drug Controller General of India for marketing Imported Kits in India.
7. Valid Trade License for supply through Authorized Distributors.
8. Letter of Authority in case of supply through Authorized Distributors.
9. Tender should not be submitted for the product / products for which the bidder has / have been blacklisted / debarred by any State / Central Government's organization for any reason of quality non compliances, non-compliances, major violations of the Drugs and Cosmetics Act and Rules or for the event of non- supply. The tenderer who are blacklisted in the preceding three years are not eligible for participation in the tender.
10. The bidder should have experience of 1 year verifiable from the copies of 2 supply orders (as per **Annexure-P2**) in favour of the bidder from Govt. Health Departments/Govt. Health Institutions.

E. SUBMISSION OF DOCUMENTS:

1. The bidder has to submit instruments such as Power of Attorney, Resolution of Board of Directors etc. authorizing an officer of the bidder to transact the business with Tender inviting Authority in technical bid and such authorized officer of the bidder should sign the tender documents. The signature of such person should be attested. Proof of deposit of EMD & Cost of Tender Document.
2. The bidder has to submit turnover certificate authenticated by a Chartered Accountant based on the Balance Sheets, Profit and Loss Account of the bidder as per prescribed Format at Annexure "P1". The bidders are advised not to submit balance sheet, Profit and loss Account etc.
3. The bidder has to submit valid Manufacturing License(s) as per Medical Devices Rules-2017 against which products have been quoted. If the license(s) has / have been applied for further renewal, a copy of the license(s) validity certificate duly issued by the concerned drug authority must be submitted.
4. The Bidder has to upload ICMR approval and validation for the quoted Kit(s) in favour of the Parent Manufacturer/ Direct Importer.
5. The bidder shall upload approval of Drug Controller General of India for marketing imported quoted Kit(s).
6. The bidder has to submit valid import license or IEC Code for import in respect of imported quoted product(s).
7. The bidder has to submit the list of quoted products as per Annexure "P3".
8. The bidder has to submit an affidavit as per Annexure "P4".
9. The bidder has to submit copy of GST registration Number.
10. The bidder has to submit attested copy of PAN.
11. The bidder has to submit Income Tax Return for the last 3 consecutive Assessment Years out of 4 i.e. 2018- 19, 2019-20, 2020-21 and 2021-22.
12. The bidder has to submit documents and certificates as required per tender document and checklist as mentioned at Annexure-"P6".
13. In case of supplies are to be executed through Authorized Distributor, the bidder has to submit authority letter in favour of the authorized distributor.

14. Self-attested copies of 2 supply orders in favour of the bidder from Govt. Health Departments/Govt. Health Institutions for verifying the experience of 1 year, details to be provided in **Annexure “P2”**.
15. Copy of tender document duly signed on each page

F. EARNEST MONEY DEPOSIT:

1. Every bidder shall deposit an EMD (Earnest Money Deposit) of Rs. 10,00,000/- (Rupees Ten Lakh only) on or before last date and time for submission of the bid online in ICICI Bank as per facility available on website <https://www.hptenders.gov.in> in favour of Director Health Services, Himachal Pradesh
2. In case, the bidder withdraws his bid within its validity after award of contract, the Earnest Money Deposit will be forfeited and the firm will be debarred for participation in the tender for a period of three years.
3. Earnest Money Deposit would be returned to unsuccessful bidder(s) after award of rate contract.
4. No interest will be paid to the bidders on EMD.
5. The EMD is liable for forfeiture in the event of any failure/default of the bidder for any quantifiable loss to the department.
6. The EMD shall be released to the successful bidder after signing of the agreement and deposit of the performance security.

G. AGREEMENT AND PERFORMANCE SECURITY DEPOSIT:

1. **AGREEMENT:** The successful Bidder shall execute an agreement (3 copies) on a non-judicial stamp paper of value of Rs.100/-(stamp duty to be paid by the Bidder) within 7 days invariably from the date of the intimation from Additional Director-cum-Chairman, H.P. Health Procurement Cell, Health & Family Welfare, H.P. Shimla-171009, informing that his tender has been accepted . The Specimen form of agreement is available in Annexure “P6”.
2. **PERFORMANCE SECURITY:**
 - a. The successful bidder shall furnish a performance security in the shape of Bank Guarantee (specimen as per Annexure-P8) issued by a scheduled commercial bank in favour of Director Health Services, H.P. for an amount of 10 Lacs (Ten lacs). within 7 days invariably from the date of the intimation from Additional Director-cum-Chairman, H.P.

Health Procurement Cell, Health & Family Welfare, H.P. Shimla-171009, informing that his tender has been accepted, failing which the EMD will be forfeited and contract shall be agreement without any notice.

- b. If the terms of agreement are violated then the performance security shall be forfeited wholly or partly, as decided by Director Health Services H.P.
 - c. The Director Health Services, H.P., shall release the performance security without any interest to the Successful Bidder on successful completion of contractual obligations.
3. The Successful Bidder shall not, at any time, assign, sub-let or make over the agreement or the benefit thereof or any part thereof to any person or persons what so ever.

