



**MEGHALAYAN  
MEDICAL DRUGS &  
SERVICES LIMITED**



Department of Health & Family Welfare,  
DHS Complex, New Colony, Laitumkhrah,  
Shillong - 793003,  
East Khasi Hills,  
Meghalaya.

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No. MMDSL/MISC/2023/(44)

Dated: 15/02/2024

**TENDER DOCUMENT  
FOR  
ENGAGING AGENCY/DIAGNOSTIC LABORATORY  
FOR  
PROVIDING END TO END SERVICES  
FOR  
TB INTERFERON GAMMA RELEASE ASSAY (IGRA)  
TESTING  
UNDER  
NATIONAL TUBERCULOSIS ELIMINATION PROGRAMME  
(NTEP)  
MEGHALAYA.**

**Tender Document Fee: Rs. 2500/- (in the form of Demand  
Draft)**

**Shri Ramkumar S  
Managing Director**

Approved By Shri Ramkumar S (Managing Director) on 15/02/2024 03:39 PM  
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## ABBREVIATIONS

ACF	Active Case Finding
AERB	Atomic Energy Regulatory Board
AY	Assessment Year
CB-NAAT	Cartridge Based Nucleic Acid Amplification Test
C-DST	Culture based Phenotypic Drug Susceptibility Testing
CNR	Case Notification Rate
DBT	Direct Benefit Transfer
DHS	Directorate of Health Services
DOTS	Directly Observed Treatment Short-course
DR-TB	Drug Resistant - Tuberculosis
DTC	District Tuberculosis Centre
EMD	Earnest Money Deposit
EPF	Employee Provident Fund
ESI	Employee State Insurance
FDC	Fixed Dose Combinations
F-ICTC	Facility Integrated Counselling and Testing Centre
FY	Financial Year
GST	Goods and Services Tax
HIV	Human Immunodeficiency Viruses
ITR	Income Tax Returns
LBTI	Latent TB Infection
LoI	Letter of Intent
MDR – TB	Multi - Drug Resistant TB
NACO	National Aids Control Organization
NHM	National Health Mission
NIC	National Informatics Centre
NIT	Notice Inviting Tender
NPY	Nikshay Poshan Yojana

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## SECTION-I

### NOTICE INVITING TENDER

- National Tuberculosis Elimination Programme (NTEP), a National Health Programme for Elimination of Tuberculosis has been implemented in the state of Meghalaya under the umbrella of National Health Mission (NHM),

The Meghalayan Medical Drugs & Services Limited (MMDSL) intends to select agency(s) via tender for engaging Agency/Diagnostic Laboratory for **providing end to end services for TB Interferon Gamma Release Assay (IGRA) testing** under National Tuberculosis Elimination Programme (NTEP) program in all the Districts of Meghalaya. The proposed project aims to promote prevention of Latent TB Infection amongst the contacts of TB patients by increasing access to IGRA testing services as well as Preventive therapy. The project will undertake counselling of contacts of TB patients to generate awareness on Latent TB and support them in accessing the required services as early as possible and following them up till end of treatment. This intervention aligns with India's move towards Elimination of TB by 2025.

Sealed Bid under two bid system, technical bid and financial bid, affixed with Rs. 25/- Court Fee Stamp is invited by the Mission Director, National Health Mission, Meghalaya) from reputed, well established and financially sound Agencies for engagement in providing end to end services for TB Interferon Gamma Release Assay (IGRA) testing under National Tuberculosis Elimination Programme (NTEP) program in all the Districts of Meghalaya. Interested firm may collect the tender document from the office of the undersign or download it from the state MMDSL Portal; <https://mmdsl.in/>

The bidder should submit a tender processing fee of **Rs. 2,500/- (Rupees Two Thousand Five Hundred only)** by **Non-refundable Bank Draft in favour of the Managing Director, Meghalayan Medical Drugs & Services Limited, payable at Shillong** while submitting Tender. They must write their firm's name and address at the back of the bank draft. Any tender which does not accompany by tender processing fee will be rejected.

Tenders should be accompanied by **Earnest Money Deposit (E.M.D.) for an amount of Rs. 2, 00, 000/- (Rupees Two Lakhs Only)** to be submitted in the form of Banker's Cheque/ Demand Draft/ Bank Guarantee of a Scheduled bank in favour of "Managing Director, Meghalayan Medical Drugs & Services Limited" payable at Shillong. In the absence of the EMD, technical proposal of the bidder shall be rejected.

The bids duly filled in all respect as per prescribed per-forma enclosing all necessary documents shall be submitted in a single big size envelope containing two envelopes one for "**Technical Bid**" other for "**Financial Bid, in original**". The two envelopes prepared should be sealed and placed in an outer envelope marked, Super scribed as Tender Document for "**providing end to end services for TB Interferon Gamma Release Assay (IGRA) testing.**" addressed to the "**Managing Director, Meghalayan Medical Drugs & Services Limited, Shillong, Meghalaya**".

The sealed Tender Document should be handed over personally at the office of the **Managing Director, Meghalayan Medical Drugs & Services Limited, Health Complex, Laitumkhrach, Shillong - 793003**, on or before **06<sup>th</sup>/Mar/2024 till 11.30 AM** or can be sent by a Registered Post / Speed Post/ Courier Service, to the mentioned address.
- No tender will be accepted after the closing date and time in any circumstances. The postal delay shall not be the responsibility of the department
- In the event where above-mentioned date is being declared as a holiday/ closed day for the National Health Mission, Meghalaya, the bid documents will be received on the next working day at the scheduled time.
- National Health Mission, Meghalaya reserves the right to accept or reject any or all bids or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.



