



icmr
INDIAN COUNCIL OF
MEDICAL RESEARCH

NIE
NATIONAL INSTITUTE OF
EPIDEMIOLOGY

Notice Inviting Tender

For

Engagement of Testing Laboratory

For Carrying Out Laboratory Tests for Blood Metabolites – Polycyclic Aromatic Hydrocarbons (PAH)
under study title

Health Impact of Petroleum Oil Leak among residents of Tondiarpet, Chennai – A Cross Sectional
Study Sponsored by

Tamil Nadu Pollution Control Board (TNPCB)

27.01.2022

ICMR – National Institute of Epidemiology

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Disclaimer

1. Though adequate care has been taken while preparing the Notice Inviting Tender, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven (07) days from the date of notification of Notice/ Issue of the Notice, it shall be considered that the Notice is complete in all respects.
2. ICMR-National Institute of Epidemiology, Chennai reserves the right to modify, amend or supplement this Notice.
3. While this Notice has been prepared in good faith, neither ICMR-NIE nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules and regulations as to the accuracy, reliability or completeness of this Notice, even if any loss or damage is caused by any act or omission on their part.

Place: Chennai

Date: 27.01.2022

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1. Bid Information Sheet

The time schedules for various tender related events are follows:

Document Description	Tender document for “Engagement of Testing Laboratory for carrying out Laboratory Tests- Blood Metabolites-Polycyclic Aromatic Hydrocarbons (PAH)” under Project title “Health Impact of Petroleum Oil Leak among residents of Tondiarpet, Chennai – A Cross Sectional Study” for ICMR-NIE, Chennai.
Notice Inviting Bid No. & Date	Ref. No. NIE/Stores/E-Tender-03/2021/ dated 27.01.2022
Bid Submission Start Date	27.01.2022 – 15.00 PM
Last date & Time of Submission of Bid	07.02.2022 – 15.00 PM
Bid Opening Date	08.02.2022 – 15:00 PM
Validity of Bid	90 days (ninety days) from the date of opening of bid
Tender Inviting Authority	Administrative Officer
ICMR-NIE GSTIN	PAN – AEAT4818Q GSTIN – 33AAEAT4818Q2ZY
Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the Notice Inviting Bid through the websites www.eprocure.gov.in and www.nie.gov.in . No separate notification will be issued for such notices/amendments/clarifications etc. in print media or individually.	

ADMINISTRATIVE OFFICER

2. Introduction

ICMR-National Institute of Epidemiology (ICMR-NIE) is one of the permanent research institutes of Indian Council of Medical Research (ICMR), Department of Health Research, Govt of India. The vision of ICMR-NIE is to be a catalyst for a vibrant national health system through responsive research, education and training in epidemiology and public health. The Institute carries out research studies on important public health problems in India including communicable and non-communicable diseases.

2.1 Document Purpose

ICMR-NIE proposes to conduct a research study entitled *“Health Impact of Petroleum Oil Leak among residents of Tondiarpet, Chennai – A Cross Sectional Study”*. The study has been sanctioned and is proposed to be initiated soon.

2.2 Primary Study Objective

To assess the health impact of the population exposed to oil pipeline-leak in Tondiarpet area and unexposed population in Royapuram area in Chennai and to collect the current environmental petroleum exposure data in both study areas and collect historical environmental data at the exposed area.

2.3 Brief summary

Petroleum products contain more than 1000 chemicals, which are considered as carcinogens. The exposure (both acute and chronic) to chemical components of petroleum products can affect the health and cause illness. Although pipeline transportation of natural gas and petroleum is considered safer and cheaper than ground transportation, pipeline failures, failing infrastructure, human errors, and natural disasters can result in major pipeline disasters. As such, previous incidents have been shown to cause detrimental effects to the environment and the public's safety. Oil spills have major environmental and economic effects as well affects human health.

