



आई सी एम आर — राष्ट्रीय प्रजनन एवं बाल स्वास्थ्य अनुसंधान संस्थान स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार ICMR-National Institute for Research in Reproductive and Child Health Department of Health Research, Ministry of Health and Family Welfare, Government of India

September 5, 2024

B/13015/76/2024-25/AP/2874/DCR-Part(1)

## **NOTICE INVITING TENDER / E-TENDER**

The Director, ICMR-National Institute for Research in Reproductive and Child Health (ICMR-NIRRCH), invites Tender in Two Bid System (i.e. Technical and Financial Bid) from National Accreditation Board for Testing and Calibration Laboratories (N.A.B.L.) Accredited Laboratories on mutually agreed terms and conditions and satisfactory performance for Outsourcing of Laboratory Investigations for ICMR-NIRRCH, J.M. Street, Parel, Mumbai and its Clinics (in Mumbai). You are requested to quote your best offer along with the complete details of specifications, terms & conditions. The bids can be submitted in offline mode (sealed tenders to be submitted at ICMR-NIRRCH, J.M. Street, Parel, Mumbai 400012) and in online mode (by email to our email ID <u>stores@nirrh.res.in</u>, within the prescribed due date, wherein the financial bids may be submitted in a password protected file. The password would be requested in case the offer is technically qualified.)

Tender Enquiry Number	: B/13015/76/2024-25 (PART-II)
Description of Service	: Outsourcing of Laboratory Investigations
Mode of Tendering	: Technical Bid (Part-I) & Financial Bid (Part-II)
Earnest Money Deposit (EMD)	: Rs. 20,000/-
to be submitted with Tender	
Date of Publication	: 05 <sup>th</sup> September, 2024
Due Date for Submission	: 17 <sup>th</sup> September, 2024; 05.00 PM
Opening of Tender	: 18 <sup>th</sup> September, 2024; 11.00 AM

Prospective Bidders may download the tender documents from our websites, <u>www.nirrch.res.in</u> / <u>www.icmr.nic.in</u> and submit the tender along with Earnest Money Deposit by Demand Draft / Bank Guarantee from Nationalized Bank only favoring to Director, ICMR-NIRRCH, payable at Mumbai. The Director, ICMR-NIRRCH, Mumbai reserves the right to accept or reject any/all application without assigning any reason thereof and it will be binding on the parties.

Sd/-DIRECTOR

## Submission and Opening of Bids:

(a) Place for submission of bids:

 For Offline Mode – Sealed Envelope Super-scribed "Tender against Tender Enquiry No. B/13015/76/2024-25 (PART-II)"; Due on 17.09.2024 and to be submitted to the address given below so as to reach before Due Date & Time. The Director

ICMR-National Institute for Research in Reproductive and Child Health

J.M. Street, Parel, Mumbai 400012, Maharashtra

Bidders full address should also be indicated on the envelope.

- For Online Mode By email to our email ID <u>stores@nirrh.res.in</u>, with the subject line "Tender against Tender Enquiry No. B/13015/76/2024-25 (PART-II)", within the prescribed due date, wherein the financial bids may be submitted in a password protected file. The password would be requested in case the offer is technically qualified.
- (b) Date and Time for Submission of Bids: 17<sup>th</sup> September, 2024 before 05.00 PM.
- (c) Date and Time for Opening of Bids: 18<sup>th</sup> September, 2024
- (d) ICMR-NIRRCH, Mumbai will not be responsible:
  - For delayed/late bids submitted/sent by post/courier etc.
  - For non-receipt of bids at proper place.
  - Any bid received by ICMR-NIRRCH after the due date and time will not be accepted / considered under any circumstances.

(g) Opening of Bids: Bidders / Agents need not to be present while opening of bids. Tender Opening Committee of the institute will open the bids internally. Subsequently, Technical Committee of the Institute will evaluate the bids. The lowest evaluated bidder (lowest of technically qualified bidder) as per recommendations of Technical Committee will be accepted in each case. Decision of Technical Committee / Competent Authority of this Institute will be final and binding in this regard.