H. PRICES:

1. The price Agreement shall be operative up to one year from the date of its finalization i.e. from the date of issue of award letter with a condition that in case if there is a fall in the institutional price due to reduction in cost of raw material, GST, custom duty exemption etc. the bidder will have to reduce the price proportionately.
2. Rates should be quoted on F.O.R door delivery basis in Directorate of Health & Family Welfare, H.P, Shimla-9 in respect of Rapid Antigen Testing for SARs CoV-2, 1gG based ELISA Testing for conducting Sero Survey. As regards RT-PCR testing of SARs Cov-2- Viral Transport Medium(VTM), Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, RT- PCR Kits for detecting SARs-CoV-2 for delivery in H.P. Govt. Institutions (Testing Labs) mentioned in Annexure-“A”.
3. The bidder shall have to quote Basic Rate without GST as required per Financial Bid/BOQ. GST shall be paid as applicable. The price quoted must be net per Test Kit/Item and inclusive of Freight, Loading, Unloading, Insurance, Road permits, Handling, Packing, Clearing charges, if any. No other charges will be paid extra.

4. The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Central / State Govt. and the Maximum Retail Price (MRP). In the event of any decrease in the rates during the contractual period, the bidder shall submit notarized undertaking to reduce rates correspondingly from the date, the rates have been reduced.
5. The purchaser also reserve the rights:
 - a) To effect purchase from L2 Bidder on L1 approved rates.
 - b) To enter into parallel Price Agreement(s) simultaneously or at any time during the period of the Price Agreement with one or more Bidder(s) as purchaser think fit; and
 - c) To place adhoc contract or contracts simultaneously or at any time during the period of this agreement with one or more supplier(s) / Tenders(s) for such quantity of such item or items as the Tender Inviting Authority / purchaser (whose decision shall be final) may determine.
6. The rates of tendered items etc. shall be quoted online.
7. The rates should be filled in carefully and correctly online. After approval of rates, no representation will be entertained for amendment in rates, presentation / pack.
8. Item-wise rates quoted by the bidders will be compared digitally and supply orders issued subject to approval by the State Government keeping in view, the quality of Medical Consumables/Surgical Items, clinical experience of the expert members of the committee, position and reputation of the bidders in the market and their past.

I. DELIVERY CLAUSE:

1. Rapid Antigen Testing for SARs CoV-2, 1gG based ELISA Testing for conducting Sero Survey shall be supplied on F.O.R door delivery basis in Directorate of Health, Kasumpti, Shimla-171009.
2. As regards RT-PCR testing of SARs Cov-2- Viral Transport Medium(VTM), Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit- Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, RT-PCR Kits for

detecting SARs-CoV-2 shall be supplied on F.O.R door delivery basis in H.P. Govt. Institutions (Testing Labs) mentioned in Annexure-“A”.

3. The bidder shall maintain Cold chain in respect of RT-PCR testing of SARs Cov-2- Viral Transport Medium(VTM), Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, RT-PCR Kits for detecting SARs-CoV-2 till delivery of the stocks in respective Institution (Testing Labs) mentioned in Annexure-“A”.
4. The date of delivery of Kits mentioned in the supply order shall be deemed to be essence of the agreement and delivery must commence within 7 days and shall complete the supply within 15 days from the date of issue of supply order being emergent requirement.
5. The successful bidder shall acknowledge receipt of supply order sent through email/post within three days from the date of issue of supply order through email else it will be presumed that the concerned successful bidder is not interested to supply the ordered Kits and penalty as applicable under clause “N” shall be levied.
6. In case of unavoidable circumstances for execution of supplies within 15 days, prior permission for execution of supplies shall invariably be obtained from Indenting Officer (Purchaser) and penalty provisions shall be applicable as mentioned under clause “N”.
7. The successful Bidder shall note that supply orders may be placed up to the last day of the currency of the price agreement.
8. Whenever any Purchase Order is placed during the validity of the agreement it shall be binding on the firm to supply it as per schedule given under Delivery clause “I”.

J. RECALLS:

Medical consumable/Devices/Diagnostics must be recalled because of problems with product quality or adverse reaction to the pharmaceutical, the supplier will be obliged to notify the purchaser, providing full details about the reason leading to the recall, and shall take steps to replace the product in question at supplier(s) own cost at the ultimate destination with a fresh

batch of acceptable Medical consumable/Devices/Diagnostics or withdraw and give a full refund if the product has been taken off the market due to safety.

K. SHELF LIFE: As per Technical specifications Annexure “ B”

L. QUALITY ASSURANCE:

1. The Additional Director-cum-Chairman, H.P. Health Procurement Cell, Health & Family Welfare, H.P reserves the right to get the supplied Rapid Antigen Testing for SARs CoV-2, 1gG based ELISA Testing for conducting Sero Survey, RT-PCR testing of SARs Cov-2- Viral Transport Medium(VTM), Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit-Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, Viral RNA Extraction Kit-Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with manual platform, Viral RNA Extraction Kit- Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with Automatic platform, RT-PCR Kits for detecting SARs-CoV-2 tested from any Institute identified by the ICMR/ ICMR certified validation centre.
2. In case the supplied kit (s) are not found as per prescribed standard, the bidder shall replace the supplied sub-standard kits at the concerned destinations within 15 days at his own cost from the date of intimation even if supplies has partly or wholly been consumed. The successful bidder shall not be entitled for any payment of sub-standard Kits. In case payment has already been released, the cost of sub-standard kits shall be recovered from any due payment including performance security.

M. DELAYS IN THE SUPPLIES PERFORMANCE OF THE AGREEMENT:

1. Delivery of the quoted items shall be made by the supplier in accordance with the time scheduled, as per clause “I” above. Any deviation in performance of its delivery obligations shall render the supplier liable to any or all of the following action:-
 - a) Forfeiture of its Earnest Money Deposit/Performance Security Deposit,
 - b) Imposition of penalty,
 - c) Debarment for participation in the tender for non supply of particular product for a period of 3 Years. If any Company fails to supply more than three quoted products then the approved supplier shall be debarred for participation in the tenders floated by the Department of Health & Family Welfare, H.P for a period of three years for all items.