- Interested bidders may obtain further information about this Notice Inviting Tender (NIT) from the office of the State Tuberculosis Officer, Meghalaya
- For further enquiry and information, please contact to the following officers during office hours 10:00 AM to 5:00 PM (on all working days) –

State Manager, MMDSL at [bryanrahaeldon@gmail.com](mailto:bryanrahaeldon@gmail.com) /7005662189

#### 14. SCHEDULE OF EVENTS

<b>Purpose of Tender</b>	Hiring of Service Through Partnership for <b>“providing end to end services for TB Interferon Gamma Release Assay (IGRA) testing.”</b>
<b>Tender Processing Fee</b>	Rs. 2500 (Rupees Two Thousand Five Hundred Only)
<b>Earnest Money Deposit</b>	Rs. 2, 00, 000 (Rupees Two Lakhs Only)
<b>Date for downloading/obtaining the Tender Documents</b>	16 <sup>th</sup> /Feb/2024 2024
<b>Last date and time for submission of Tender Document</b>	07 <sup>th</sup> /Mar/2024 2024 till 11.30 AM
<b>Address for Submission of the Tenders documents</b>	Office of the Managing Director, Meghalayan Medical Drugs & Services Limited, Health Complex Laitumkhrah
<b>Date &amp; Time of Opening of Bid</b>	07 <sup>th</sup> /Mar/2024 2024 till 1.00 PM
<b>Contact for queries</b>	State Manager, Contact: 7005662189 Meghalayan Medical Drugs & Services Limited, Health Complex Laitumkhrah, Shillong – 793003

Copy of Tender documents may please be obtained from the Office of Meghalayan Medical Drugs & Services Limited, Health Complex Laitumkhrah or download from our website <https://mmdsl.in/> Meghalayan Medical Drugs & Services Limited, 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.

In the event of any of mentioned dates above being declared as holidays/closed day for the Meghalayan Medical Drugs & Services Limited, the Tender will be sold/received/ opened on the next working day at the appointed time



## Disclaimer

The information contained in this Tender document or subsequently provided to Applicant(s), by Meghalayan Medical Drugs & Services Limited (MMDSL), is provided to Applicant(s) on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided. This Tender is based on material and information available in public domain.

This Tender Document is not an agreement and is not an offer or invitation by the MMDSL to the prospective bidder(s). The purpose of this Tender Document is to provide interested parties with information to assist the formulation of their application and detailed Proposal. This Tender Document does not purport to contain all the information each Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the MMDSL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and obtain independent advice from appropriate sources. This Tender document has been prepared in a good faith and neither MMDSL or its employees or advisors make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document even if any loss or damage is caused by any act or omission on their part. MMDSL, Meghalaya may on its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document.

-Sd-

**Managing Director,**  
Meghalayan Medical Drugs &  
Services Limited, Meghalaya.

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## SECTION –II

### INSTRUCTIONS FOR BIDDERS

1. The bidder should prepare and submit its offer as per instructions given in this section.
2. Instructions/ Guidelines for tenders for submission of bids have been mentioned below for assisting the prospective bidders to participate in tendering.
- 2.1 The technical and financial bid of the bidder/agency shall be submitted before the last date & time of submission. Tenders submitted after the stipulated date & time shall not be considered and will summarily be rejected.

#### Amendments to Tender Documents

At any time prior to the deadline for submission of tenders, the MMDSL, Meghalaya may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable corrigendum and addendum(s) to it.

Such an amendment will be notified on the website <https://mmdsl.in/> and the same shall be binding to all prospective Bidders.

Any bidder who has downloaded the tender document should check the amendment, if any, issued on the above website and the MMDSL, Meghalaya will not issue separate communication to them. The MMDSL, Meghalaya shall not be responsible in any manner if prospective Bidders did not check any notifications placed on the above-mentioned website.

The documents that are to be submitted are as stated in **Section III (Eligibility Criteria)**.



## SECTION –III

### ELIGIBILITY CRITERIA

1. This invitation is open to all organizations registered under Companies Act 1956/2013, Indian Societies Registration Act 1860, Indian Trust Act 1882 who fulfill the eligibility & qualification criteria specified hereunder. (The bidder can't be an individual or group of individuals & Consortium)
2. The Eligibility Criteria and documents to be submitted is as follow:

Sr. No.	Eligibility	Documents Required
1	The bidder should be an established entity and registered under Companies Act of 1956/2013, the Indian Societies Registration Act of 1860 or the Indian Trust Act of 1882	<b>Company</b> <ul style="list-style-type: none"><li>➤ Self-attested copy of certificate of registration under companies Act 1956/2013.</li></ul> <b>Societies</b> <ul style="list-style-type: none"><li>➤ Self-attested copy of the certificate of registration under Society Act 1860.</li></ul> <b>Trust</b> <ul style="list-style-type: none"><li>➤ Self-attested copy of the registration certificate under Indian Trust Act 1882</li></ul>
2	Must Possess Valid License /GST certificate/ Service Tax Registration Permanent Account Number Cancelled Cheque	In case of Non-Tribal Firms: <ul style="list-style-type: none"><li>➤ Attested Copy of valid Trading License issued by KHADC/JHADC/GHADC.</li></ul> In case of Tribal Firms: <ul style="list-style-type: none"><li>➤ Attested Copy of Scheduled Tribe/Scheduled Caste Certificate</li><li>➤ Attested copy of the Permanent Account Number (PAN) Card of the Firm or the person in whose name the Proprietorship, Partnership, Firm, etc. is registered.</li><li>➤ GST Registration Certificate</li><li>➤ ESI &amp; EPF registration certificate, if applicable</li><li>➤ Attested copy of up to date GST filing Certificate</li><li>➤ Cancelled Cheque of the Firm clearly indicating Bank Name, Account Number, Branch, IFSC Code.</li></ul>
3	Experience	Prior experience in implementing programs in public/private health with Government or donor agencies or independently, in any three years in the last five Financial Years, as per Annexure 8