## **Eligibility of the tender documents**

# Following are the important points, for which a tender may be declared as "NOT ELIGIBLE" during the scrutiny:

- 1. Tenders submitted after due date and time.
- 2. Tenders submitted at some other place / department at ICMR-NIRRCH, Mumbai instead of Purchase Department either after the due date and time, or reached some other place before due date and time but subsequently reached Purchase department after due date and time.
- 3. The tender is unsigned
- 4. The tenderer has not agreed to give the required Security Deposit/ Performance Bond, if asked.
- 5. The tenderer has not quoted for the entire requirement as specified.
- 6. The tenderer has not agreed to special conditions of the tender.
- 7. Tenders with conditional offers.
- 8. The tenderer who has furnished incomplete, incorrect or misleading information.
- 9. At the time of opening of Part-I, if a tenderer has included/mentioned price or any other charges in Part-I or has failed to submit Part-II separately in a sealed envelope.
- 10. The tenderer not complying to the warranty and AMC clauses as per tender terms, if any

## Instructions to the Tenderer/Bidder for submitting the tender documents

- 1. Tenders are to be submitted in sealed envelopes super scribed with tender number, due date and time and clearly mentioning the name and address of the tenderer.
- 2. Technical Bid (Part-I) and Financial Bid (Part-II) should be kept in two separate sealed covers and both these covers again to be put in a single sealed cover and are required to be submitted within the specified due date and time.
- 3. For Offline Mode Sealed Envelope Super-scribed "Tender against Tender Enquiry No. B/13015/76/2024-25 (PART-II)"; Due on 17.09.2024 and to be submitted to the address given below so as to reach before Due Date & Time.
  - The Director

ICMR-National Institute for Research in Reproductive and Child Health J.M. Street, Parel, Mumbai 400012, Maharashtra

Bidders full address should also be indicated on the envelope.

- 4. For Online Mode By email to our email ID <u>stores@nirrh.res.in</u>, with the subject line "Tender against Tender Enquiry No. B/13015/76/2024-25 (PART-II)", within the prescribed due date, wherein the financial bids may be submitted in a password protected file. The password would be requested in case the offer is technically qualified.
- 5. An Earnest Money deposit as mentioned in the notice inviting tender are to be paid by Demand Draft / Bank Guarantee in favour of "Director, ICMR-NIRRCH" payable at Mumbai.
- 6. Tenders received without paying EMD charges shall not be considered.
- 7. Each and every page of the technical offer as well as the financial offer to be signed by the bidder. No overwriting is permissible and such document having correction is liable to be rejected. However, cutting will be permissible on attestation by the authorized person
- 8. Discount offered should also be mentioned clearly in the bid.
- 9. Period of validity of bids: The bid should be valid/kept open for six months from the date of opening of the bid. Further, if extension of validity would be required in future, the bidder should extend the validity only and no other modifications shall be permitted.

#### **IMPORTANT NOTE:**

ICMR-NIRRCH, Mumbai shall not be responsible in any manner for late receipt of the tenders and/or EMD fee for whatsoever reason.

### **SCOPE OF WORK:**

#### 1) Eligibility:

- I. The laboratory must be National Accreditation Board for Testing and Calibration Laboratories (N.A.B.L.) Accredited.
- II. International accreditation like CAP accreditation would be given additional weightage at technical evaluation of bids.
- III. 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.
- IV. 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.
- V. Instrument history files, calibration certificates, Vendor manuals & associated tastings, Software verification & security of electronic data & records must be shared.

#### 2) 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 ICMR-NIRRCH, Parel, Mumbai (within 5 kms. radius).
- 3. Submission of Reports: Minimum time 02 days for submission of reports to respective clinics.
- 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.