- d) Termination of the agreement for default.
2. If at any time during the performance of the agreement, the supplier should encounter conditions Impending timely delivery of the goods, the supplier shall promptly notify the purchaser in writing of the facts of the delay and its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the situation and may at its discretion extend the suppliers time for performance after seeking prior approval through email from the Director, Health & Family Welfare, H.P.
 3. The Purchaser shall deduct from the contractor under the provision of Clause 11 &12 penalty/liquidated damages on the items, which the contractor has failed to deliver within the delivery period.

N. PENALTIES:

1. Subject to clause "I", if the supplier fails to deliver any or all of the goods within the time period(s) specified in the agreement, the purchaser shall without prejudice to its other remedies under the agreement, deduct from the contract price, as liquidated damages a sum equivalent to 2.5% of the delivered price of the delayed goods for each week of delay or part thereof, until actual delivery with maximum of 5 percent, if extension has been granted, otherwise supply order may stand cancelled / terminated after 15 days.
2. In the event of making ALTERNATIVE PURCHASE due to non-compliance of L1 bidder due to any reason, penalty will be imposed on the supplier apart from forfeiture of Performance Security Deposit.

O. TERMINATION FOR DEFAULT:

The purchaser may without prejudice to any other remedy for breach of agreement, by written Notice of default sent to the supplier, terminate the agreement in whole or in part:

If the supplier fails to deliver any or all of the goods within the time periods specified in the agreement or any extension thereof granted by the purchaser pursuant to clause "I".

OR

If the supplier fails to promptly replace any goods rejected submitted for testing or subject to recall ordered by the applicable Regulatory Authority in the country of manufacture due to unacceptable quality or reports of adverse drugs reaction after giving prompt notice of their call.

P. PRICE FALL CLAUSE:

The Bidder should confirm acceptance to the price fall clause given herein under:-

1. The price charged for the item supplied under the agreement by the selected supplier shall in no event exceed the lowest price at which the selected supplier sells the items or offers to sell items of identical description to any persons/organizations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be during the period till performance of all supply orders placed during the currency of the Price Agreement is completed.
2. In any subsequent date after submission of the quotation or placing of a supply order, the manufacturer reduces the sale price of such stores “In case there is a fall in the institutional price due to reduction in price of raw material, customs duty exemption etc. the manufacturer will have to reduce the price proportionately” or sells or offers to sell such stores to any other party at a price lowest than the price charged/chargeable against the supply order placed by the Indenting Officer, the manufacturer will forth-with notify such reduction in sale price to The **Additional Director-cum-Chairman ,H.P. Health Procurement Cell, Health & Family Welfare, Shimla-171009** and the concerned Indenting officers(Purchaser) of the District Stores and the price payable for the items to be supplied against the supply order after the date of such reduction in sale price coming in to force ,shall stand correspondingly reduced.
3. Contractor shall submit a certificate to the Indenting Officer at the time of claiming payment for supplies made against price agreement that items of description identical to the items supplied to purchaser under the price agreement have not been offered/sold by them to any persons / organizations up to the date of bill/ completion of supply against all supply orders placed at a price lower than the price charged to the purchaser(s) under the price agreement. It is further certified that there is no fall in the institutional price due to reduction in price of raw material, customs duty exemption etc. and in such case, the manufacturer will have to reduce the price proportionately.

Q. RAISING OF BILLS AND PAYMENT PROVISION:

1. All bill(s) / invoices of tendered items should be raised in triplicate in the name of the Purchaser placing the supply order or as per directions given in the supply order.

2. No advance payments towards costs of Medical Consumable/Devices/Diagnostics will be made to the approved Bidder.
3. Payments towards the supply of Medical Consumable/Devices/Diagnostics will be made upon confirmation of receipt of stock /items. The payment will be made either by means of Cheque or through RTGS (Real Time Gross Settlement System) / Core Banking / NEFT by the Purchaser on receipt of verified bill(s).
4. Pro-rata deduction in payment if the supply is received in damaged conditions or rejected straightway.

R. TRANSIT INSURANCE:

1. The Indenting Officer shall not be responsible for any breakage/leakage/shortage during transit etc.
2. The purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire items contracted for arrive in good condition at destination.
3. No material assistance what so ever will be provided by the purchaser.

S. TERMINATION FOR INSOLVENCY:

The purchaser may at any time terminate the agreement by giving written notice to the supplier without compensation to supplier if the supplier becomes a bankrupt or otherwise insolvent provided that such termination will not prejudice to affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

T. INDEMNITY:

The Director, Health & Family Welfare, Kasumpti, Shimla-171009 /Indenting Officers, as well as the entire State Apparatus of the Himachal Pradesh Government shall remain at all times fully indemnified and the supplier shall keep every concerned Department duly indemnified against any chemical analysis or statutory inspections/check during the shelf life of the items supplied. It is made clear that no suit, prosecutions or any legal proceedings shall lie against The Director, Health & Family Welfare, Kasumpti, Shimla-171009, or any other officer/official for anything that is done in good faith or intended to be done in pursuance of the tender.

U. ARBITRATION:

In case of any dispute, the same will be referred to Administrative Secretary of Health & Family Welfare department who shall act as an Arbitrator and whose decision shall be final and binding on all the three parties. Subject as aforesaid, the provision of the Arbitration of Conciliation Act, 1996 shall apply to all proceeding of this Act.

V. AREA OF JURISDICTION:

All disputes concerning this tender shall be subject to the civil jurisdiction of Municipal Limits of Shimla Town, Shimla (H.P.) where the office of the Director, Health Services, H.P. is located.

