आई सी एम आर–राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य एवं परिवार
कल्याण मंत्रालय, भारत सरकार

ICMR - National Institute of Research in Tribal Health
Department of Health Research, Ministry of Health
and Family Welfare, Government of India

Ref: NIRTH/JBP/Stores//2024/1706 Date: 30th DEC, 2024

The Director, ICMR-National Institute of Research in Tribal Health, Jabalpur (ICMR-NIRTH) invites expression of interest from National Accreditation Board for Testing and Calibration Laboratories (N.A.B.L.) Accredited National Laboratories on mutually agreed terms and conditions and satisfactory performance for Outsourcing of Laboratory Investigations in 34 different districts of India as per Annexure I as per need basis **for a period of one (1) year** from the date of award of a contract under the following terms and conditions. You are requested to quote your best offer along with the complete details and terms & conditions. The expression of interest can be submitted in offline mode (sealed envelope to be submitted at ICMR-NIRTH Nagpur Road, P.O.-Garha, Jabalpur (M.P.) 482003) within the prescribed due date

CRITICAL DETAILS

1.	Tender No.	ICMR-NIRTH/02
2.	Tender document fee	NIL
3.	Duration of Contract	One year from the date of award of the contract.
4.	Bid submission start date and time	30th December, 2024, at 02:00 PM
5.	Bid submission end date and time	09th January, 2025, at 05:00 PM
6.	Date of Opening of Technical Bids	10th January, 2025, at 11:00 AM
7.	Date of opening of financial bids for technically qualified bidders	To be notified later
8.	EMD Amount	Rs 30,000 /- (Thirty thousand only)
9.	Delivery/Service Location	ICMR-National Institute of Research in Tribal Health, Nagpur Road, P.O.-Garha, Jabalpur (M.P.)-482003
10.	Total Number of pages of Tender Document	20
11.	Website Address for downloading tender document	https://www.nirth.res.in/ and https://www.icmr.gov.in/
12.	Address and Venue for the submission of Tender document	Tender Box kept at Room No. 118, Section Officer (Stores), ICMR-National Institute of Research in Tribal Health, Nagpur Road, P.O. Garha, Jabalpur – 482003.
13.	Mode of submission of Tender	By Speed Post/Registered Post/ by hand delivery

Notes:-
1. The Director, ICMR-NIRTH reserves the right to accept/reject any or all the Tenders without assigning any reason.
2. The Director, ICMR-NIRTH reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
3. Notifications related to addendum/deletion/corrigendum/cancellation of the entire tender process and award of contract will only be published on the institutional website (https://www.nirth.res.in). No further notification will be published in the news-papers or any other web portal.

4. The Director, ICMR-NIRTH, reserves the right to withdraw/cancel the tender if it is found in violation of terms and conditions of this document or any information given in the tender document which prima facie appears to be false/wrong.
5. Bidders are requested to follow the instructions carefully as per the tender document.