#### 3) Bid Security / Earnest Money Deposit (EMD):

A Bid Security or Earnest Money, amounting to Rs. 20,000/- must be furnished along with the tender in the form of Demand Draft / Bank Guarantee from any nationalized Bank drawn in favor of the Director, ICMR-NIRRCH, payable at Mumbai. Bids, if received without Bid Securitywill summarily be rejected.

#### Refund of EMD

- 1. EMD of the successful tenderer/bidder will be refunded after the Security Deposit/Performance bank guarantee as called for the contract is furnished.
- 2. EMD of unsuccessful bidder is whose technical bid has not been found suitable will be returned after award of contract.
- 3. EMDs/Security Deposits that remains unclaimed for consecutive three financial years will be forfeited and credited to the Govt. treasury.
- 4. No interest shall be payable on Bid Security/EMD/Security Deposit.
- 5. The startups and the vendors registered with Micro, Small and Medium Enterprises (Ministry of MSME) can get the exemption for payment of EMD who are having Udyyog Aadhaar Memorandum Subject to furnishing of relevant valid certificate for claiming exemption.

#### 4) Performance Bank Guarantee:

(The successful bidder has to submit Security Deposit / Performance Bank Guarantee / Contract Security – in the form of Demand Draft / Bank Guarantee in favour of the Director, ICMR-NIRRCH) for five percent of the total contract value, within 14 days from date of LOA/LOI as per prescribed format enclosed at Annexure - 3.

### 5) Collection of Samples:

- 1. All the routine test need to be reported within 24 hrs from the time of collecting the samples.
- 2. The laboratory/agency should provide round the clock service at no extra cost.
- 3. During the health camps conducted by ICMR-NIRRCH, Mumbai, the bidder need to provide sufficient manpower as desired by ICMR-NIRRCH.
- 4. Any legal liability arising out of such laboratory investigations services shall be the sole responsibility of the laboratory/agency.
- 5. The scope of service to be covered includes all age groups and genders with resuscitation facilities at the place of investigation.
- 6. All the required materials will be carried by lab only.
- 7. Phlebotomy and phlebotomist will be provided by the laboratory. The outsourced laboratory will train their deputed phlebotomist on Universal Biosafety Precautions and Good Clinical and Laboratory Practices. It will also ensure Hepatitis B vaccination of the phlebotomist. In case of accidental exposure during collections in the ICMR-NIRRCH clinic, the outsourced laboratory will provide necessary investigations and treatment to the phlebotomist. ICMR-NIRRCH is not liable for any claim against same from the phlebotomist or the outsourced laboratory.

- 8. In order to maintain the confidentiality as an ethical consideration, samples will be sent with code numbers, age, sex and relevant clinical history of the participants. The Patient and study participants name will not be mentioned along with sample as well as on report. Patients/Study participants will be identified by study code only.
- 9. Blood investigation reports should be provided in duplicate.
- 10. Facility of online / web reporting should be provided.
- 11. Sample to be collected at ICMR-National Institute for Research in Reproductive and Child Health (ICMR-NIRRCH), Parel, Mumbai. The said cost should be borne by the laboratory.
- 12. Bidder shall provide sample pickup facility and transport logistics in appropriate conditions.
- 13. The sample shall be collected from the labs depending upon our requirements.
- 14. The bidder shall make his own arrangement at his cost to get the samples collected from ICMR-NIRRCH under ideal conditions specific for the samples. In case of any emergency investigations the sample must be collected as and when informed telephonically round the clock. The laboratory shall have to provide containers, sample collection device (vacutainers), related material for collecting all samples outsourced.
- 15. Tentative number of Patients / Study participants / Samples expected to be investigated are mentioned against the name of the test / investigation.