W. OTHER CONDITIONS:

1. All the documents to be uploaded should be signed by the bidder or his authorized signatory at the bottom of each page with the office seal/stamp duly affixed.
2. Form-B forming part of the tender document set should also be properly and exhaustively filled up and requisite documents to be uploaded.
3. Bidder shall quote firm offers. Incomplete or conditional offers incorporating price variation will not be entertained.
4. The Supply orders will be placed online and would be visible to the approved suppliers.
5. All Tender documents attached with the invitation to Tender are essential for considering any offer as a complete offer.
6. The Documents as required per Terms and conditions of the tender should be uploaded in the seriatim mentioned in the Check list. The check list should also be filled in and uploaded.
7. The Additional Director-cum-Chairman, H.P. Health Procurement Cell, Health & Family Welfare, Kasumpti, Shimla-171009 reserves the right to reject any or all the offers without assigning any reason.

FORM B

FORMAT FOR FURNISHING INFORMATION BY THE BIDDER FOR THE SUPPLY OF TENDERED ITEMS ETC.

PART-1

GENERAL

1	Name of the Bidder	
	Postal address	
	Country	
	State	
	City	
	Pin Code	
a	Telephone No. with STD Code	
b	Mobile No.	
c	E-mail Id(Primary)	
d	Alternative Email Id	
e	Fax No. with STD Code	
f	Website	
g	GST NO. & Rate of GST on quoted items in %	

h	PAN	
i	Manufacturing License No. and its validity	
k	Turnover for three consecutive previous years out of four i.e. 2017-18, 2018-19, 2019-2020, 2020-21	2017-2018 2018-2019 2019-2020 2020-2021
l	Type of Bidder (i) Manufacturer company (ii) Direct Importer	
J.	Name of the Authorized Distributor with complete postal address, Telephone No., Email-ID,	

LETTER OF UNDERTAKING

(To be submitted on Company Letter Head)

The Additional Director-cum-Chairman,
H.P. Health Procurement Cell,
Health & Family Welfare,,
Block No.6, SDA Commercial Complex,
Kasumpti, Shimla-171009, HP.

Sub: Letter of Undertaking and Acceptance of Terms & Conditions of Tender.

Madam/Sir,

- (1) I/We hereby offer to supply the items detailed in the Tender Document, or such portion thereof as you may specify in the order, at the price given in the Price Bid (BOQ).
- (2) I/We have read and understood the tender Document and instruction to Bidders mentioned therein which form part of the agreement. I/we shall abide by the terms & conditions/clauses contained therein and examine the specifications quoted in the tender Document here to and am/are fully aware of the nature of the items required and my/our offer is to supply items strictly in accordance with the requirement.
- (3) I/We further convey our unconditional acceptance to all your standard terms and conditions specified in the tender Document(s)/Corrigendum(s) and the instructions to Bidders.
- (4) In case any provisions of this tender document are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject our bid including forfeiture of earnest money deposit absolutely.
- (5) All the tender documents are duly filled in and signed by me/us with stamp/seal.
- (6) I/We have authorized M/s..... (Complete name and postal address as our authorized distributor for execution of supplies and raising of bills. The aforesaid firm will abide by the terms and conditions of the tender.

Yours faithfully,

(_____)

Name & Designation Signature
with stamp
Aadhar No.

Date

Place

Signature of Witness.

Name and Address Date

Place

Authorized signatory should submit letter of authority on the letter head pad of the firm duly signed by a Proprietor/ partners/companies through memorandum of association/board of Directors resolution/meeting. (Strike out point no. 6, if not, applicable)

Annexure-“A”

Sr.No.	List of Testing Laboratories
1.	Indira Gandhi Medical College ,Shimla-171001. Phone No.0177-2804251.
2.	Dr.Rajinder Parshad Government Medical College Tanda Distt.Kangra. Phone No.01892.267115.
3.	Dr.Y.S.Parmar Government Medical College Nahan Distt. Sirmour. Phone No.01702-222209
4.	Dr.Pt.Jawhar lal Nehru Government Medical College Chamba. Distt.Chamba. Phone No.01899.223959.
5.	Dr.Radha Krishna Government Medical College, Hamirpur Distt.Hamirpur. Phone No.01972-222999.
6.	Sh.lal Bahadur Shastri Government Medical College Nerchowk Distt.Mandi. Phone No.01905 -243945.
7.	C.R.I.Kasauli Distt.Solan. Phone No.01792-272059.
8.	CSIR, IHBT, Palampur Phone No.01894.230521.
9.	CMO Lab Una, Phone No. 1975-226064
10.	Regional Forensic Science Laboratory, Mandi, Phone No. 1905-235331

SPECIFICATIONS OF REQUIRED TESTING KITS

1. Rapid Antigen Testing for SARs COV-2

- a) The testing kit should be validated and approved by ICMR or any validation centre that has been approved / certified by ICMR.
- b) The company / authorized supplier should be approved by ICMR and also by Drug Controller General of India (DCGI).
- c) US-FDA approved kits should have the approval of DCGI.
- d) The expiry date should be clearly mentioned and should have minimum of 12 months shelf life at the time of delivery to the consignee.
- e) The Rapid Antigen Testing Kit for SARS CoV-2 shall have all the contents which include: -
 - i. Testing device packed individually in a pouch with a desiccant.
 - ii. Extraction buffer tube
 - iii. Nozzle Cap
 - iv. Sterile nasopharyngeal swab
 - v. Manufacturer's instructions for use
- f) Pack Size: 1x25 Tests