DIRECTOR

INSTRUCTIONS TO THE BIDDERS

1. The Director, ICMR-National Institute of Research in Tribal Health, Jabalpur (ICMR-NIRTH) invites sealed tenders in **Double Bid System (Technical Bid and Financial/Price 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 as per Annexure I on call basis **for a period of one (1) year** from the date of award of a contract under the following terms and conditions
2. Complete Tender Document can be downloaded from the website of the ICMR Headquarter, New Delhi (https://www.icmr.nic.in/) and ICMR-National Institute of Research in Tribal Health, Jabalpur (https://www.nirth.res.in/).
3. The tender is to be submitted in two parts comprising Part-I: Technical Bid & Part-Il: Financial/Price Bid. The Part-I (Technical Bid) should contain Annexure-II along with the EMD of Rs 30,000 /- (Thirty thousand only) or valid document claiming exemption from paying EMD (as the case may be) and statement showing compliance with the criteria/ detailed technical specifications as per Serial No. 8.1 and 8.2 below and Notice Inviting Tender (NIT). The Part-II (Financial/Price Bid) should contain only the price offered as per attached format (Annexure-III). Both the parts should be properly marked and enclosed in separate sealed envelopes for their proper identification. The envelopes super scribed TECHNICAL BID and FINANCIAL/PRICE BID should again be sealed in another envelope super scribing the "**Tender Number**" and "**Outsourcing of laboratory investigations".** The Part-I (Technical Bid) will be opened in presence of the tenderers or their authorized representatives (only one with authority letter from bidder as per Annexure-V and proof of identification) on the date of tender opening and the Part-II (Financial/Price Bid) after evaluation of Part-I. The Part-II of only those tenderers shall be opened who are found technically qualified to carry out the work, for which prior intimation will be given indicating the date and time of price bid opening.
4. The interested Companies/Firms/Agencies can submit the tender documents by hand/post addressed to the Director, ICMR-NIRTH, Jabalpur complete in all respect along with Earnest Money Deposit (EMD) of Rs 30,000 /- (Thirty thousand only), refundable (without interest) along with other requisite documents and drop or post the same in the Tender Box kept at the Room No. 118, Section Officer (Stores), ICMR-NIRTH, Nagpur Road, P.O. Garha, Jabalpur(M.P.) 482003.
5. **The last date of receipt of tender is 09th January, 2025. No tender will be accepted after 05:00 PM in any circumstances including postal delay.**
6. The Technical Bids will be opened by the Tender Opening Committee at ICMR-NIRTH, Jabalpur on 10th January, 2025, at 11:00 AM.

7. **GENERAL INSTRUCTIONS**
   - 7.1. For the Bidding/Tender Document Purposes, the ICMR-NIRTH shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor' and/or 'Bidder' or interchangeably.
   - 7.2. While all the efforts have been made to avoid errors in the drafting of the tender document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
   - 7.3. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of contract/bids not meeting the minimum eligibility criteria/bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents, are liable to be rejected.
   - 7.4. For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement to the ICMR-NIRTH. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
   - 7.5. The contract shall be awarded to the selected bidder(s) on fixed rates for a period of one (1) year from the date of the award of the contract. However, the period of the contract may be further extended provided the requirement of the ICMR-NIRTH, Jabalpur persists at that time or may be curtailed, terminated earlier owing to deficiency in service or substandard quality of work by the selected company/Firm/Agency.
   - 7.6. The prospective bidders are free to seek any clarifications/see the kind of requirement ICMR-NIRTH is looking for. For this purpose, Section Officer (Stores), ICMR-NIRTH, Jabalpur (0761-2370800 extn. 331, 0761-2370845) may be contacted with prior appointment on any working day between 2 PM to 4 PM.
   - 7.7. The rates may be quoted as per Annexure-III, Taxes if any, may be specifically and separately indicated in the quotation. In case of no separate mention of Tax, Rates will be presumed to be all inclusive & assessment will be made accordingly.
8. **MINIMUM ELIGIBILITY CRITERIA**
   - 8.1. The following shall be the minimum eligibility criteria for selection of bidders at bid stage of the bidding process:
     a. The Bidder shall have experience in the similar field in the Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR-NIRTH or its laboratories/ institutes /centres for the last three (3) years.

8.2. Documents supporting the Minimum Eligibility Criteria to be attached with Technical Bid (Part I) document:

a. In proof of having fully adhered to minimum eligibility criteria at 8.1(a), following documents shall be acceptable with the bid documents:

i) Self-attested and valid copy of PAN/TIN number and ITR of last 3 years

ii) Self-attested and valid copy of GST Registration Certificate

iii) Status: Whether proprietorship, partnership firm/company

iv) Self-attested and valid copies of the award letter from 3 Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres for the last 3 years

v) Self-certification to the effect that the firm has not been banned/black listed by any Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres in the past.

vi) Proof of laboratory establishment/collection centre in each 34 districts

8.3. Tenderer shall submit a declaration to the effect that his no close/nearest relative working in the client department

Note:-If any of the above listed documents as mentioned under Sr. No. (i) to (v) are not submitted, the tender will be rejected without assigning any reason, and no correspondence will be entertained.

