

**ICMR-National AIDS Research Institute (NARI)**  
**(Indian Council of Medical Research - Ministry of Health & Family Welfare, Dept. of**  
**Health Research, Government of India)**

TENDER DOCUMENT (NOT TRANSFERABLE)



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**Tender for Outsourcing of Laboratory Investigation for ICMR - NARI, BHOSARI, PUNE AND NARI CLINICS (Model Colony Clinic (Shivaji Nagar, Pune), Gadikhana Clinic (Dr. Kotanis Arogya Kendra, Shukrawar peth, Pune), NARI Clinic (NARI, Bhosari, Pune) and Talera Clinic (Tanajinagar Chichwad, Pune))**

**Tender Enquiry No. : NARI/04/121/2018-19/RC**

**Date of Publication : 24.12.2018**

**Due Date for submission : 16.01.2019 before 02.00 p.m.**

**Opening of Tender : 16.01.2019 on 03.00 p.m.**

**Prospective Bidders may download the Tender Documents from NARI website, ICMR website and e-procurement portal and submit the Tender along with document fee of Rs.1,000/- (nonrefundable) by Demand Draft from Nationalized Bank Only favoring to Director, National AIDS Research Institute, Pune payable at Pune.**

## **Tender Specifications and Terms & Conditions:**

### **1) Eligibility:**

- I. The laboratory must be NABL accredited.
- II. The bidder should have experience of at least three years with such Tie-up arrangement with Govt. / private hospitals or should have proven record of infrastructure and network to be able to provide such investigative service.
- III. The Company/ Firm which has been blacklisted/ debarred either by Tender Inviting Authority or by any State Government or Central Government Organization should not participate in the tender during the period of blacklisting.

### **2) Earnest Money Deposit (EMD):**

- a. Earnest Money Deposit shall be Rs. 10,000/- which should be in form of Demand Draft. Purchaser will not pay any interest against the EMD deposited
- b. No exemption from payment of EMD is permitted. Tenders submitted without sufficient EMD, will be rejected.
- c. The Earnest Money Deposit will be refunded within 30 days from the date of signing the contract agreement and on the deposit of Security deposit amount from successful Bidder.
- e. The Earnest Money Deposit of the unsuccessful bidders would be returned on execution of the agreement by the successful bidder or within 30 days after the expiry of the bid validity or upon declaration of bid as non-responsive. The EMD will be forfeited if the bidder withdraws his bid during the period of bid validity.
- g. The EMD may be forfeited, in case of the successful bidder who fails to execute the contract agreement and submit the performance bank guaranty within the stipulated time.
- h. The bidder whose Laboratory is found to be not complying with the quoted certification scheme during inspection, will be levied with a penalty of Rs 10,000/- or the expenditure incurred by the purchaser (Tender Inviting Authority/ Ordering Authority) in such inspection, whichever is higher. This fine amount will be deducted without any notice.

### **3) Criteria for the selection:**

The bidder has to quote the charges for all the listed investigations in the same order as given in the list (in Annexure-1). The following aspects will be considered while selecting the tenderer for the establishment of the annual rate contract.

1. Lowest charges for the Investigations.
2. Distance: Centre should be nearer to NARI and NARI Clinics.
3. Submission of Reports: Minimum time 02 days for submission of reports will be preferred.
4. Infrastructure: Latest technology Equipment will be preferred.

5. Technical Staff: Academic Qualifications and experience of Doctors, Medical/Para Medical staff will also be criteria of selection.
6. Legal Documentation/Certification: Legal permissions from the local Govt. authorities to run the hospital/ centre/ laboratory, approval/certificates regarding use of medical equipment etc. will strictly be considered for selection.
7. Performance Certificate: The bidder has to submit a list of Govt. / Private hospitals where such types of services are being catered for the last three years continuously along with list of investigations with rates and user's performance certificate for the last three years.

The tenders received will be evaluated by the Technical Committee based on the information provided by the Tenderer on the above mentioned points and asked in terms & conditions. The tenderers will have to mandatorily provide documentary proof for the same. No future correspondence in this regard shall be entertained once the tender is submitted.

- 4) **Performance Bank Guarantee:** On being informed about the acceptance of the tender and before signing the agreement, the successful bidder shall pay the Rs. 1,00,000/- as Performance Security Deposit.