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4	Manpower	Availability of personnel with diverse skill set familiar with performance-based approaches.
5	Annual Turnover	The average annual financial turnover of the bidder during the last three financial years should be at least Rs. 10 lakh (Rupees Ten lakh) ➤ Turnover statement of last three financial certified and attested by CA including Statement of Profit and Loss and Balance sheet
6	The bidder must not be (i) Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any State Government or Govt. of India or public sector undertaking in India for participation in future bids due to unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission of bidding document. (ii) The bidder shall declare all ongoing litigations, it is involved in with any Government Agency/State/central department/PSU.	Affidavit attested by Notary Republic or sworn before Executive Magistrate as per “Annexure - 7”.
7	Declaration	Declaration of all ongoing litigations involved in any Government Agency/State/ Central Department/PSU as per Annexure 7
8	NABL Accreditation	The bidder must submit the NABL accreditation certificates for the lab where the samples will be processed.
9	Proposal Covering Letter	The bidder must submit the Proposal Covering Letter as per Annexure 1
10	Authorization letter	The bidder must submit the Authorization Letter for signing of proposal as per Annexure 2
11	Particulars of Bidders	The bidder must submit particulars of the bidder as per Annexure 3
12	Earnest Money Deposit	The bidder must submit the EMD amount Rs. 2,00,000/- (Rupees Two Lakhs) only as defined at <b>Section I para 6</b>

3. To proceed to the next stage of bidding, all bidders' technical proposals must comply the aforesaid qualifying criteria and fundamental conditions (i.e., timely submission, EMD/bid security, application sealing, etc.).



## SECTION—IV

### SCOPE OF THE WORK

1. With an aim of preventing the breaking down of TB infection (Latent TB infection) into active TB disease amongst those infected people, especially, contacts of TB patients, the state has planned to increase access to IGRA testing services and promoting TB Preventive therapy. The agency/bidder shall be working as an interface agency between the National Health Mission, Meghalaya (State TB Cell and District Tuberculosis Centres (DTC)) and the private health care ecosystem in the state. The project will undertake counselling of contacts of TB patients to generate awareness about TBI and support them in accessing the required services as early as possible and following them up till end of treatment. This intervention aligns with India's move towards Elimination of TB by 2025
2. Area of Operation: across all districts of the state Meghalaya
3. The proposal shall include **per sample quote** for providing the following service package as a whole:
  - 3.1. IGRA testing through currently NTEP endorsed test. The agency shall procure the testing kits as per estimated load [Number of bacteriologically confirmed pulmonary TB patients or (pulmonary TB patient) X (average family size-1) in concerned geography]
  - 3.2. Collection of blood samples from the residence of beneficiaries' household contacts (children  $\geq$  5 years of age, adolescents, and adults) of bacteriologically confirmed pulmonary TB patients/pulmonary TB patient and other risk group notified in Nikshay from public or private sector, as agreed upon, for IGRA testing.
  - 3.3. Verbal consent should be taken after proper counselling of the beneficiaries in the local language before collection of sample.
  - 3.4. Detail list of beneficiaries for IGRA test will be provided by the NHM Meghalaya from time to time via email and the Agency shall contact the beneficiaries within 24 hours from the date of receipt of the line list for arrangement of sample collection as per beneficiary's convenience at the earliest but not later than 3 days.
  - 3.5. The agency shall deploy trained HR for counselling, sample collection, packaging, storage and transport of the sample to empaneled laboratory.
  - 3.6. The person going for blood collection should be phlebotomist/nurse/Lab technician and trained in NTEP PMTPT guidelines (online self- learning module and verified by certificate or physical training imparted by NTEP) for providing quality counselling.
  - 3.7. Testing of samples at the assigned laboratory using the GoI endorsed tests.
  - 3.8. Provision of logistics for sample collection, processing, storage and testing.
  - 3.9. The result of the test (report) will be communicated to the treating doctor and NTEP as soon as available but not later than 48 hours from sample collection from patients through mail with a copy to the state TB Cell. However, hard copies of test reports will be available with the collection center/laboratory as per operational feasibility. Moreover, samples should reach to the Lab within 24 hours from the time of collection.
  - 3.10. Complete NIKSHAY Entry from enrollment to test result as per NTEP guidelines.
  - 3.11. Maintenance of all required recording and reporting formats as shared by purchaser at the inception of the project.
4. Under no circumstances shall any payment be charged from the TB patients by the agency/bidder.
5. The agency/bidder shall be providing information materials like latest guidelines, Standard Operating Procedures (SOPs), information on process of notification and linkages, patient benefits to all the private sector providers and training, sensitizing, and assisting private providers on procedure for notification and linkages.



## 6. Human Resource/Work Force

- 6.1. The agency/bidder shall appoint adequate and qualified staff to implement the activities listed above. They will be employees of the agency/bidder. The bidder/agency will follow all the laws applicable for employee compensation. Employees' liability, financial or otherwise, will be the responsibility of the agency/bidder and not MMDSL or the National Health Mission, Meghalaya.
- 6.2. The agency/bidder shall be providing digital tools to its staff to record information and monitor beneficiaries, and for real time entry and updating of beneficiaries status of Infection in NIKSHAY. The agency/bidder shall be required to provide communication and internet support to the workforce deployed in the project.
- 6.3. The workforce appointed by the Agency shall not be the staff/ or employee of the MMDSL or the NHM- Meghalaya in any way, nor can claim any advantage of it in any way or for any purposes whatever it may be. There shall be no employer employee relationship between the MMDSL or NHM- Meghalaya and the personnel to be deployed by the agency/bidder in the contract service.
- 6.4. The bidder or agency shall be responsible to comply with all applicable labour legislation (Compensation, Minimum wages, EPF, ESI or any other Act or Legislation, which may govern the nature of the contract and/or being issued by Central or State Government from time to time) in respect of the workforce appointed or hired by the bidder or agency in respect of execution and implementation of the project and shall indemnify and keep indemnified the MMDSL or NHM Meghalaya of any claim, action or demand whatsoever in that regard. It will be the sole responsibility of the Bidder or agency to abide by the provisions of the rules/acts related to the workforce appointed or hired for performance of this contract.
- 6.5. The Agency will ensure timely salary payment and opening of ESI and EPF account for each of the employees and timely deposit of applicable ESI and EPF (Employer's contribution and employees' contribution) and failure to that if any, shall be at the risk and responsibility of the agency.
- 6.6. The MMDSL or NHM Meghalaya will not entertain any dispute between the workforce appointed by the agency and the concerned agency on any issue related to the functioning of the project. In case of any such dispute affecting the performance of the services done by the agency, strict action as per penalty provisions mentioned in the tender or a consequential action under the terms of the agreement, whatever it may be, will be taken against the service provider.
- 6.7. The selected agency will have to observe ethical behavior and standards with the workforce appointed by the agency in the project. The National Health Mission, State TB Cell, Meghalaya /District TB Centre will have a right to hold an enquiry, and take appropriate action.