9. EARNEST MONEY DEPOSIT (EMD)

9.1. The EMD amount of Rs 30,000 /- (Thirty thousand only) or the proof of the same must accompany Part-I (Technical Bid) failing which the tender shall be rejected outrightly.

9.2. EMD of Rs 30,000 /- (Thirty thousand only) has to be submitted in a separate cover along with Technical Bid only, in form of banker's cheque / demand draft/ fixed deposit receipts/bank guarantee drawn in favour of the Director, ICMR-National Institute of Research in Tribal Health, Jabalpur payable at Jabalpur (having validity must be upto 3/5 months from last date of submission of tender). The EMD may also be remitted electronically through RTGS / NEFT to Account Name: Director, ICMR-NIRTH, Jabalpur (Miscellaneous A/c) Account No. 10080130101, State Bank of India, Medical College Branch, Jabalpur, IFSC Code SBIN0001445 (Copy of proof for having transfer EMD amount to be enclosed). While transferring the EMD through RTGS/NEFT, please mention the name of firm/agency/company in the narration.

9.3. The EMD shall be refunded to unsuccessful tenderer after finalization of the tender.

9.4. The Bidders, who want to claim exemption from paying EMD should submit copies of valid documents issued by concerned & appropriate government authorities. In case where, EMD or Valid Documents in support of claiming exemption for paying EMD are not found, bids will be rejected at the time of opening of technical bid of the tenders.

9.5. The EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit work order acceptance. Any request by the bidders to consider their EMD or security deposit or payment of any pending bill furnished by them to ICMR-NIRTH, Jabalpur for any other contract/tender cannot be considered as EMD for this tender.

9.6. The EMD shall be forfeited in the following case:

i) If the bidder withdraws his/her bid during the period of validity of the bids specified by the bidder in the bid form; or

ii) In case of successful bidder; if the bidder

a) Fails to accept the award letter based on his/her offer (bid);

b) Fails to furnish required Performance Security Deposit in accordance with the terms of Tender Document within the time frame specified by the client; or

c) Fails or refuses to honour his/her own quoted prices for the services of part thereof

9.7. No claim shall lie against the ICMR-NIRTH in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable in EMD.

9.8. Tenders received after due date and time, without EMD or DD/TDR incorrectly addressed or Valid Exemption Documents and incomplete tenders shall be summarily rejected.

10. PERFORMANCE SECURITY

10.1. The firm/agency/company (successful Bidder) will be required to furnish performance security in the form of performance bank guarantee (Annexure-IV) through a nationalized / scheduled bank for a sum equal to Rs 50,000 /- (Fifty thousand only) within 30 days of award of contract valid for a period of 60 days beyond the contractual period (expiry date of contract). In case the contract is extended beyond the initial period of one year, the performance bank guarantee will have to be accordingly renewed by the successful bidder.

10.2. The 'Bank Guarantee for Performance Security' will be forfeited by order of the Competent Authority of ICMR-NIRTH, in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance.

11. VALIDITY OF BIDS

11.1. The bid shall be valid for a period of 90 (ninety) days from the date of opening of the tenders. In exceptional circumstances the ICMR-NIRTH may ask the bidder to extend the validity of Bid. The validity of bid security shall also be suitably extended. However, a bidder will not be permitted to modify its bid. In case, client call the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

11.2. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

11.3. No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained.

12. PREPARATION OF BIDS

12.1. Language: Bids and all accompanying documents shall be in English or in Hindi.

12.2. No overwriting or correction of any type either using white fluid will be accepted.

12.3. All the pages of tender documents should be signed, and properly numbered and total number of pages must be indicated on the forwarding letter.