5) **Two- bid system:**

The tender is required to be submitted in **two bids viz "Technical Bid' and "Financial Bid' respectively**. Each and every page of the quotation is to be serially numbered and duly signed by authorized signatory. **Both the envelopes are to be put in a single envelope superscribing "Tender for Outsourcing of Laboratory Investigation for ICMR - NARI, BHOSARI, PUNE AND NARI CLINICS"** with name of the Tenderer and specifying the number of sealed envelopes enclosed / inserted.

I. **Technical bid:** - This should include following:

- i. **DD towards Tender cost (Rs. 1000/- in the name of "Director, National AIDS Research Institute", Payable at Pune.**
- ii. **DD towards EMD (Rs. 10,000/- in the name of "Director, National AIDS Research Institute", Payable at Pune**
- iii. Terms & Conditions duly signed by the competent authority along with seal.
- iv. List of Doctors / Medical-Para Medical Staff.
- v. List of Medical Equipment.
- vi. Copies of Statuary Certificates.
- vii. Technical details of the quoted tests as per following format:

Sl. No.	Name of the test	Name & Address of lab in case of outsourced.	Method / Technique	Maximum time required for report
<b>Study 1</b>				
1	HB, TLC, DLC			
2	Renal function test (Serum Creatinine and Serum Urea)			
3	Liver Function Test (SGOT, SGPT, Alkaline Phosphatase, Serum Bilirubin)			
<b>Study 2</b>				
1	Liver function test including total protein, Albumin			
2	Renal function test including uric acid and Sr Lactic acid			
3	Random Blood sugar test			
4	HbA 1C-by HPLC method			
5	Hematology & Peripheral Smear			

**II. Financial Bid:** - It should comprise of following:

- a) All pages of the quotation must be signed by the competent authority / authorized signatory.
- b) The prices of the tests should be indicated in the Financial Bid against the name of each test as per format given below: - (List of tests in the same order as given in Annexure-1)

Sl. No.	Name of the test	Rates
<b>Study 1</b>		
1	HB, TLC, DLC	
2	Renal function test (Serum Creatinine and Serum Urea)	
3	Liver Function Test (SGOT, SGPT, Alkaline Phosphatase, Serum Bilirubin)	
<b>Study 2</b>		
1	Liver function test including total protein, Albumin	
2	Renal function test including uric acid and Sr Lactic acid	
3	Random Blood sugar test	
4	HbA 1C-by HPLC method	
5	Hematology & Peripheral Smear	

- d) Bid of only those tenders whose technical bids are fully accepted shall be opened.
- e) The successful tender shall execute an agreement containing all the terms and conditions mentioned above in the submission document on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred Only)
- f) In case the agency/firm fails to execute the job after entering into the contract or terminate the contract before completion of period of contract at their own accord, the NARI shall have the right to encash the Bank Guarantee provided.

**Terms & conditions:**

- 1) The Contract will initially be awarded for a period of one year and can be extended based on performance certificate from the competent authority after completion of one year.
- 2) The contract can be terminated at any time by Director, NARI by giving one months' notice.

- 3) The Tenders must have necessary in house facilities (at the quoted Lab premises) in respect of latest technology & technical knowhow to carry out the Lab investigations round the clock for which rates are being quoted. All the tests quoted for should mention whether it is conducted in-house or outsourced. In case of outsourced investigations, the details of laboratory to which the investigation is to be outsourced must be provided in the Technical Bid.
- 4) The methodology and the time period after which the report will be provided should be mentioned for each investigation. A status report on the infrastructure facilities available with the tender submission in support of its technical capability to execute the quoted Lab investigations must accompany the empanelment submission highlighting details of equipment, type of procedure and details of qualification & experience of manpower, whether full time or part-time engaged for the conduction the quoted investigations, quality control measures, and automation in various sections of laboratory.
- 5) In case the firm to whom the contract is awarded, fails to provide the service, the institute shall have the right to encash the Bank Guarantee provided by the firm. No correspondence/conference in this regard will be entertained.
- 6) The tenderer shall have to mention its name and address (along with the telephone, Fax, Mobile numbers) for all future communications and shall be the sole signatory of the quotation.
- 7) The tenderer must undertake at the time of applying for empanelment submission that it has perused the terms and conditions of the tender submission and the same are acceptable to them. Any conditional acceptance shall make tender submission liable for rejection.
- 8) All investigations must be quoted separately, even when a test is part of the profile / package of two or more tests. All components of the profile package are to be quoted separately also along with quoting the profile / package rate separately.
- 9) The evaluation of technical bid will be based on presence of trained manpower, automation, infrastructure along with latest technology presence of in-house facility and maximum time taken to provide the reports.
- 10) If the performance is found not to be satisfactory, NARI reserves the right to terminate the contract at any time.
- 11) In case of any dispute, the decision of the Director, NARI shall be final and binding on both the parties, and jurisdiction will be Pune for all the disputes.