Sr. No.	Name of the Test	No. of samples per annum
1.	OGTT: Blood Glucose 0 hr (mg/d L)	200
2.	OGTT: Blood Glucose 30 min (mg/d L)	200
3.	HIV-duo	200
4.	HbsAg	200
5.	HCV	200
6.	VDRL	200
7.	DHEA	200
8.	Vit B 12 level	200
9.	Ferritin	200
10.	Crosslaps	200
11.	РТН	200
12.	PINP	200

## CHECKLIST : ELIGIBILITY CRITERIA FOR BIDDERS

Particulars	YES / NO
The Demand Draft / Bank Guarantee towards EMD	
Undertaking that the successful bidder agrees to give a	
security of 5% of Contract value towards Performance Bank	
Guarantee	
If the bid is for b randed makes, authorization letter from	
principles 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.	
Self – Attested copy of GST Registration certificate as	
applicable	
A Certified copy of Partnership deed / Memorandum and	
Articles of Association as applicable	
Agreements / purchase orders/ completion certificates if any,	
from the clients for which similar supply has been made by	
the bidder in last three years	
Documents showing annual sales turnover and audited	
statement of accounts for last three financial years and current	
year if available	
Copy of GST/PAN/TIN NO. allotted by the concerned	
authorities	
Copy of NABL Accreditation	
Instrument history files, calibration certificates vendor	
manuals & Associated testings, software verification & security	
of electronic Data & record	
	The Demand Draft / Bank Guarantee towards EMDUndertaking that the successful bidder agrees to give a security of 5% of Contract value towards Performance Bank GuaranteeIf the bid is for b randed makes, authorization letter from principles 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.Self – Attested copy of GST Registration certificate as applicableA Certified copy of Partnership deed / Memorandum and Articles of Association as applicableAgreements / purchase orders/ completion certificates if any, from the clients for which similar supply has been made by the bidder in last three yearsDocuments showing annual sales turnover and audited statement of accounts for last three financial years and current year if availableCopy of SCT/PAN/TIN NO. allotted by the concerned authoritiesCopy of NABL AccreditationInstrument history files, calibration certificates vendor manuals & Associated testings, software verification & security

#### FORMAT FOR BID SECURITY - E.M.D. / PERFORMANCE BANK GUARANTEE (To be on Rs.100/- non-judicial stamp paper)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as Bidder / submitting Bidder') the response Bid inter selected to alia for ..... in response to the Bid dated..... issued by ICMR- National Institute for Research in Reproductive and Child Health, Mumbai (herein after referred to as ICMR-NIRRCH) and ICMR-NIRRCH considering such response to the Bid of unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting Successful Bidder/Trader and issuing Letter of award No... to(Insert Name of selected Successful Bidder)as per terms of Bid and the same having been accepted by the selected Successful Bidder, M/s. -----, if applicable]. As per the terms of the tender, the [insert name, branch code & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to ICMR-NIRRCH at [Insert Name of the Place from the address of ICMR-NIRRCH] forthwith on demand in writing from ICMR-NIRRCH or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees [Total Value] only, on behalf of M/s [Insert name of the bidder / selected Successful Bidder]

This guarantee shall be valid and binding on this Bank up to and including ...... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement. Our liability under this Guarantee is restricted to Rs ...... only).

Our Guarantee shall remain in force until ...... ICMR-NIRRCH shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that ICMR-NIRRCH shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ICMR-NIRRCH, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to ICMR-NIRRCH.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ------[Insert name of the selected Successful Bidder] and/or any other person. The Guarantor Bank shall not require ICMR-NIRRCH to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ICMR-NIRRCH in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ICMR-NIRRCH shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Successful Bidder, to make any claim against or any demand on the selected Successful Bidder or to give any notice to the selected Successful Bidder or to enforce any security held by ICMR-NIRRCH or to exercise, levy or enforce any distress, diligence or other process against the selected Successful Bidder

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.\_\_\_\_\_\_\_\_\_ only) and it shall remain inforce until.....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ICMR-NIRRCH serves upon us a written claim or demand.

Signature Name Power of Attorney No.

For

[Insert Name of the Bank]

Banker's Stamp and Full Address. Dated this day of ,20

Witness: 1. Signature

Name and Address 2. Signature

Name and Address

Note:

1. The Bid Security-Earnest Money Deposit / Performance Bank Guarantee shall be executed by any of the Nationalized Bank.