Northern part of Chennai is a major industrial hub and many petroleum refineries, storage terminals are also located. The petroleum products are transported to the storage terminals from the refineries using underground pipelines, which traverse through residential and commercial areas. Leakage in the petroleum carrying pipeline systems had been reported in news papers in the past. One such leakage incidence took place in an underground pipeline of Bharat Petroleum Corporation Limited (BPCL), at Tondiarpet area of Chennai during the year 2013. That underground pipeline was laid between Chennai Port and BPCL terminal and transporting motor spirit and high speed diesel petroleum products. A public complaint was filed by the residents of Tondiarpet regarding contamination of groundwater. The complaint was investigated by Tamil Nadu Pollution Control Board (TNPCB) on 13/07/2013 and the inspection revealed presence of petroleum products in groundwater. A public interest litigation (PIL) petition was filed in Hon'ble National Green Tribunal (NGT), South Bench, Chennai by residents, which was admitted as Application No. 176 of 2013 in August 2013. Following, BPCL has dummied and abandoned that pipeline and the initiated remediation works as per the directions of Central Pollution Control Board. Some of remediation work include provision of water to the public residing in the complained area and to measures to extract the spilled petroleum products from the ground.

A joint meeting was conducted by the stakeholders on 1st March 2018 to take stock of the remediation work and finalize further action plan for expediting the remediation process. As decided by the Committee, TNPCB has requested ICMR-National Institute of Epidemiology/ICMR-National Institute for Research in Environmental Health/ICMR-National Institute of Occupational Health to work in coordination to conduct a study to assess the health impact due to oil leakage in the population living in the affected area and submit the report.

ICMR-NIE conducted a consultative meeting involving experts in General Medicine (Madras Medical College), Environmental Engineering (IIT-Madras), Occupational Health (ICMR-NIOH) and Epidemiology (ICMR-NIE) on 6th January 2020 to discuss and finalize the plan for assessing the health impact of the residents living in the affected area. As decided in the meeting, we propose to conduct the study with the objective to assess the health impact of the population exposed to oil pipeline-leak in Tondiarpet area and unexposed population in Royapuram area in Chennai in collaboration with IIT-Madras, Madras Medical College, ICMR-NIOH-ROHC(S), ICMR-NIREH.

The Testing Laboratory should submit their plan in accordance with the Scope of Work as part of Technical Bid Format and Professional fee for Services as part of Commercial Bid Format.

The list of tasks, activities and special conditions of the work are given in chapter 4 of the Notice. The testing Laboratory would work closely with ICMR-NIE, Chennai and direct the execution of work comprising of the tasks as mentioned in Chapter 4 and as per in strict compliance with protocol to ensure that all project aspects are executed precisely.

3. Definition

- “Notice Inviting Tender” means all Volumes and its Annexures and any other documents provided along with this Notice or issued during the course of the selection of bidder, seeking a set of solution(s), service(s), materials and/or any combination of them.
- “Contract/Agreement/Contract Agreement/Master Service Agreement” means’ The agreement to be signed between the successful bidder and ICMR – NIE, including all attachments, appendices, all documents incorporated by reference there to together with any subsequent modifications, the Notice, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- “Bidder” means any accredited laboratory registered in India or having registered office in India submitting response, offering the solution(s), service(s) and/or materials as required in the Notice. The word Bidder when used in the pre-award period shall be synonymous with parties bidding against this Notice, and when used after award of the Contract shall mean the successful party (System Integrator (SI)) with whom the agreement is signed for rendering of services for implementation of this project.
- “Proposal/Bid” means the Pre-Qualification, Technical and Commercial bids submitted for this project against this Notice.
- “Authorized Signatory” shall indicate the authorized person/signatory who can discuss and correspond with the ICMR – NIE, with regard to the obligations under the contract.
- “Bid Deadline” shall mean the last date and time for submission of Bid in response to this Notice as specified in information Sheet therein including all amendments there to;
- “Chartered Accountant” shall mean a person practicing in India or a firm where all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- “Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
- “Contract” shall mean the Contract signed by the Parties and all the attached documents listed in the Notice, also including all amendments/clarifications thereof;
- “ICMR” shall mean Indian Council of Medical Research (ICMR Hqrs. And ICMR Institutes) (An Autonomous Body under MOHFW)
- “Selected Bidder or Successful Bidder” shall mean the eligible Bidder who has been selected based on this tender Document issued by ICMR – NIE;
- “Services” shall mean requirements defined in this Notice including all necessary and additional services associated thereto to be delivered by the bidder related to the Scope of Work.
- “The Government” means the Government of India.
- “Day” means calendar day;
- “Week” means calendar week;
- “Month” means calendar month;
- “TEC” means Technical Evaluation Committee;
- “SP” means Service Provider
- “Corrupt practice” means: (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action 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 ICMR – NIE who is or has been associated in any manner, directly or indirectly with the selection process or the Letter of Intent or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or