2. IgG based ELISA testing for conducting sero-survey : -

- a) The ICMR has come out with guidance on 23-06-2020 regarding conducting Sero-Surveys. In this regard it is strictly advised that IgG based ELISA and CLIA assays have to be used. In this regard, the committee is of the opinion and as per the directions of the ICMR(ICMR guidelines dated 23.6.2020 as amended from time to time), IgG based ELISA will be used for the Sero-Surveys. Since the ELISA system is already in place in most of the health care facilities in HP, so the committee recommends the use of IgG based ELISA, instead of the Rapid Anti-body Testing, as is also advised by ICMR.
- b) The Sero Survey only subject to prevailing Govt. guidelines.
- c) Industrial workers or labour force, farmers, vendors visiting large markets, staff in municipal bodies, drivers, banks, post, couriers, telecom offices, shops, Air travel related staff, congregate settings, prisons etc.
- d) The testing kit should be validated and approved by ICMR or any validation centre that has been approved / certified by ICMR.
- e) The company / authorized supplier should be approved by ICMR and also by Drug Controller General of India (DCGI).

- f) US-FDA approved kits should have the approval of DCGI.
- g) Pack Size: 1x100 RXN

3. RT-PCR testing of SARs-CoV-2. The following is required

- I. Viral Transport Medium (VTM)
- II. Viral RNA Extraction Kit
- III. RT-PCR Kit

A. General recommendations for RT-PCR testing for SARs CoV-2

- a) All the components of the RT-PCR testing for SARs CoV-2 should be validated and approved by ICMR or its any approved validation centres.
- b) Other RT-PCR tests for SARs CoV-2 approved by European CE-IVD or US-FDA should have DCGI approval for use in India.
- c) All the Vendors should be approved / certified by ICMR.
- d) The expiry date should be clearly mentioned and should have minimum of 12 months shelf life at the time of delivery to the consignee.
- e) Storage and transportation of the kits by the authorized supplier to the consignee shall be under proper cold chain and transported in dry ice.
- f) Kits must be compatible with RotorGene Q and Biorad CFX Real Time PCR, Step one real time PCR Machines.
- g) Kits must be in Multiplex, single tube reaction based which identify the target genes in single reactions
- h) Kits must be provided with appropriate internal control genes.

I. Viral Transport Medium (VTM)

- a) Two separately packed sterile synthetic fibre swabs (nylon, polyester, rayon, or dacron with plastic shaft or wire flexible shaft) should be provided
- b) Two swabs (Nasopharyngeal and oropharyngeal one each) should be provided.
- c) Vials should be Screw-capped, leak proof, size 10-15ml, containing at least 2-3 ml viral transport medium.
- d) Vial should be provided with labeling sticker, zip lock bag and bio-hazard sign label.
- e) The medium should contain protective antibiotics, antifungal agents to prevent microbial contamination and buffer to stabilize the PH.
- f) The PH should be 7.3 ± 0.3 and should have PH indicator.
- g) The medium should contain a cryo protectant to preserve the virus.
- h) VTM Kit should be ICMR approved.

- i) Pack Size: 1x100 RXN

II. Viral RNA Extraction Kit.

Separate bids for Silica Membrane Column Technology(compatible with manual platform), Silica Membrane Column Technology(automatic platform), Magnetic Bead Based Technology (with manual platform) and Magnetic Bead Based Technology(with Automatic Platform). The kit(s) to be supplied alongwith Plastic Materials (Consumables)

1. The Kit should work with : -

- a) Silica membrane column technology allowing extraction of viral RNA from Human Samples.
- b) Magnetic bead based technology allowing extraction of viral RNA from Human Samples.
- c) **Viral RNA Kits (For Automated Extraction System)**
 - (i) The automated RNA extraction kits should be compatible with Thermofisher (Kingfisher Flex) and MGI(MGISP-100B) machines.
 - (ii) Kits should contain appropriate Binding Buffers, Magnetic Beads, Proteinase-K and enhancer solutions.
 - (iii) Supplier will arrange the demonstration of their kits on both the available extraction machines, machines should be duly calibrated and will make template on the machines.
 - (iv) Kits should be based on beads based technology.

Plastic Materials (consumables) for Automated RNA Extraction System:-

- (i) The plastic ware should be compatible with Thermofisher (Kingfisher Flex) and MGI(MGISP-100B) machines.
 - (ii) The supplier will arrange the demonstration of all plastic ware used in above said machines.
 - (iii) The material should be DNase, RNase and Pyrogen free without any containment.
- d) Human samples (Plasma, CSF, Urine, Other Cell –free body fluids and cell culture supernatants).
2. Separate L1 has to be taken out for three viral RNA extraction technologies mentioned above.

The extraction kit should be compatible with manual/ or automated platform. It may require three separate rates to be quoted for Silica Membrane or Magnetic Bead or Automated System.