12.4. Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.

12.5. **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.

a) Technical Bid Submission Form duly signed by the person authorized to sign the tender bids;
b) Earnest Money Deposit of Rs 30,000 /- (Thirty thousand only);
c) All self-attested and valid supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section - 8 above.

12.6. **Financial/Price Bid**: Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document.

12.7. The tenderer shall quote rates both in figures and words. The tenderer shall also work out the amount for each item of work and write in both figures and words. On check if there are difference between the rates quoted by the tenderer in words and in figures or in the amount worked out by them, the following procedure shall be followed.

a) When there is difference between the rates in figures and in words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct.
b) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figure or in words the rate quoted by the tenderer in words shall be taken as correct.
c) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.

12.8. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, should mention it separately in the covering letter submitted along with the tender.

12.9. All the pages of quotations including the supportive documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.

13. BID OPENING PROCEDURE

13.1. The Technical Bids will be opened by the Tender Opening Committee at ICMR-NIRTH, Jabalpur on 10th January, 2025, at 11:00 AM in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

13.2. The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the Financial Bids shall be intimated to the technically qualified bidders in due course.

13.3. Absence of bidder or their representative shall not impair the legality of the opening procedures.

13.4. After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

13.5. Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid.

13.6. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, and time remaining unaltered.

14. CLARIFICATION ON TECHNICAL BID EVALUATION:

14.1. The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

14.2. If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.

14.3. Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 8.

15. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

15.1. The bidder(s) who will qualify in the technical evaluation stage shall only be called for opening of Financial Bids. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

16. FINANCIAL BID OPENING PROCEDURE

16.1. The Financial Bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their representatives, who choose to be present at the time of opening of the financial bids.

16.2. Absence of bidders or their representatives shall not impair the legality of the process.

16.3. The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

17. RETURNING OF EARNEST MONEY DEPOSIT (EMD)

17.1. The Earnest Money Deposit of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned at the earliest after opening of the eligible Financial Bids.

17.2. The Earnest Money Deposit of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned on award of contract to the successful bidder.

17.3. The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

18. COMMENCEMENT OF SERVICES

The contract shall become legally binding and in force only upon:

18.1. Submission of Performance Security Deposit

18.2. The successful firm/agency/company will be required to start working immediately from the date of award of the Contract. The ICMR-NIRTH, Jabalpur shall, however, has the right to terminate the contract at any time.

19. VALIDITY OF CONTRACT

19.1. The period of contract will be one (1) year from the date of the award of the Contract.

19.2. The contract shall automatically expire unless extended further by the mutual consent of contracting agency and ICMR-NIRTH, Jabalpur.

19.3. The period of the contract may be curtailed/ terminated earlier owing to deficiency in service or substandard quality of work by the selected Firm. The ICMR-NIRTH, Jabalpur however, reserves right to terminate this initial contract at any time after giving one-month notice to the selected Firm.

20. PAYMENTS

20.1. The payment will be made on monthly basis on submission of pre-receipted bill(s) duly supported by duty slip(s)/log sheet(s) duly signed by the concerned officers.

20.2. No night charges will be payable for Local or outstation duties.

20.3. All payments shall be made in Indian currency by means of Electronic Clearance service (ECS) in the name of firm.

20.4. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this ICMR-NIRTH, Jabalpur.

20.5. No advance payment(s) will be made in any case whatsoever.

20.6. The payment will be made on submission of the following documents, whichever applicable by the Firm/Agency (successful bidder) to the paying authority (DIRECTOR, ICMR-NIRTH, Jabalpur) along with the bill.

i. Ink-signed copy of commercial invoice/bill of the agency (successful bidder).

ii. Details for electronic payment viz account holder's name, bank name, branch name and address account type, account number, IFSC Code, MICR Code (if these details are not incorporated in contract).

iii. Any other document/certificate that may be provided for in the contract.
iv. User acceptance where applicable.