otherwise ceases to be in the service of the ICMR – NIE, shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the Letter of Agreement (LOA) or after the execution of the agreement, as the case maybe, any person in respect of any matter relating to the project or the LOA or the agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the ICMR – NIE in relation to any matter concerning the project;

- “Fraudulent practice” means a misrepresentation or omission off acts or disclosure of incomplete facts, in order to influence the selection process;
- “Coercive” means property to influence any person’s participation or action in the selection process;
- “Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons
- “Undesirable practice” means: (i) establishing contact with any person connected with or employed or engaged by ICMR – NIE 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
- “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

4. Scope of Work

Through this Notice, ICMR-NIE is looking for an outsourced partner to provide laboratory services for Blood Metabolites under the “Health Impact of Petroleum Oil Leak among residents of Tondiarpet, Chennai – A Cross Sectional Study”. The following services and tasks are requested to be performed by the Testing Laboratory for the study coordinated by ICMR-NIE and implemented at the study site, Chennai:

4.1. Sample size:

- Total sites: Chennai
- Overall sample size for the proposed study is 550
- Total number of samples to be tested: 550 numbers of blood
- Screening failure rate: around 20%
- Total number of visits: 1 time (V0: Screening)

4.2. Visit schedule and investigations during each visit:

Test	Details of Investigations	Test frequency
	Biological Monitoring of Blood petroleum metabolites (PAH metabolites)	1
	The list of 16 PAHs to be detected in Blood are as follows:	
Biochemistry	(1). Naphthalene (2). Acenaphthene (3). Acenaphthylene (4). Phenanthrene (5). Fluorene (6). Anthracene (7). Benz[a]anthracene (8). Chrysene (9). Pyrene (10). Fluoranthene (11). Benzo[b]fluoranthene (12). Benzo[k]fluoranthene (13). Benzo[a]pyrene (14). Indeno[1,2,3-cd] pyrene (15). Benzo[ghi]perylene (16). Dibenz[a,h]anthracene	

4.3. Methodology of sample processing:

- The testing laboratory should follow the methodology (mentioned below) prescribed by ICMR-NIE Laboratory for extraction of PAHs from Blood samples to be tested at the testing laboratory.

Extraction of PAHs in Blood samples:

Liquid-liquid extraction of PAHs was performed by taking 2 ml of blood with 3 ml n-hexane in an amber-coloured, capped conical flask (25 ml), which was kept in a shaker for 15 min. After this step, the upper

organic layer was collected in a stoppered glass tube; this extraction process was again repeated twice with n-hexane (10 min each time) and the resultant extracts were pooled with the previous one. Then the pooled extract was evaporated to 0.5 ml under a gentle stream of nitrogen and kept in the refrigerator until clean-up to avoid losses of lighter PAHs by volatilization.

4.4. Schedule of sample pick-up/transport

- Shipment of screening samples (V0) from field site to ICMR-NIE Laboratory is by ICMR-NIE.
- Shipment from ICMR-NIE Laboratory to Testing Laboratory for conducting investigations mentioned in 4.2 (2-8⁰C). The cost will be borne by the bidder.
- The turnaround time for tests mentioned in 4.2 should be less than 72 hours.