3. Volume to be processed is 25 micro litres to 300 micro litres and elution volume from 30 to 100 micro litres.
4. The kit should use spiking with carrier RNA to enhance quantity of eluted viral RNA.
5. Recovery of the Viral RNA should be more than or equal to 85%.
6. The process of extraction may involve either centrifugation steps or magnetic stand based Magnetic Bead separation.
7. Time per batch: At least 24 extractions in less than 60 minutes.
8. The extraction kit should be compatible with manual and / or automated platform. It may require two separate bids for manual or automated.
9. Magnetic stands- the magnetic stand with capacity of minimum 16 tubes.
10. Thermal shaker 24 sample holder of 1.5 ml with 1000-1500 rpm and temperature up- to 100⁰C.
11. Pack Size: 1x100 RXN

Consumables List and Specifications (for Viral RNA Kits)

- 1. Ethanol-MB Grade**
 - a) Pack size should be minimum 500 ml
 - b) It should be of molecular biology (MB) grade used in RNA extraction and buffer dilutions.
- 2. Micro centrifuge tubes 0.5 mL, 1.5 mL and 2.0 ml Capacity.**
 - a) Tubes must be DNase, RNase and pyrogen free.
 - b) Tubes must be UV sterilized.
 - c) Tubes cap must be flat and must have click lock.
 - d) Tubes must be in packing of 500 tubes/pack at least.
- 3. Screw Caps tubes with 15 mL capacity**
 - a) Tubes must be DNases and RNases free.
 - b) Tubes must be UV sterilized.
 - c) Tubes must be in packing and sealed pack at least.
 - d) Tubes must have measuring label upto 15 mL on outer side.
- 4. Screw Cap centrifuge tubes 50 mL capacity**
 - a) Tubes must be DNases and RNases free.
 - b) Tubes must be self standing.
 - c) Tubes must have measuring label upto 50 mL on outer side.
 - d) Tubes must be UV sterilized.
- 5. Cryoboxes for sample storage**
 - a) The boxes must be able to withstand the temperature from -20 to -80°C and dry ice temperature.
 - b) The boxes must be able to accommodate minimum 48 samples with capacity of 2.5 to 5 mL .
 - c) Boxes should be of cardboard or plastic material.
- 6. 0.2 mL Real Time PCR Tubes**

- a) Tubes must be compatible with Applied **Biosystem ABI (Step One Plus) and Biorad CFX96 real time PCR machines**
 - b) Tubes must be in the eight well strips format attracted.
 - c) The caps must be also in eight well strips attached together.
 - d) Tubes must be sterile and free from any type of contaminants.
- 7. 0.1 mL and 0.2 mL Real time PCR tubes.**
- a) Tubes must in four tubes fuse together in strip format and same in the case of caps.
 - b) Must be **compatible with Rotor Gene-Q RTPCR** machine.
 - c) Caps must have sufficient space for holding vertically.
- 8. Cryovials (1.5 mL) (1.8 mL)**
- a) The tubes must be able to withstand the temperature from -20 to -80°C and dry ice temperature.
 - b) Tubes/Vials must have screw cap and fat on upper side.
 - c) Tubes must be self standing
 - d) Tubes must have labelling on outer side.
 - e) Tubes must be contaminants free.
- 9. Autoclave bags.**
- a) Bags should be autoclave able
 - b) Bags should have biohazard sign on outer surface.
- 10. Multi-Channel Pipettes**
- a) The range should be of **2-20 uL, 5-50 uL, 30-300 uL and 200-1000 uL.**
 - b) Must be able to fit in wide variety of pipette tips.
 - c) Must have long warranty
 - d) Must be provided with grease and keys for maintenance.
- 11. 1000 uL Racked filter tips**
- a) The tips should be in 96 pieces format along with rack.
 - b) The tips should be free of DNase, RNase and Pyrogens
 - c) The tips should be CE and IVD approved.
 - d) The rack along with tips should be wrapped individually with sterile film.
 - e) The tips should be compatible with thermo fisher and eppendorf multichannel pipettes.
- 12. 200 uL Racked filter tips**
- a) The tips should be in 96 pieces format along with rack.
 - b) The tips should be free of DNase, RNase and Pyrogens
 - c) The tips should be CE and IVD approved.
 - d) The rack along with tips should be wrapped individually with sterile film.
 - e) The tips should be compatible with thermo fisher and eppendorf multichannel pipettes.
- 13. 50 uL Racked filter tips**
- a) The tips should be in 96 pieces format along with rack.

- b) The tips should be free of DNase, RNase and Pyrogens
- c) The tips should be CE and IVD approved.
- d) The rack along with tips should be wrapped individually with sterile film.
- e) The tips should be compatible with thermo fisher and eppendorf multichannel pipettes.

14. 20 uL Racked filter tips

- a) The tips should be in 96 pieces format along with rack.
- b) The tips should be free of DNase, RNase and Pyrogens
- c) The tips should be CE and IVD approved.
- d) The rack along with tips should be wrapped individually with sterile film.
- e) The tips should be compatible with thermo fisher and eppendorf multichannel pipettes.

15. 10 uL Racked filter tips

- a) The tips should be in 96 pieces format along with rack.
- b) The tips should be free of DNase, RNase and Pyrogens
- c) The tips should be CE and IVD approved.
- d) The rack along with tips should be wrapped individually with sterile film.
- e) The tips should be compatible with thermo fisher and eppendorf multichannel pipettes.

16. Reservoir tray for multi channel pipettes

- (a) Should be able to hold the volume of 50 mL to 75 mL.
- (b) Should be autoclavable

III. RT-PCR

- a) The specifications shall be as per ICMR validation and approval.
- b) RT-PCR Kits for detecting SARs-CoV-2 should use florescent probe based TaqMan chemistry with multiplex reactions in a single tube. Probe should have reporter dyes in the range of spectral separation.
- c) Multi-plex detection should have 2 genes: *E* gene / ORF / *Rd Rp* / N / S Gene of SARs CoV-2 along-with human housekeeping gene as an internal control or exogenous gene to assess sample quantity, RNA extraction and RT-PCR –reaction.
- d) The kit should be open ended and compatible to common RT-PCR machines available in the State of HP. Presently available machines in the Six State Medical Colleges, CSIR IHBT Palampur and CRI Kasuali, **CMO Lab Una, RFSL Mandi** in the State of HP are as follows: -
 - i. Institute of Himalyan Bio-resource Technology (Council of Scientific & Industrial Research) Palampur CSIR IHBT –