## 7. Data management and reporting

- 7.1. The implementation of the activities by the agency/bidder will be at the district level.
- 7.2. The monthly performance report of the district is to be submitted to the DTO and STO in a prescribed format.
- 7.3. The agency/bidder shall maintain adequate documentation of work as per annexure to be provided by State TB Cell. On completion of the tasks in the said report the agency/bidder will furnish to The NHM Meghalaya/State TB Cell, Meghalaya/DTC a copy of the annual report covering the details of the project activities and studies undertaken if any. The NHM Meghalaya/ State TB Cell, Meghalaya /DTC shall have a right to call upon the agency/bidder to furnish such additional supplementary reports, or other documents, papers or writings as in the opinion of NHM Meghalaya/The State TB Cell, Meghalaya/ DTC/ are necessary or proper in connection with the completion of the project.
- 7.4. At the end of the contract period, the agency shall be required to share all the data and materials, all hardcopies of reports within one month of the contract ending date to the competent authority, NHM/State TB Cell, Meghalaya.

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- 7.5. The agency shall not share any data or material or information or report to any person or agency other than authorized by The National Health Mission, Meghalaya.
- 7.6. The National Health Mission, Meghalaya, at their own cost, may conduct third party assessment of services rendered under the project and conduct of the agency during the project period. The agency shall be informed about such assessment. The National Health Mission, Meghalaya may take action on the basis of the findings of third-party assessment. The third-party assessment may be done on a half-yearly basis or as and when felt necessary by the National Health Mission, Meghalaya.
- 7.7. The agency/bidder shall maintain confidentiality of patient's information as per existing law of land.
- 8. Miscellaneous**
  - 8.1. The agency/bidder shall be required to start the project within the specified time mentioned in the work order issued by the Meghalayan Medical Drugs & Services Ltd. (MMDSL) or the National Health Mission, Meghalaya in all the districts.
- 9. Role of NTEP**
  - 9.1. The list of beneficiaries to be specified and shared by the state/district NTEP team
  - 9.2. Training of the personnel of the agency in NTEP PMTPT guidelines (online self-learning module and verified by certificate or physical training) for providing quality counselling.
  - 9.3. Provide recording formats
  - 9.4. Provide access to NIKSHAY for reporting
  - 9.5. Timely payment to the agency
  - 9.6. Initiation of TBI treatment for eligible beneficiaries as per NTEP protocol.

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## SECTION-V

### EVALUATION OF TENDERS

1. The Evaluation of Tender will be based on Technical Evaluation of Technical bids & Financial Evaluation of Financial Bids to be carried out by the Tender Committee approved by the Managing Director, MMDSL, Meghalaya.
2. **Scrutiny of Tenders**  
The committee will scrutinize technical qualification of the bidders as per criteria laid down in this tender. The bids which do not meet the aforesaid criteria are liable to be treated as non-responsive and will be rejected by the committee. Selection of the technically eligible and qualified bidders will solely rely on the decision of the committee.
3. Only bidders who qualify on the technical bid will be considered to open for the Financial bids.
4. **Non-Conformity**  
The MMDSL, Meghalaya may waive minor non-conformity in a tender, provided it does not constitute any material deviation. The decision of the MMDSL, Meghalaya as to whether the deviation is material or not, shall be final and binding on the bidders.
5. **Discrepancies in Prices**  
If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
6. Bidder's capability to perform the contract **for engaging agency/diagnostic laboratory for providing end to end services for TB interferon gamma release assay (IGRA) testing**, through the above process of tender scrutiny and evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive bidder, is eligible, qualified and capable in all respects to perform the contract satisfactorily. In such conditions, decision of the MMDSL, Meghalaya shall be final and binding on the bidders.
7. In case any bidder attempts to influence the MMDSL, Meghalaya or the Tender Committee, on the decision of tender evaluation and awarding of the contract, the tender of the bidder shall be liable for rejection and it may also lead to forfeiture of EMD in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the Committee.
8. To facilitate evaluation of bids, MMDSL Meghalaya may, at its sole discretion, seek clarifications in writing from any bidder regarding its bid submitted which shall be provided within the time specified. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
9. If a bidder fails to provide the clarifications sought within the specified period, MMDSL, Meghalaya may proceed to analyze the bid by inferring the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from challenging the interpretation of the MMDSL Meghalaya.



## 10. Fraud and Corrupt Practices

- 10.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, the MMDSL, Meghalaya may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.
- 10.2. Without prejudice to the rights of the MMDSL, Meghalaya here in above, if an Applicant is found by the MMDSL, Meghalaya to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such Applicant shall not be eligible to participate in any tender or RFP issued by the MMDSL Meghalaya during a period of 5 (Five) years from the date such Applicant is found by the MMDSL, Meghalaya to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 10.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 10.3.1. **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the MMDSL, Meghalaya who is or has been associated in any manner, directly or indirectly, with the Selection Process.
- 10.3.2. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- 10.3.3. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process.
- 10.3.4. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the MMDSL, Meghalaya with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest, and
- 10.3.5. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

11. The **“Tender Committee”** MMDSL reserves the right to accept or reject any Tender or any part of the Tender without assigning any reasons thereof or cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

## 12. Awarding of Contract:

- a) Bidder with L1, after proper scrutinize and found out to be eligible, qualify and is capable to perform the contract, will be awarded as successful bidder.
- b) The MMDSL, Meghalaya will notify the successful bidder in writing by issuing a Letter of Intent (LoI), that its tender has been accepted for **providing end to end services for TB interferon gamma release assay (IGRA) testing**, briefly indicating there in the essential details like description of



services and corresponding prices accepted, subject to the contract agreement to be signed between the parties "floated from this NIT" having the terms and conditions etc., therein. The bidder shall within 7 days of issue of the Letter of Intent (LoI), give it acceptance.