- 12) The terms and condition herein shall form part of and shall be taken as if they were included in the contract agreement to be entered into by the firm.

**6. Collection of Samples:**

1. All collection material including gloves, vacutainers, needles to be brought by laboratory.
2. Study 2, requires all the left over blood samples to be stored after sample processing. Selected laboratory will have to make arrangements to return the left over samples to ICMR-NARI.
3. The blood collection will be done by NARI staff/ lab Technician.
4. In order to maintain the confidentiality as an ethical consideration, samples will be send with code numbers, age, sex and relevant clinical history of the participants. The study participants name cannot be mentioned along with sample as well as on report. Participants will be identified by study code only.
5. Signed and sealed reports to be sent earliest before 24 hours by soft copy and 2 days by Hard copy.
6. Daily one or two rounds for the sample collection at respective study clinic site (Model Colony Clinic (Shivaji Nagar, Pune), Gadikhana Clinic (Dr. Kotanis Arogya Kendra, Shukrawar peth, Pune), NARI Clinic (NARI, Bhosari, Pune) and Talera Clinic (Tanajinagar Chichwad, Pune) will be required. The timing for these rounds will be communicated with selected laboratory after the agreement as per study requirement at that time.
7. Number of participants expected to be investigated:
  - i. **For study 1.** Approx. 2000 to 2500 Participants are expected to be investigated in a short time period of 6 months.
  - ii. **For study 2.** Approx. 300 participants expected to be screened within 2 years.

***As these are clinical trials, these studies may be stopped at any point of time, if advised by DCGI (Drug Controller general of India) & DSMB (Data Safety monitoring board).***

8. The Successful Tender shall make his own arrangement at his cost to get the samples collected from site to selected laboratory in cold chain under aseptic precaution.

**7. Submission of Reports:** Time, latest technology/methodology and quality in result would be the essence of the contract/offer. The approved Tender shall have to make

necessary arrangement at his cost to submit the reports of investigations of samples collected duly signed by the competent authority on line within the minimum possible time.

8. **Submission of Bills:** Bills are to be submitted immediately after completion of a month for payment. The payment will be made within 30 days of bill verification. Income Tax deduction as applicable shall be made at source at the time of release of payment. Payment of bill will be subject to deduction of statutory liabilities, if any.
9. **Duration of empanelment:** The agreement shall remain in force for a period of one year, extended for another two years. However extension to second year is at the sole discretion of the Director, NARI subject to fulfilment of all terms and conditions of this agreement and with mutual consent. Agreement to be signed on Stamp paper of appropriate value before starting services. Agreement will be effective from the date of signing of the agreement by both parties.
10. **Liquidated damages:** The selected centre shall provide the services as specified under terms & conditions of agreement. In case of violation of the provisions of the agreement by the empanelled centre, there will be forfeiture of payment of the incoming/pending bills. For over billing and unnecessary procedures, the extra amount so charged will be deducted from the bills and the NARI shall have exclusive right to terminate the contract at any time, and also encash the bank Guarantee amount.
11. **Termination for default:** The Director, NARI may, without prejudice to any other remedy and for breach of Agreement in whole or part may terminate the contract. The Second Party will not terminate the agreement without giving notice of three (3) months. If they do so Performance bank Guarantee shall be encashed by NARI.
12. **TDS Deduction:** TDS will be deducted as per Income Tax Rules.