Applied Bio-system Step –one plus & Bio-Rad CFX 96 Touch Real Time PCR

- ii. IGMC, Shimla-Applied Bio-system Step one & Rotor Gene Q
 - iii. CRI Kasuali- Applied Bio-systems 7500, Applied Bio-systems step one and Bio Rad CFX 96 machines
 - iv. Pt. Jawahar Lal Nehru GMC Chamba- Rotor Gene Q-5 plex (2 machines)
 - v. SLBSGMC Mandi-Step One Plus (Applied Bio-systems) and Bio Rad CFX 96 Touch Real Tme PCR
 - vi. Dr. YSPGMC Nahan- Bio-Rad CFX96 Touch Real Time
 - vii. Dr. RKGMC Hamripur-Bio-Rad CFX96 Touch Real Time
 - viii. DR. RPGMC Tanda-Applied Bio-system Step One Plus and Rotor Gene Q.
 - ix. CMO Lab Una
 - x. RFSL Mandi
- e) In case calibration is required the vendor shall arrange for calibrations on his own expenses for the concerned machines.
- f) The assay should be robust and compatible with wide range of RNA extraction using different kits.
- g) Pack size- 1x100 Rxn**

Annual Turnover Certificate

This is to certify that the Annual turnover of M/S _____
for Medical Consumables/Surgical items for 3 consecutive previous years out of 4 i.e. 2017-18,
2018-19, 2019-20 and 2020-21 as per books of accounts of the aforesaid company is as under:

Sno.	Description	2017-18 (INR)	2018-19 (INR)	2019-20 (INR)	2020-21 (INR)	Average Turnover for 2017-18, 2018- 19, 2019-20 and 2020-21
1.	Annual Turnover					
	Total					

Place:

Date:

Signature with Seal/Stamp
of the Chartered Accountant

Name of CA:

Name of the CA Co. /Firm

Membership No. (MANDATORY)

UDIN (Mandatory)

Note: The Bidders are advised not to submit Balance sheet, Profit & loss account etc.

Signature
authorised signatory of the bidder

Experience

Name and address of Bidder: _____

Sno.	Particulars of Supply Orders (during 1 year)				
	Supply Order No.	Supply order Date	Name and address of Govt. Health Departments/Govt. Health Institutions (Purchaser)	Name of items Supplied to the Purchaser	Date of Supplies
1.					
2.					

Signature of the bidder

AFFIDAVIT

I, _____ S/o Sh. _____ R/o

_____ in the
capacity of Bidder M / s _____ do hereby solemnly
affirm and declare as under:-

1. That M/s _____ are the holders of valid manufacturing license(s) for Medical consumables/Device / Diagnostic items.
2. That M/s _____ have not been convicted, Black listed, prosecuted for producing/ Supplying any sub- standard or misbranded or spurious tendered items by the Central Govt./ State Governments or any Government undertaking / Institutions under their control during the last three years.
3. That the quoted products have neither been declared sub-standard quality nor have the product license been suspended / cancelled during last three years.
4. That the Rates quoted and to be charged are the lowest and does not exceed the control price as per the Drug Price Control Order (DPCO) and instructions issued by National Pharmaceutical Pricing Authority (NPPA). The rates quoted are also in no way higher than those quoted/charged by us from any other Central Govt., State Governments and their Medical Institutions/Semi Government Institutions in the country during the corresponding period where ever applicable.
5. That in the event of any decrease in the quoted rates, we undertake to reduce rates correspondingly from the date the rates have been reduced.
6. That I/We affirm that the Director, Health & Family Welfare, H.P/Indenting Officer(s) is/are at liberty to take action against me/ the company represented by me, if any, information submitted by me as required per tender document proves to be wrong at any point of time.

DEPONENT

Verification:

I the above named deponent verify, do hereby that the contents of the above affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing has been concealed there from.

Verified aton thisday of.....

DEPONENT

AGREEMENT

THIS AGREEMENT made the.....Day of.....,2022 between the Government of Himachal Pradesh through the Additional Director-cum-Chairman, Health Procurement Cell, Health & Family Welfare, Block No.6, SDA Commercial Complex, Kasumpti, Shimla-171009 (Name of Purchaser)of.....(Country of Purchaser)

(Herein after "the Purchaser")on the one part and.....(Name of Supplier) of.....(City

and Country of Supplier) (Hereinafter called "the Supplier") on the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz. Supply of Drugs/Medicines Consumables/Kits in the tender reference no. ----- (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services approved by the purchaser.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of agreement referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The Letter of Approval of quoted products issued by the Additional Director-cum-Chairman ,Health Procurement Cell, Health & Family Welfare, H.P. Shimla-171009
 - b. The Notice Inviting tender.
 - c. The supplier's bid including enclosures, annexure, etc.
 - d. Terms and Conditions of the tender.
 - e. The Schedule of Requirement
 - f. The Technical Specification.
 - g. Any other document listed in the supplier's bid and replies to queries, clarifications issued by the Additional Director-cum-Chairman ,Health Procurement Cell, Health & Family Welfare, H.P. Shimla-171009 such confirmations given by the bidder which are acceptable to the Additional Director-cum-Chairman ,Health Procurement Cell, Health & Family Welfare, H.P. Shimla-171009 and the entire Addendum issued as forming part of the agreement.
3. In consideration of the payments to be made by the Additional Director-cum-Chairman, H.P. Health Procurement Cell, Health & Family Welfare, H.P. Shimla-171009/concerned Indenting Officer's of the Health & Family Welfare Department of H.P to the Supplier as herein after mentioned, the Supplier hereby covenants with the Purchaser to provide, the goods and services and to remedy defects therein inconformity in all respects with the provisions of the agreement.