- c) The successful bidder must furnish to the MMDSL, Meghalaya the required Performance Security (PS) as applicable before executing the contract/signing of the contract agreement positively failing which the EMD will be forfeited and the award of contract will be cancelled and bidder may also be blacklisted. Relevant details about the performance security have been provided under **Section VI Para 10.1**
- d) The contract agreement will be signed between Meghalayan Medical Drugs & Services Ltd., Meghalaya and the successful bidder/firm within 30 days of the issue of the Letter of Intent (LoI). The stamp duty and registration charges, if any levied by the Central or State governments or any other statutory body, payable on the Agreement will be borne by the bidder/firm.
- e) If found that the Successful Bidder fails to honour the contract agreement/ incompetent, MMDSL, Meghalaya shall be at the freedom to reviewed for award of the contract to the next qualifying bidder or go for a fresh bid depending on the circumstances. No form of compensation shall be payable in any form whatsoever to the forfeited bidder. In case it is decided to go for the next qualifying bidder, negotiation may be considered to bring down their price nearer to the originally Evaluated or Lower bidder inconsideration to the service they provide.
- f) The MMDSL, Meghalaya reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.

Approved By Shri Ramkumar S (Managing Director) on 15/02/2024 03:39 PM  
(The document is digitally approved and does not require any Seal or Signature in original)



## SECTION-VI

### TERMS AND CONDITIONS

#### 1. Use of contract documents and information

- 1.1. The bidder(s) shall not, without the MMDSL/NHM, Meghalaya prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the MMDSL/NHM, Meghalaya in connection therewith, to any person other than the person(s) employed by the bidder(s) in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 1.2. Further, bidder(s) shall not, without the MMDSL/NHM, Meghalaya prior written consent, make use of any document or information mentioned in sub-clause 1.1 above except for the sole purpose of performing this contract.
- 1.3. Except the contract issued to the Service Provider, each and every other document mentioned in sub-clause 1.1 above shall remain the property of the National Health Mission, Meghalaya and, if advised by the National Health Mission, Meghalaya all copies of all such documents shall be returned to the National Health Mission, Meghalaya on completion of the Service Provider's performance and obligations under this contract.

#### 2. Intellectual Property Rights

- 2.1. The bidder/agency shall, at all times, indemnify and keep indemnified the MMDSL, NHM, Meghalaya and DHS, free of cost, against all claims which may arise in respect of goods & services to be provided by the bidder/agency under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the MMDSL, NHM and DHS, Meghalaya. The MMDSL/NHM, Meghalaya shall notify the bidder/agency of the same and the bidder/agency shall, at his own expenses take care of the same for settlement without any liability to the MMDSL, NHM and DHS,, Meghalaya.

#### 3. Insurance

- 3.1. The bidder/agency shall be responsible for insuring all the IT machines and equipment's, workforce, etc. for accident, theft, damage, burglary etc.
- 3.2. The MMDSL/NHM, Meghalaya shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the bidder while performing duty as mentioned under the project. All liabilities, legal or monetary, arising in that eventuality shall be borne by bidder/ agency.

#### 4. Project Duration

The tenure of the hiring of services is minimum one (1) year which may be extended at the same rates, terms and conditions based on the requirements, availability of resources and funds under National Health Mission (NHM) or any source and satisfactory performance of work done by the agency and any other conditions mutually agreed by the agency, and National Health Mission, Meghalaya. Any extension shall not be the right of the agency.

#### 5. Payments

- 5.1. The Agency/bidder shall be paid by the by NHM Meghalaya, against the invoices (as prescribed under GST Act 2017) raised by the agency, on quarterly basis,
- 5.2. The Agency shall be paid by the National Health Mission, Meghalaya against the invoices raised





by the agency on quarterly basis based on the number of IGRA test done recorded in NIKSHAY against the rate discovered through this tender.

- 5.3. The agency will raise its invoices (as prescribed under GST Act 2017) on completion of services in the previous quarter, during the first week of the current quarter, and the invoices must be submitted to the State Tuberculosis Officer, Meghalaya or the authorities decided by the National Health Mission, Meghalaya, Meghalaya, till 10th day of the first month of the current quarter, along-with supporting documents. The invoices and supporting documents should be verified by the Tender inviting authority and the verified invoice and supporting documents should be submitted to the National Health Mission, Meghalaya or the authorities decided by the National Health Mission, Meghalaya. The payment will be subject to TDS as per Income Tax Rules /GST Act (if applicable) and other statutory deductions as per applicable laws.
  - 5.4. Tender inviting authority should verify the invoice and the supporting documents within 5 working days of the submission of the invoice and supporting documents by the agency. In case of discrepancy, the agency would re-submit the corrected invoice/supporting documents within 5 working days of the date of the intimation of the discrepancy.
  - 5.5. The due eligible payments will be made through PFMS or any other mode as directed by the National Health Mission, Meghalaya quarterly and within 30 working days from the date of submission of the correct invoices and supporting documents.
  - 5.6. Tender inviting authority reserves the right to increase/decrease the performance indicators for any or all milestone indicators at any time during the course of the contract.
  - 5.7. Verification process:
    - a) At least 5% of beneficiaries whose sample were collected will be interviewed/interact for verification.
  - 5.8. The prices/rates quoted in the financial bid, shall remain same for the entire duration of the contract.
6. **Performance Review, Incentives & Penalty provisions.**
- 6.1. The Agency/bidder performance would be evaluated based upon which applicable penalties shall be deducted.
  - 6.2. The State TB Cell, Meghalaya shall be sharing detailed performance evaluation criteria/formats to the NHM Meghalaya to assess the performance of the agency.
  - 6.3. Notwithstanding, as contained otherwise, and besides above as the case may be, the penalties may be imposed for each occurrence as per the identified Key Performance Indicators (KPIs). The applicable penalty will be deducted from quarterly invoice as follows:

Category	Percentage slab	Applicable Penalty
Tele Verification	At least 5%	Double the amount quoted by the bidder per case discovered of false information.
Samples collected from the beneficiaries, line listed by District NTEP team.	At least 90%	If less, payment will be made on prorated basis
Reports against sample collected.	At least 90%	Double the amount quoted by the bidder per case If the percentage is below 90%.
Enrollment in NIKSHAY	95%	Double the amount quoted by the bidder per case If the percentage is below 95%.

7. **Commencement of Service:**

- 7.1. The agency shall be required to established at least one office for the purpose of communication,



etc. during the project implementation. Setting up of offices in the other districts depends on the agency.

- 7.2. Commencement of work shall start within 45 days and not later than 60 days from the date that the agency has signed an MOU with the MMDSL/NHM, Meghalaya. If the agency fails to commence the work as per the schedule timeline, the contract may be terminated and the agency will be blacklisted for participating any bidding in MMDSL/NHM, Meghalaya for the next 5 years. Performance security, EMD may be forfeited and the agency shall have no right to claim.
- 7.3. In such a case, MMDSL, Meghalaya shall have a freedom to invite the next qualifying bidder for awarding the contract and negotiation will be made for to accept the price quoted by the L1

#### 8. **Sub-Contracts**

Sub-letting/Sub-contracting of the contract work assigned would not be allowed under any circumstances and contract may be terminated in case the agency sublets or sub-contracts its liabilities/responsibilities/obligation to other. Penal action may also be taken against the agency/bidder.

#### 9. **Modification to Contract**

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services which also includes increase in the number of government hospitals for the services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties.

#### 10. **Performance Security**

- 10.1. The selected agency/bidder shall be required to deposit performance security of 5% of the contract value in the form of Bank Guarantee/Fixed Deposit Receipt issued by a scheduled nationalized Bank in favor of "Managing Director, Meghalayan Medical Drugs & Services Limited" payable at Shillong valid up to 180 days (contract signing date + 180 days) beyond completion of all contractual obligations, to the Managing Director, Meghalayan Medical Drugs & Services Limited, Meghalaya. The Bank guarantee shall be as per proforma at "Annexure 4". The Performance Security will be returned to the bidder, upon validation of completion of the all-contractual obligations including warranty.
- 10.2. The performance security must be submitted before executing the contract/signing of the contract agreement/MoU positively.
- 10.3. If the service provider violates any of the terms and conditions of contract in any manner, the Performance Security shall be liable for forfeiture, and the contract may also be cancelled/terminated. Further, the agency may be blacklisted for a reasonable period as decided by the National Health Mission, Meghalaya.

#### 11. **Income Tax Deduction at Source**

Income tax deduction at source and other taxes shall be made at the prescribed rates from the service provider's bills under the prevailing rate(s).

#### 12. **Termination of Contract**

- 12.1. Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or agreement formalization, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD (Bid Security) and/or Performance Security also.



- 12.2. The MMDSL, Meghalaya, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract or for any breach of the contract, the performance security may be forfeited and other suitable action may also be taken against the service provider.
- 12.3. In the event the MMDSL, Meghalaya terminates the contract in whole or in part, the MMDSL, Meghalaya may carry out risk purchase of services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Service Provider shall be liable to the MMDSL Meghalaya for the extra expenditure, if any, incurred by the MMDSL, Meghalaya for arranging such services.
- 12.4. In the case of the termination of contract, any unspent balance, if any shall be refunded by the agency/bidder to the MMDSL/NHM, Meghalaya.
- 12.5. If the agency/bidder becomes bankrupt or otherwise insolvent, it will inform to the MMDSL/NHM, Meghalaya with in the 30 days written notice to terminate the contract. The MMDSL/NHM, Meghalaya reserves the right to terminate, without any compensation, whatsoever, to the bidder, and the MMDSL, Meghalaya may forfeit the performance security.
- 12.6. In the event the MMDSL/NHM, Meghalaya & agency/bidder mutually agrees to terminate the contract, either party shall give 30 days written notice to the other party and after the consent of both parties agreement may be terminated without any Legal or Financial Obligation on any Party to the contract.
13. **Notices**  
Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or facsimile or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
14. **Resolution of disputes**
- 14.1. Any dispute or difference or claim arising out of or in relation to the Agreement, will be settled by reaching a mutual understanding between the parties.
- 14.2. If any further dispute arises between the parties thereupon, the same will be settled as per the existing law of land through the competent court of law under the territorial jurisdiction of Meghalaya only.



**SECTION-VII**

**Annexure 1**

**PROPOSAL COVERING LETTER**  
[On the Letter head of the Bidder]

Date:

To  
(Address)

Re: Tender for engaging Agency/Diagnostic Laboratory for providing end to end services for TB Interferon Gamma Release Assay (IGRA) testing under National Tuberculosis Elimination Programme (NTEP) program in the state of Meghalaya.

Dear Sir / Madam,

We, the undersigned, offer for engaging Agency/Diagnostic Laboratory for providing end to end services for TB Interferon Gamma Release Assay (IGRA) testing under National Tuberculosis Elimination Programme (NTEP) program in the state of Meghalaya, in accordance with your Request for Proposal vide Ref No .....dated ..... We are hereby submitting our Proposal for the same.