4.5. Consumable supply for sample collection, aliquoting, and transportation

- ICMR-NIE Laboratory to provide sample collection material including labels for sample collection tubes, transportation of EDTA blood samples, for the tests mentioned in 4.2 as well as for shipment of EDTA blood to testing laboratory.
- One aliquot of EDTA blood collected on V0 to be shipped to testing laboratory on a routine basis.

4.6. Data management

- The testing laboratory to give the results of the investigation to ICMR-NIE, Chennai by email and hard copy, with normal reference range values and units for each test carried out.
- The testing laboratory to maintain the database of (a). shipment details of samples received, (b). results of investigations conducted along with normal reference range values and units for each test carried out and should share the same with ICMR-NIE Laboratory on a real-time basis.
- The testing laboratory shall share the raw data as well as interpreted test results along with normal reference range values and units for each test carried out to ICMR-NIE Laboratory on a real-time basis.

Laboratory Investigations include the following list of 16 PAHs to be detected in Blood are as follows: (1). Naphthalene, (2). Acenaphthene, (3). Acenaphthylene, (4). Phenanthrene, (5). Fluorene, (6). Anthracene, (7). Benz[a]anthracene, (8). Chrysene, (9). Pyrene, (10). Fluoranthene, (11). Benzo[b]fluoranthene, (12). Benzo[k]fluoranthene, (13). Benzo[a]pyrene, (14). Indeno[1,2,3-cd] pyrene, (15). Benzo[ghi]perylene, (16). Dibenz[a,h]anthracene.

** Screening of participants: Collect blood in EDTA tube (4 ml) for blood PAH screening.

** Collect whole blood in one EDTA tube (4 ml) for blood PAH testing.

5. Bid Information and Instructions to Bidders

5.1 Clarification

The bidders should ensure that their queries regarding the tender reach ICMR - NIE **on or before 02.02.2022 – 15.00 PM**. Bidders may also email their queries to stores@nie.gov.in

5.1.1. Responses to Queries and Issue of Corrigendum

- i. ICMR – NIE will endeavor to provide timely response to all queries. However, ICMR – NIE makes no representation or warranty as to the completeness or accuracy of any response made in good faith.
- ii. At any time prior to the last date for receipt of bids, ICMR – NIE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Document by a corrigendum.
- iii. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.eprocure.gov.in.
- iv. Any such corrigendum shall be deemed to be incorporated into this tender.
- v. In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, NIE may, at its discretion, extend the last date for the receipt of Bids

5.2 BID format

The entire bid proposal shall be strictly as per the format specified in this Invitation for bids and any deviation may result in the rejection of the bid proposal. The scanned copies of the documents or pdf versions only need to be uploaded on the CPP portal.

The scanned versions of the documents or pdf versions of the following documents need to be uploaded on CPP portal.

- i. Format of Covering Letter (Format 1)
- ii. Format for Performance Bank Guarantee (Format 2)
- iii. Eligibility Criteria (Format 3)
- iv. Format for Technical Bid (Format 4)
- v. Format for Covering Letter for Financial Bid (Format 5)
- vi. Format for Price Bid (Format 6)
- vii. Format for Draft Contract Agreement (Format 7)
- viii. Annual Turnover (Format 8)
- ix. Format for Statutory Auditor's Certificate for Furnishing Net worth Details (Format 9)
- x. Manufacturers'/Producers/Parent companies Authorization Form, if applicable (Format 10)
- xi. Declaration that the company has not been blacklisted in last three years (Format 11)
- xii. Format for BID security Declaration (Format 12)

5.3 The bid document should outline:

- Brief company profile, services offered, accreditation, participation in EQUAs etc.
- A detailed proposed project management plan for undertaking the work/implementation of

services as detailed in the Scope of Work.