Director, NARI



## CHECK LIST: ELIGIBILITY CRITERIA FOR BIDDERS

	YES or NO
1 The Demand Draft for <b>Rs.1,000/-</b> towards tender document fees.	<input type="checkbox"/>
2 The Demand Draft for <b>Rs. 10,000/-</b> towards EMD	<input type="checkbox"/>
3 Undertaking that the successful bidder agrees to give a security amounting to <b>Rs. 1,00,000/-</b> by way of Bank Guarantee favouring The Director, NARI,	<input type="checkbox"/>
4 Duly filled in Technical Bid with proper seal and signature of authorized person on each page of the bid submitted.	<input type="checkbox"/>
5 If the bid is for branded makes, authorization letter from Principals clearly indicating that the vendor is competent authority to sell & provide services towards the items mentioned in the Scope of Supply given in this tender document.	<input type="checkbox"/>
6 Self-Attested copy of GST Registration certificate as applicable.	<input type="checkbox"/>
7 A Certified copy of Partnership deed / Memorandum and Articles of Association as applicable.	<input type="checkbox"/>
8 Agreements / Purchase orders / Completion certificates if any, from the clients for which similar supply has been made by the bidder in last three years.	<input type="checkbox"/>
9 Document showing annual sales turnover and audited statement of accounts for last three financial years and current year if available	<input type="checkbox"/>
10 Copy of GST & the PAN / TIN No. allotted by the concerned authorities.	<input type="checkbox"/>
11 Copy of NABL Accreditation	<input type="checkbox"/>

ON STAMP PAPER OF Rs.500/-)  
PERFORMANCE BANK GUARANTEE

To,  
The Director,  
ICMR - National AIDS Research Institute,  
Plot No.73, 'G' Block,  
M. I. D. C., Bhosari,  
PUNE - 411 026.

In consideration of ICMR -National AIDS Research Institute (hereinafter called the purchaser) having agreed on the terms and conditions of Order No.:

\_\_\_\_\_ dated: \_\_\_\_\_ (hereinafter called the Contract) made between M/s, (Vendor), having the Registered Office at:  
\_\_\_\_\_, and corporate office at:

\_\_\_\_\_,  
(hereinafter called the Contractor) and the Purchaser in connection with the providing services for Lab Investigation, the Purchaser stipulated in the contract that the balance 10% (Ten Percent Only) payment of the purchase price shall be payable to the contractor against a Bank Guarantee for 10% (Ten percent only) value of order valid till warranty period contained in the purchase order i.e. 36 months minimum from the date of commissioning or min. 40 months from the date of dispatch.

We, \_\_\_\_\_ (bank name & full address), (hereinafter referred to as the Guarantor), do hereby undertake and agree to indemnify and keep indemnified the Purchaser from time to time to the extent of Rs. \_\_\_\_\_ /- (Rs. \_\_\_ in words \_\_\_ only) against any cost, charges and expenses suffered by the Purchaser by reasons of any breach or breaches committed by the said Contractor of any of the terms and conditions contained in the contract and the improper performance of the services during the contract period and unconditionally pay the amount claimed by the Purchaser on demand and without demur to the aforesaid.

We, (Bank name) further agree that the Purchaser shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of costs, charges and expenses suffered by the Purchaser on account thereof and the decision of the Purchaser that the said contractor has committed such breach or breaches and as to the amount or amounts of costs, charges and expenses suffered by the Purchaser from time to time, shall be final and binding on us.

We, (bank name), further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract subject, however, that the Purchaser shall have no claim under this Guarantee after the expiry of the contract period as mentioned in the Order No.: \_\_\_\_\_

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or to the extent the time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to the Purchaser and the said Bank shall not be released from its responsibilities under these presents by any exercise by the Purchaser to the said contractor or of any other matter or thing whatsoever which under the Law relating to securities would, but for this provision have the effect of so releasing the Bank from its such liability.

Notwithstanding anything to the contrary contained hereinbefore our liability under this guarantee is restricted to Rs. \_\_\_\_\_ /- (Rs. in words), our liability under this Guarantee shall remain in force until (date). Unless a demand or claim is made on us in writing, within the said period, that is on or before (date). All rights of the Purchaser under the said Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities. This Guarantee should be returned to us on expiry.

Date: \_\_\_\_\_ (DD/MM/YY)

Sd/- (Bankers)  
Authorized signatory  
With bank seal & full address