We are submitting our proposal in our own individual capacity without entering into any association / as a Joint Venture. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and subject to the modifications resulting from project specific contract and contract negotiations.

We understand that the, the Meghalayan Medical Drugs & Services Ltd., may cancel the selection process at any time and that you are neither bound to accept any proposal you receive nor to select the agency, without incurring any liability to the bidders. We acknowledge the right of, the Meghalayan Medical Drugs & Services Ltd to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We shall make available to, the Meghalayan Medical Drugs & Services Ltd any additional information it may find necessary or require supplementing or authenticate the proposal.

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

We declare that:

- We have examined and have no reservations to the tender Documents, including any Addendum issued by, the Meghalayan Medical Drugs & Services Ltd;
- We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any contract entered



into with Meghalayan Medical Drugs & Services Ltd or any other public-sector enterprise or any government, Central or State; and

- c) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d) We declare that We/any member of the company, are/is not a Member of a/any other company applying for selection.
- e) We certify that in this regard that we have not been convicted by a court of law.
- f) We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Meghalayan Medical Drugs & Services Ltd and /or the Government of Meghalaya in connection with the selection of agency or in connection with the selection process itself in respect of the above-mentioned project.
- g) We agree and understand that the proposal is subject to the provisions of the tender document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
- h) We agree to keep this offer valid for 180 days from the proposal due date specified in tender.
- i) A Power of Attorney (PoA) in favour of the authorized signatory to sign and submit this Proposal and documents is also attached herewith.
- j) In the event of my/our being selected, I/We agree to enter into a contract for the project awarded to us by the Meghalayan Medical Drugs & Services Ltd.
- k) We agree and undertake to abide by all the terms and conditions of the tender Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the tender document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Approved By Shri Ramkumar S (Managing Director) on 15/02/2024 03:39 PM  
(The document is digitally approved and does not require any Seal or Signature in original)



## Annexure 2

### AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs.100/- duly attested by notary public) POWER OF ATTORNEY

Know all men by these present, we (name and address of the registered office of the Single Entity) do hereby constitute, appoint and authorize Mr. / Ms. R/o (name and address of residence) who is presently employed with us and holding the position of..... as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, for “engaging Agency/Diagnostic Laboratory for providing end to end services for TB Interferon Gamma Release Assay (IGRA)testing under National Tuberculosis Elimination Programme (NTEP) in the state of Meghalaya” (the “Project”), including signing and submission of all documents and providing information / responses to the Meghalayan Medical Drugs & Services Ltd representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the day of 2023.

For .....

(Name, Designation and address)

Accepted

... (Signature)

(Name , title and address of the Attorney)

Date:

Note:

- i. The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ii. In case, an authorized Director of the bidder/agency signs the bid, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA).

Approved By Shri Ramkumar S(Managing Director) on 15/02/2024 03:39 PM  
(The document is digitally approved and does not require any Seal or Signature in original)



## Annexure 3

### PARTICULARS OF THE BIDDER'S ORGANISATION

Name and full address of the organization

Details of Registered Office Address

Telephone No(s) Fax No(s)

E-mail address (Official): Organization website:

Year of Incorporation:

Turnover of the Organization (in crores)

2020-21:

2021-22:

2022-23:

Income Tax Registration number (PAN)

Goods and Services Tax (GSTN):

Type of organization (Company/Society/Trust)

Registration No. under Company/Society/Trust Act:

Name and addresses and designation of the persons who will represent the Bidder while dealing with the NHM Meghalaya  
(Attach letter of authority)

Has the organization blacklisted by any state or central government entity or any of its undertakings

(Authorized Signatory)

Name:

Designation & Authority:

Place:

Date:

Stamp:

Approved By Shri Ramkumar S(Managing Director) on 15/02/2024 03:39 PM  
(The document is digitally approved and does not require any Seal or Signature in original)



**Annexure 4**

**PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Stamp Act)

Ref:  
Bank Guarantee No.:  
Date:

To  
(Address)

Dear Sir,

WHEREAS (Name of Bidder) hereinafter called "the Bidder", has been identified and selected and has undertaken, in pursuance of Contract dated \_\_\_\_\_ 2024 (hereinafter referred to as "the Contract") to implement the [Tender Notice Selection for selection of service providers for working as an Agency/Diagnostic Laboratory for providing end to end services for TB Interferon Gamma Release Assay (IGRA)testing under National Tuberculosis Elimination Programme (NTEP) in the state of Meghalaya.

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the [Tender Notice Selection of service providers for selection of service providers for working as an Agency/Diagnostic Laboratory for providing services for TB Interferon Gamma Release Assay (IGRA)testing under National Tuberculosis Elimination Programme (NTEP) in the state of Meghalaya as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give the Meghalayan Medical Drugs & Services Ltd, Meghalaya the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

- 1) The Bank hereby irrevocably and unconditionally guarantees the payment of, the Meghalayan Medical Drugs & Services Ltd under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards Meghalayan Medical Drugs & Services Ltd, under this Guarantee shall not, under any circumstances, exceed in aggregate.
- 2) In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from the Meghalayan Medical Drugs & Services Ltd stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to the Meghalayan Medical Drugs & Services Ltd any and all sums demanded By the Meghalayan Medical Drugs & Services Ltd under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from Meghalayan Medical Drugs & Services Ltd to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.....(Mention the official address of the bidder)
- 3) This Guarantee shall come into effect immediately upon execution and shall remain in





force for a period of \_\_\_\_\_ months from the date of its execution.