21. TERMINATION

21.1. In case of breach of any of terms and conditions of the contract by the selected firm, the competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security deposit in the form of Fixed Deposit Receipt shall be forfeited and en-cashed. The decision of the Director, ICMR-NIRTH, Jabalpur will be the final.

21.2. The contractor goes bankrupt and becomes insolvent.

21.3. The ICMR-NIRTH, Jabalpur reserves right to withdraw/relax any of the terms and conditions mentioned in the tender document so as to overcome the problem encountered by the contracting parties.

OTHER TERMS AND CONDITIONS

22. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

23. The successful tenderer/agency shall not engage any sub-agency or sublet any other work or any part of its or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.

24. The tender is not transferable. Only one tender shall be submitted by one bidder.

25. Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing is liable for rejection.

26. The contract shall normally be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.

27. The Director, ICMR-NIRTH reserves the right to accept or reject any or all the offers without assigning any reason.

28. The Director, ICMR-NIRTH does not bind himself to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reasons.

29. The Director, ICMR-NIRTH reserves the right to alter/ modify any or all conditions of this tender notice.

30. The period of contract shall be initially for one year, and can be terminated by the Director, ICMR-NIRTH by giving one-month notice to the agency.

31. The first 03 months of the contract period will be considered as trial period and contract will be continued only after satisfactory completion of the trial period.

32. The agency may discontinue the contract at any point of time by giving a notice at least 60 days before the intended date for discontinuation. However, the agency will forfeit the security deposit submitted by it, in case of discontinuation without a notice or a notice less than 60 days prior to the intended date of discontinuation. The ICMR-NIRTH, Jabalpur reserves the right to claim the damages and recover them from the payments due to the agency or by any other means, in addition to forfeiting the security deposit of the agency

33. The Contractor shall be responsible for payment of wages/settlement of dues with workers engaged by the firm as prevailing labour/wage laws in force as per Government of India norms and ICMR-NIRTH shall not be a party to any dispute between the contractor and workers.

34. No increase in amount shall be considered at all during the currency of the Annual Contract. No other charges like transportation fare etc., will be payable.

35. Name of the proprietor, Residential and official Address and Telephone numbers of the firm to be given on the letterhead of the firm.

36. The rates quoted shall remain in force for the full period of contract.

37. The Annual Contract shall be operative immediately after award of the contract. The ICMR-NIRTH shall, however, has right to terminate the contract at any time if the service of the firm is found unsatisfactory. In this respect the decision of ICMR-NIRTH will be final and binding on the contractor.

38. The tenderer should enclose a signed copy of the terms and condition stipulated for award of the contract conveying his acceptance of the same.

39. In case it is found that the selected firm is engaged in malpractices, the contract will be terminated and they will be banned from having business relations with the ICMR-NIRTH.

40. If the firm commits breach of any of the terms and conditions or is not able to complete the work in time or the quality of work is not of the desired level, the contract will be cancelled and security deposit shall be forfeited and the work will be assigned to another firm at the risk and cost of the firm.

41. The rates quoted must be, in whole rupee. It may specifically be noted that the quotations having unrealistic, impractical and non-serious prices i.e. "free" or "complementary" just for the sake of vitiating the whole Tender Process and for grabbing the contract, are liable to be ignored/rejected.

42. The contractor shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.

43. Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication of the arbitration of a sole arbitrator to be appointed by the Director, ICMR-NIRTH, Jabalpur in accordance with the provisions of the Arbitration and Conciliation Act 1996 and Rules made thereunder including any modifications, amendments and future enactments thereto. The venue of the arbitration will be Madhya Pradesh and the decision of the arbitrator shall be final and binding on the parties.

44. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Hon'ble High-Court of Madhya Pradesh, Principal bench Jabalpur.

45. All the tenderers are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotation is accepted by ICMR-NIRTH, Jabalpur.

46. No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.

47. The competent authority of the Institute shall be at liberty to withhold any of payment in full or in part subject for recovery of penalties mentioned in preceding paragraph.