- Number and Competence of resources proposed to be allocated for the project which individual(s) will undertake the work, including why they are suitable to do so, and a short CV.
- All those Testing laboratories with proven track record in providing diagnostic laboratory services. Testing laboratories are encouraged to mention the study details such type of studies, sampler size, indication etc.
- Subsequent to assessment of submitted interests by a technical expert committee (TEC), the Testing laboratories may be subjected to evaluation audits (GCP/GCLP) as relevant and determined.

5.4 Validity of Bids

The validity of the bids shall be 90 days from the date of opening of bids.

5.5 Bidding Process:

- The bidders should submit their proposal online, general format, scope, and comprehensive details. The bidders satisfying the technical requirements of the Testing Laboratory as asked by ICMR-NIE and accepting the terms and conditions of this document shall be short-listed and may be called for a presentation.
- The shortlisted bidders will be security vetted. Bidders who fail to clear the security vetting will be disqualified from further selection.
- ICMR-NIE reserves the right to change above bidding process.

5.6 Instructions to Bidders

- i. As this tender document shall be following the e-tendering process, the bidders may download the tender document from www.eprocure.gov.in . No physical copy of the bid document would be made available.
- ii. Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- iii. The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender document or submission of a proposal not substantially responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of its tender Proposal.
- iv. The bidder is responsible for all costs incurred in connection with the participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/presentations, and preparation of bid along with providing any additional information required by ICMR - NIE to facilitate the evaluation process.
- v. ICMR – NIE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- vi. This tender does not commit ICMR – NIE to award a contract or to engage in

negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.

- vii. All materials submitted by the bidder will become the property of ICMR – NIE and may be returned completely at its sole discretion.
- viii. ICMR – NIE may terminate the tender process at any time and without assigning any reason. ICMR – NIE makes no commitments, express or implied that this process will result in a business transaction with anyone.
- ix. The cost of bidding and submission of bid documents is entirely the responsibility of bidders, regardless of the conduct or outcome of the process.

x. **Language of bids:** The bid and supporting documents shall be submitted in English.

xi. **Format and signing of bid:** Each page of the bid document should be numbered as ‘page n of total x pages’. Each page of the bid document must be signed and duly stamped by an authorized person of the bidding firm. Each bid will be submitted in the legal name of the bidder.

xii. **Last Date and Time for acceptance of Bids:** Duly completed bids along with all supporting documents should be submitted online through CPP Portal by latest by 22.01.2022 till 15:00hrs. Incomplete bids shall summarily be rejected.

xiii. **Signing of Agreement:** The successful bidder shall be required to enter into a Service and Confidentiality Agreement with ICMR-NIE.

xiv. **Response to the Notice:** The bidder must submit the following documents with the bid in response to the Notice Inviting Bid:

- Point wise compliance of each clause enumerated in the Notice.
- Eligibility Criteria checklist and related documents
- Technical Bid.
- Financial Bid (in excel format to be uploaded in the CPP Portal).
- Signed Copy of the Notice.
- Scanned copy Bid Security Declaration

Any Bid incomplete or not submitted in the given format or not duly paginated and signed by the authorized signatory of the Bidder shall be summarily rejected. Any deviation with the tender document should be clearly stated with the reasons thereof, as per Technical deviation format given.

5.7 Bid Security Declaration/Earnest Money Deposit (EMD)

Bidders are required to submit Bid securing declaration as per prescribed format. The scanned copy of Bid securing declaration shall be uploaded along with the bid document. By signing the bid security declaration, bidders are accepting that if they withdraw or modify their bids during the bid validity period, they will be suspended for a period of one year as specified in the prescribed format.

For unsuccessful bidders, the bid securing declaration shall cease to be valid upon receipt of the

notification of the successful bidder in the CPP-Portal or thirty days after the expiration of validity of this bid, whichever is earlier.