- 4) The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
  - a) any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
  - b) any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
- 5) The Bank also agrees that, the Meghalayan Medical Drugs & Services Ltd at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and notwithstanding any security or other guarantee that the Meghalayan Medical Drugs & Services Ltd may have in relation to the bidder's liabilities.
- 6) The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of the Meghalayan Medical Drugs & Services Ltd or any other indulgence shown by the Meghalayan Medical Drugs & Services Ltd or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
- 7) This guarantee shall be governed by the laws of India and only the High courts of Meghalaya, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the ..... Day of \_\_\_\_\_ 2024

Witness  
(Signature)

(Signature)  
(Name)

Designation with Bank

(Name) Bank Rubber Stamp  
(Official Address)

Approved By Shri Ramkumar S(Managing Director) on 15/02/2024 03:39 PM  
(The document is digitally approved and does not require any Seal or Signature in original)



## ANNEXURE – 5

### TECHNICAL BID COVER

1. The Technical Bid Envelope enclosed shall be required to be super scribed as **“Providing End to End Services for TB IGRA testing”** along with the name of the company/Laboratory/firm offering the proposal.
2. Affix Rs. 25/- (Rupees Twenty-Five Only) Non-refundable revenue stamp.
3. Compliance to Points referred under Eligibility Criteria & Terms and Conditions.
4. Attested copy of a Cancelled Cheque of the Firm clearly indicating Bank Name, Account Number, Branch, IFSC Code.
5. The Tender document in original should be signed by the tenderer or his authorized representative along with seal on each relevant page. All corrections and over-writings must be initialed by the tenderer or his authorized representative. Every page is requested to be page marked; the bidders are advised to keep a photo copy (at their own cost) of the bid document for their own reference.
6. An Affidavit to be submitted on Non-Judicial Stamp paper attested by Public Notary that there is no vigilance / CBI Case or arbitration case pending.
7. Bidders contact details along with names of the Proprietor/ Director, Address, Telephone & Fax Numbers, E-mail Id, Bankers and Bank Account Number to be furnished as prescribed in **Annexure 3**.
8. Bid Security/Earnest Money Deposit (EMD) amounting to Rs.2,00,000/- (Rupees Two Lakhs only) for **End to End Services for TB IGRA testing** in the form of Banker’s Cheque/ Demand Draft/ Bank Guarantee of a Scheduled bank in favor of the Meghalayan Medical Drugs and Services Limited payable at Shillong (Refundable).
9. Joint Ventures or Consortia in the form of Associations will be permissible. In such cases, a declaration of association between the Parties has to be clearly submitted in writing.

Approved By Shri Ramkumar S(Managing Director) on 15/02/2024 03:39 PM  
(The document is digitally approved and does not require any Seal or Signature in original)



## ANNEXURE 6

### INSTRUCTION FOR FINANCIAL BID

1. The bidder/agency shall be required to quote in the following format.
2. The bidder/agency shall be **Providing End to End Services for TB IGRA testing** from all identified beneficiaries listed by NTEP under NHM Meghalaya in all the districts of the State, in accordance with the terms of the contract, and will be charging at the rate:

Services provided for End to End services for TB interferon Gamma Release Assay (IGRA) Testing	Amount in figures	Amount in words
Price per test	Rs ..... (per test) ( <i>Amount in figures</i> )	(Rs..... (per test) ( <i>Amount in words</i> ))

The agency/bidder shall indicate the amount per beneficiaries, for providing entire spectrum of services which include (but not limited to) Collection of blood samples from the residence of beneficiaries' household contacts (children >= 5 years of age, adolescents, and adults) of bacteriologically confirmed pulmonary TB patients/ pulmonary TB patient and other risk group notified in Nikshay from public or private sector, Transportation of samples, IGRA Testing, Complete NIKSHAY entry from enrollment to test result as per NTEP guidelines. The rates quoted by the bidder shall be inclusive of charges of managing supply chain and consumables to all the beneficiaries, sample collection and transportation costs, IT equipment and set-up for recording and reporting in NIKSHAY, Transport, Insurance, printing and supply of materials (including reports, salaries of the manpower deployed, training and capacity building of existing manpower and any other expenses as required for the conduct of the services proposed in the tender document, service charges and all applicable taxes, duties and levies **including Goods & Services Tax(GST)**. Other applicable taxes, if any, would be deducted at source, as per prevailing rates/rules.

3. The rate/s offered shall remain firm and will not be subject to escalation of any description during the execution of the rate contract.

Approved By Shri Ramkumar S(Managing Director) on 15/02/2024 03:39 PM  
(The document is digitally approved and does not require any Seal or Signature in original)



## Annexure 7

### DECLARATION BY BIDDER

Format for Affidavit Notary attested or sworn before executive magistrate certifying that Entity/Promoter(s)/ Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 100)

#### Affidavit

I, M/s. \_\_\_\_\_, (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted/banned/convicted by any court of law for any criminal or civil offences/declared ineligible by the Meghalayan Medical Drugs & Services Ltd. or National Health Mission, Meghalaya or any other entity of GoM or any entity of state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on date of submission (upload) of online bidding document.

And that we are hereby, declaring all ongoing litigations where our promoter(s)/director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2024

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

Approved By Shri Ramkumar S(Managing Director) on 15/02/2024 03:39 PM  
(The document is digitally approved and does not require any Seal or Signature in original)



## Annexure 8

### Affidavit for experienced workforce by the agency/bidder

(On Non – judicial stamp paper of Rs. 100/- duly attested by notary public/executive magistrate)

We .....< Mention the name of the agency/bidder>, having its registered office at

..... < Mention the registered office address>, have the sufficient number of mid-level (more than 3 years experienced) supervisory staff of working in implementing programme in public/private health with Government or donor agencies. We are listing the name of workforce with more than 3 years' experience working in implementing programme in public/private health, with Government or donor agencies, working with us:

1. < Mention the name of the person>
2. < Mention the name of the person>
3. < Mention the name of the person>
4. < Mention the name of the person>
5. < Mention the name of the person>
6. < Mention the name of the person>
7. < Mention the name of the person>
8. < Mention the name of the person>
9. < Mention the name of the person>
10. < Mention the name of the person>

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

Enclosed: Curriculum Vitae/Resume of the professionals mentioned in the affidavit.

Approved By Shri Ramkumar S(Managing Director) on 15/02/2024 03:39 PM  
(The document is digitally approved and does not require any Seal or Signature in original)