48. Any matter for which no specific instruction has been given shall be decided by ICMR-NIRTH, Jabalpur and the decision shall be final and binding on all bidders.

DIRECTOR

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. Self-attested and valid copy of PAN/TIN number and ITR of last 3 years
2. Self-attested and valid copy of GST Registration Certificate
3. Status: Whether proprietorship, partnership firm/company
4. Self-attested and valid copies of the award letter from 3 Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres for the last 3 years
5. Self-certification to the effect that the firm has not been banned/black listed by any Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres in the past.
6. EMD amount or proof of same

ANNEXURE 1
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 laboratories in the districts mentioned in Appendix 2
   - **iv.** The bidder should have experience of at least three years with Govt. / private hospitals or should have proven record of infrastructure and network to be able to provide such investigative service.
   - **v.** 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. 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 appendix 1). The following aspects will be considered while selecting the tenderer for the establishment of the annual rate contract.

i. Lowest charges for the Investigations.
ii. Submission of Reports: Minimum time 02 days for submission of reports from the collection of the blood to respective center.
iii. 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.
iv. 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.

Appendix-1

Lab investigations

Sl No	Test name	No of samples
1	Hb (gm/dl)	650
2	RBC (cells/cumm)	
3	Mean Corpuscular Volume (MCV)	
4	Mean corpuscular hemoglobin (MCH)	
5	Mean corpuscular hemoglobin concentration (MCHC)	
6	Hematocrit (Packed Cell Volume) (%)	
7	Red cell distribution width (RDW) (%)	
8	TLC (cells/cumm)	
9	DLC – N %	
10	E %	
11	B %	
12	L %	
13	M%	
14	Platelet count (lakhs/cumm)	
15	ESR	
16	Liver function Test (SGOT, SGPT, Total protein, Serum Albumin, Serum Globulin, Serum Alkaline phosphatase, Total Serum Bilirubin, Conjugated Bilirubin, Unconjugated Bilirubin)	650
17	RFT (Urea, Creatinine, Uric Acid, BUN)	650

Appendix -2

Study sites (34 districts)

Name of the state	Name of EMRS	District
Tamil Nadu	1)EMRS Vellimalai	Villupuram (Kalakuruchi)
	2)EMRS Abinavam	Salem
Odisha	1)EMRS Chandragiri	Gajapati
	2)EMRS Mahasingi	Kandhamal
	3)EMRS Rampilo	Jajapur
	4)EMRS Ranki	Kendujhar
	5)EMRS Dhanghera	Mayurbhanj
Maharashtra	1)EMRS Ajmer Saudane	Nashik
	2)EMRS Pimpri Sadroddin	Nashik
	3)EMRS Maveshi	Ahmednagar
	4)EMRS Peth Road	Nashik
	5)EMRS Kambalgaon	Palghar
	6)EMRS Shinde Digar	Nashik
	7)EMRS Titve	Nashik
	1)EMRS Devada	Chandrapur
	2)EMRS Aheri	Gadchiroli
	3)EMRS Borgaon	Gondiya
	4)EMRS Khairi Parsoda	Nagpur
	5)EMRS Chikhaldara	Amravati
Kerala	1) EMRS Idukki	Idukki
Uttar Pradesh	1) EMRS Saunaha	Kheri
Rajasthan	1)EMRS Danvav	Sirohi
	2)EMRS Niwai	Tonk