The Additional Director-cum-Chairman ,Health Procurement Cell, Health & Family Welfare, H.P. Shimla-171009/Indenting Officer's of the Health & Family Welfare, H.P. 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 agreement at the times and in the manner prescribed by the agreement.

DELIVERY SCHEDULE:

Supply shall commence within 7 days and shall complete within 15 days from the date of issue of purchase order.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said (For the Purchaser)

in the presence of Signature

Name Address

Signed, Sealed and Delivered by the Said Bidder,

in the presence ofSignature

1. Name Address

(For and on behalf of Bidder)

CHECKLIST

Directorate of Health & Family Welfare, Block No. 6, Commercial Complex Kasumpti, Shimla-171009.

Check list for scrutiny of tender document. Tender to be opened on 16.04.2022

Name of the Bidder:-.....

Sr. No.	Particulars	Yes/No/NA	Pkt. No.	Page No.	Remarks
1.	Whether proof of deposit of Cost of Tender document uploaded?				
2	Whether proof of deposit of Earnest Money Deposit uploaded?				
3	Whether list of quoted product(s) uploaded?				
4.	Whether the bidder has uploaded duly filled in FORM- B?				
5.	Whether Tenderer is a Manufacturer or Direct importer?				
6.	Whether the bidder has uploaded Power of Attorney, Resolution of Board of Directors etc. authorizing an officer to transact business with Tender Inviting Authority and sign the tender documents?				
7.	Whether the bidder has uploaded letter of undertaking regarding acceptance of terms and conditions of the tender?				
8.	Whether ICMR approval and validation for the quoted Kit in favour of the Parent Manufacturer/Direct Importer uploaded?				
9.	Whether bidder has uploaded approval of Drug Controller General of India for marketing Imported quoted Kit(s) in India?				
10	Whether the bidder has uploaded Annual Turnover Certificate for the 3 consecutive previous years out of 4 i.e. 2017-18, 2018-19, 2019-2020 and 2020-21				

11	Whether an Affidavit as per <i>Annexure P4</i> uploaded?				
12	Whether GST registration certificate uploaded?				
13	Whether PAN Uploaded?				
14	Whether ITR for last 3 consecutive Assessment Years out of 4 i.e. 2018-19, 2019-20, 2020-21 and 2021-22				
15	Whether valid Manufacturing license (s) against which products have been quoted uploaded?				
16	Whether the bidder has uploaded Valid Import license or IEC certificate in respect of quoted imported products?				
17	Whether the bidder has uploaded 2 supply orders in favour of the bidder from Govt. Health Departments/Govt. Health Institutions to verify the experience of 1 year, as per <i>Annexure "P2"</i> uploaded.				
18	Copy of tender document duly signed on each page				

Signature of bidder

Specimen BoQ / Financial Bid

Sl. No.	Item/Kit Description	Item Code / Make	Rate to be quoted	RATE without GST (Rs. in Figures)	TOTAL AMOUNT (Rs. In Words)
1	Rapid Antigen Testing for SARs COV-2	item1	Per Item	To be filled online	To be filled online
2	IgG based ELISA testing for conducting sero-survey	item2	Per Item	To be filled online	To be filled online
3	RT-PCR testing of SARs-CoV-2 Viral Transport Medium (VTM)	item3	Per Item	To be filled online	To be filled online
4	Viral RNA Extraction Kit -Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with manual platform , alongwith Plastic Materials (Consumables).	item4	Per Kit	To be filled online	To be filled online
5	Viral RNA Extraction Kit -Silica membrane column technology allowing extraction of viral RNA from Human samples compatible with automatic platform , alongwith Plastic Materials (Consumables).	item5	Per Kit	To be filled online	To be filled online
6	Viral RNA Extraction Kit -Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with manual platform , alongwith Plastic Materials (Consumables).	item6	Per Kit	To be filled online	To be filled online
7	Viral RNA Extraction Kit -Magnetic bead based technology allowing extraction of viral RNA from Human samples compatible with automatic platform , alongwith Plastic Materials (Consumables).	item7	Per Kit	To be filled online	To be filled online
8	RT-PCR Kits for detecting SARs-CoV-2.	item8	Per Kit	To be filled online	To be filled online

BANK GUARANTEE SPECIMEN

To,

The Director Health Services,
Himachal Pradesh
Kasumpti, Shimla-09

Whereas _____(Name and Address of the Service Provider) (hereinafter called “Supplier”) has undertaken, in pursuance of this agreement dated _____(hereinafter “the agreement”) for supplies of different items (RAT & RTPCR KITS) in Himachal Pradesh.

Whereas it has been stipulated by you in the said agreement that service provider shall furnish you with a Bank Guarantee by Scheduled Commercial Bank for the sum specified therein as security for compliance with its obligations in accordance with this agreement. Now, therefore we hereby affirm that we as guarantors are responsible to you, on the behalf of the service provider, a total of _____(Amount of the guarantee in words and figures) we undertake to pay you, upon your first written demand declaring the service provider to be in default under this agreement and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your need to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand.

We further agree that no change or addition to or other modifications or the terms of this agreement to be performed there under or of any of the agreement documents which may be made between you and the service provider and shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 26 Months from the date of signing of the agreement i.e. up to _____(indicate date)

Signature with date of the authorized officer of the Bank

(Name and Designation of the Officer along with Seal, Name & Address of the Bank)