5.8 Method of submission

The response to tender Document should be in Two cover bid systems and its details are given below:

- i) **Technical Bid Cover** – Technical bid containing the details as per Format – 3 & 4 and other annexures should be uploaded in the CPP Portal under Technical bid cover.
- ii) **Financial Cover** –Financial bid in MS Excel format should be uploaded in the CPP Portal under Financial bid cover. Format of the price bid given in Format – 5 is for reference only.

Important Note: The bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner. Any deviation shall invite summary rejection of the bid.

5.9 Performance Guarantee

- i. The successful Tenderer shall, within 7 days from the date of receipt of communication of acceptance of quotes from NIE shall intimate his acceptance of the order. An Integrity Pact shall be submitted by the successful Tenderer.
- ii. The successful bidder shall be required to submit a **Performance Guarantee equivalent to 3% of the contract value** in the form of Bank Guarantee, Demand Draft issued by any Commercial Bank in India.
- iii. The performance Guarantee will remain valid for 60 days beyond the date of completion of all contractual obligations of the supplier.
- iv. The Performance security will be forfeited and credited to the Procuring Entity's account in the event of breach of contract by the contractor.
- v. The Performance Security will be refunded to the supplier without interest after the supplier duly performs and completes the contract in all respects.

5.10 Evaluation

- i. The Overall objective of this evaluation process is to select capable, qualified and accredited lab in the business domain of providing diagnostic laboratory services for clinical research
- ii. The competitive bids shall be evaluated in the following stages:
 - a. Stage 1 – Technical Evaluation (Technical Bid): Bidders must satisfy the Eligibility criteria as mentioned in the table 5.1. The technical proposal of the bidders will then be evaluated by a Technical Evaluation Committee. Only the financial bids of the bidders who passed the technical evaluation will be opened.
 - b. Stage 2 – Financial/Commercial Bid

Table 5.1

S. No.	Eligibility Criteria	Proof Required
1	The testing laboratory should follow the USEPA standards for carrying out testing of environmental samples for PAH detection and follow the standard operating procedures for the same with the recommended equipments/Instruments with normal reference range values and units. The testing laboratory should be registered in India under the Company Act, 1956 or have registered office in South India for last 5 years as on 31 st March 2021.	Copy of Certificate of Incorporation/Registration, Proof of NABL Accreditation.
2	Annual Gross Turnover Gross annual turnover of the Testing laboratories during the last three Financial years 2018-19, 2019-20 and 2020-21 from lab services should be at least INR 20 Lakhs	Audited financial Statements (reflecting overall turnover) /annual report containing financial statement for the last three financial years A certificate duly certified by the statutory auditor/CA of the bidder clearly mentioning the Gross annual turnover of the bidder. As per Format-9
4	The Testing laboratory should have a valid GST Registration and Income Tax returns and PAN card.	Copy of GST Registration Income Tax returns for last 3 financial years (till 2020-21) Statutory Audit report from CA for last 3 FY (till 20-21) copy of PAN card
5	As on date of submission of the bid, the Testing laboratory should not be blacklisted by any Government entity in India and that there is no legal incapacity preventing the Bidder to enter into a contract.	Certificate duly signed signatory As per Format- 11
6	Letter of authorization from OEM/Parent organization (if applicable).	Format-10 if applicable
7	Bid Security Declaration	Bid Security Declaration as per Format 12
8	Testing lab should have minimum 5 years' experience in providing diagnostic services for Clinical Laboratory Tests in India.	Copies of work orders/MoUs/Agreements
9	Testing lab should have completed, in last three financial year (i.e. current year and two previous financial years) at least one similar testing of amount Rs.20 lakhs or above	Copies of work orders/MoUs/Agreements
10.	In addition to USEPA standards, the testing laboratory should be recognised by the Central Pollution Control Board (CPCB) and/or Tamil Nadu Pollution Control Board (TNPCB)/Respective State Pollution Control Board as per Environmental Protection Act, 1986 (EPA1986).	Copy of Certificate to be attached

6. Special Conditions of Contract (SCC)

6.1 Instruction to Bidders

Bidder shall create a process document for carrying out the Testing lab activities and submit the same to ICMR-NIE within 7 days of the award of the contract. This document shall clearly define all the processes to be undertaken by the bidder and standard operating procedures (SOP), the processes involved to meet all the requirements in the chapter 4 and SLA.