	3)EMRS Kherwara	Udaipur
Gujarat	1)EMRS Ambaji	Banas Kantha
	2) EMRS Jagana	Banas Kantha
	3) EMRS Shamalaji -1	Arvalli
	4) EMRS Shamalaji -2	Arvalli
	5) EMRS Puniyavant	Chhotaudepur
	6) EMRS Kharedi	Dahod
	7) EMRS Lukhadiya	Dahod
	8) EMRS Kadana	Mahisagar
	9) EMRS Vejalpur	Panch Mahal
Andhra Pradesh	EMRS Y Ramavaram	East Godavari
	EMRS Dornala	Prakasam
	EMRS Kodavalur	SPS Nellore
	EMRS GK Veedhi	Visakhapatanam
	EMRS Dumbriguda	Visakhapatanam
	EMRS Munchigaput	Visakhapatanam
Madhya Pradesh	EMRS GUNA	Guna
	EMRS Panda	Bhopal
Karnataka	EMRS Managala	Chamarajanagar
	EMRS Gangannagaripalli	Kolar

ANNEXURE II

APPLICATION - TECHNICAL BID

For operating/running canteen services in the ICMR-NIRTH premises

1. Name of Tendering Agency :
   (Attach certificate of registration)
2. Name of proprietor/Director of Company/ Firm/ Agency :
3. Full Address of Reg. Office :

   Telephone No :
   FAX No :
   E-Mail Address :
4. Full Address of Operating/ Branch Office :

   Telephone No :
   FAX No :
   E-Mail Address :
5. PAN / TIN number :
   (Attach self-attested copy)
6. GST No. :
   (Attach self-attested copy)
7. Self-certification to the effect that the firm has not been banned/black listed by any Ministry/Department in the past.
8. Give details of the major similar contracts handled by the tendering Company / Firm / Agency during the last three years from Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres in the following format:

SI. No.	**Details of client along with address, telephone and FAX numbers**	**Duration of Contract**	
		From	**To**
1.			
2.			
3.			

(if the space provided is insufficient, a separate sheet may be attached)

9. Additional information, if any (Attach separate sheet, if required)
10. Details of Earnest Money Deposit: Rs 30,000 /- (Thirty thousand only)
    D.D. No.……Date……..Drawn of Bank…….……

Date:
Place:

Signature of authorized person
Name:
Seal:

ANNEXURE-II-A

DECLARATION

1. I……Son / Daughter / Wife of Shri ……Proprietor/Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this document;
2. I have carefully read and understood all the terms and conditions of the tender for annual contract for operating/running the Canteen in ICMR-NIRTH, Jabalpur and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date — Signature of authorized person

Place — with Stamp

ANNEXURE III

APPLICATION - FINANCIAL BID

For outsourcing of laboratory investigations

1: Name of Firm/company/Agency……..

Items to be served at the time of breakfast, lunch, dinner, evening snacks, tea-time, etc.: -

S. No	Test name	Quoted Price
1	Hb (gm/dl)	
2	RBC (cells/cumm)	
3	Mean Corpuscular Volume (MCV)	
4	Mean corpuscular hemoglobin (MCH)	
5	Mean corpuscular hemoglobin concentration (MCHC)	
6	Hematocrit (Packed Cell Volume) (%)	
7	Red cell distribution width (RDW) (%)	
8	TLC (cells/cumm)	
9	DLC – N %	
10	E %	
11	B %	
12	L %	
13	M%	
14	Platelet count (lakhs/cumm)	
15	Sr. Iron + TIBC	
16	Sr. Ferritin	
17	Vit. B12	
18	Liver function Test (SGOT, SGPT, Total protein, Serum Albumin, Serum Globulin, Serum Alkaline phosphatase, Total Serum Bilirubin, Conjugated Bilirubin)	
20	RFT (Urea, Creatinine, Uric Acid)	
	TOTAL	

ANNEXURE-IV

(To be typed on 100 rupees Stamp Paper)

Performance Bank Security

Bank Guarantee No.:_____

Amount of Guarantee: Rs._____

Valid Upto:_____

Guarantee Cover from:_____to_____

The Director,
ICMR-National Institute of Research in Tribal Health,
(Indian Council of Medical Research)
Ministry of Health, Govt. ofIndia
Nagpur Road, P.O. Garha, Jabalpur –482003

This deed of guarantee executed by (Name of Bank) ……. Constituted under the (Bank Act) …… having its Corporate Centre at …… and amongst other places a Branch, ……. …… (hereinafter referred to as "the Bank") in favour of **ICMR-National Institute of Research in Tribal Health – Jabalpur-482003**. (hereinafter referred to as "**the Beneficiary**") for an amount not exceeding Rs. ……..(Rupees ……..) at the request of (Name of Firm) ……. (hereinafter referred to as "the Contractors").

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. ……. (Rupees ……..) and the Guarantee shall remain in full force upto …….. and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the bank on or before…….

Where as you have entered in to a contract reference No. ……. Dated ……. With (Name of Firm ……..…… for the "Outsourcing of Laboratory Investigations" and whereas (Name of Firm) ……. has undertaken to produce Bank Guarantee for Rs. 50,000/- (Rs. Fifty thousand only) to secure its obligations to **ICMR-National Institute of Research in Tribal Health – Jabalpur – 482003**. for the contract period from _____ to _____.

We, (Name of Bank) ……. Hereby expressly irrevocably and unreservedly undertake and guarantee as Principal obliges on behalf of (Name of Firm) ……..……..…….. that in the event **ICMR-National Institute of Research in Tribal Health, Jabalpur**–482003 declares to us through you that (Name of Firm) …… has not fulfilled the obligations under the said contract to pay you on demand without any reference to M/s …… …….. an amount of Rs. ……. (Rupees ……..……..) Notwithstanding any right/disputes raised by (Name of Firm) ……..……. …… or any said or proceedings pending in any competent Indian Court or before any arbitration tribunal, your written demand shall be conclusive evidence to us that such payment is payable under the terms of the said contract and shall be binding in all respect onus.

We shall not be discharged or released from the aforesaid undertaking and guarantee by any arrangements, variations made between you and (Name of Firm) …… indulgence to (Name of Firm) ……. by you with or without our consent and knowledge or by alterations in the obligations of (Name of Firm) ……..…. by any forbearance whether as to payment time performance or otherwise.

We further agree and undertake not to revoke this guarantee before the same is discharged in writing by you.

This guarantee shall remain valid until …… Notwithstanding anything contained herein. Our liability under this guarantee is restricted to Rs. …….. (Rupees …… …….).
This Bank Guarantee shall be valid up to……
We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if your serve upon us a written claim or demand and received by us or before ……. i.e. the date of expiry of this bank guarantee. The Bank Guarantee should be returned to us after the expiry date for cancellation purpose, even if the original guarantee is not returned, our liability on this guarantee ceased to exist.

Dated at …….. at this …… Day of……

Dated:
Place:

Bank)
Witness (Name, Address &Signature)

1.

2.

ANNEXURE-V

(To be submitted on Agency's Letter Head)

To,

The Director
ICMR-National Institute of Research in Tribal Health,
Nagpur Road, P.O.-Garha,
Jabalpur – 482 003.

Sub: Authority letter

Sir,

I hereby authorized Mr._____ having Aadhar no./Voter id/ Pan card (copy enclosed) _____ to attend technical/financial bid opened on _____ at ICMR-National Institute of Research in Tribal Health, Jabalpur.

Name:
Seal:

Date:
Place:

ANNEXURE-VI

Certificate on Non-Participation of near Relatives in the Tender

(ICMR-NIRTH, Jabalpur)

CERTIFICATE

I _____ S/o _____ , R/O hereby certify that none of my relative(s) is/are employed in ICMR-NIRTH, Jabalpur. In case at any stage, it is found that the information given by me is false/incorrect, ICMR-NIRTH, Jabalpur shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed _____

For and on behalf of the Contractor
Name (caps) _____

Position _____

Date _____

Note : In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and bid security/security deposit shall be forfeited at any stage whenever it is so noticed. The department shall not pay any damages to the company or firm or the concerned person. The company or firm or the persons shall also be debarred for further participation in the concerned unit.

Signature of the Bidder