- Bidder will provide the sufficient resources to fulfil service level requirements and availability as defined in this document.
- Bidder shall have to keep the call records updated with applicable call resolution time details, exclusion etc., for all trial site locations in Excel on monthly basis.
- Escalation matrix shall be given for the staff and other activities so that backup supports be available.
- The selected Company shall not, without ICMR-NIE's prior written consent, disclose the contract, or any provision thereof, of any specification, plan sample of information furnished by or on behalf of ICMR-NIE in connection therewith, to any person other than a person employed by the SP in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- All empaneled companies automatically agree with ICMR-NIE for honoring all aspect of fair-trade practices in executing the work orders placed by ICMR-NIE.
- ICMR-NIE will process the bid as per procedures mentioned in tender document. It however, reserves the right to reject any bid without assigning any reason. ICMR-NIE would not be under obligation to give any clarifications to those agencies whose bid have been rejected.
- ICMR-NIE reserves the right to modify and amend any of the tender condition/criterion depending upon Project priorities vis-à-vis urgent commitments. ICMR -NIE also reserves the right to cancel this bid without assigning any reason therefore.

6.2 Fraud and Corrupt Practices

- The Bidders 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 in this Notice, the ICMR-NIE shall reject the proposal without being liable in any manner whatsoever to the Bidder, if it determines that he Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the ICMR-NIE shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the authority, in regard to the Notice, including consideration and evaluation of such bidder's proposal.

6.3 Conflict of Interest

The bidder shall disclose to ICMR-NIE in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the core bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

6.4 Consequences of Termination

- a) In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], ICMR-NIE shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the service(s) which the vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- b) After signing of the agreement, ICMR – NIE reserves the right to modify/terminate the contract in case of technical/regulatory reasons.
- c) Nothing herein shall restrict the right of ICMR-NIE to invoke the Performance Bank Guarantee securities furnished if any, enforce the Deed of indemnity and pursue such other rights and /or remedies that may be available ICMR-NIE under law or otherwise.
- d) The termination hereof shall not affect any accrued right or liability if either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- e) If the bidder issues notice of termination based on the fact that there is change to its legal entity status or solvency or due to any Scheme of Merger or Demerger, then the Bidder is duty bound to identify the alternate mutually acceptable implementing Agency in order to ensure continuity of the obligations as per the SOW. If this is not possible before the effective date of the termination as notified, ICMR-NIE can exercise any of the rights as stated under the subclause (b) hereinabove.

6.5 Penalty

- The Bidder shall perform its obligations under the agreement entered into with the ICMR-NIE, in a professional manner.
- In the event of failure of executing the tasks as defined in Chapter 4, penalty would be levied per payment milestone period subject to a maximum of 10% of the payment for that period.
- ICMR-NIE may recover such amount of penalty from any payment being released to the Bidder.

- If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the ICMR-NIE has to take corrective actions to ensure functionality of its property, the ICMR-NIE reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- ICMR-NIE may impose penalty to the extent of delay caused due to non-performance and loss of time, if the delay was due to the actions directly attributable to the staff of Bidder.
- The ICMR-NIE shall implement all penalty clauses after giving due notice to the bidder
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the ICMR-NIE reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty for nonperformance. ICMR-NIE also reserves the right to get the work done through alternate agency and recover the cost of such work from the Performance Bank Guarantee of Bidder with ICMR-NIE.

6.6 Indemnification & Limitation of Liability

6.6.1 Subject to Clause below, Bidder (the “Indemnifying Party”) undertakes to indemnify, hold harmless the purchaser/ ICMR-NIE (the “Indemnified Party”) from and against all claims, liabilities, losses, expenses (including reasonable attorneys’ fees), fines, penalties, taxes or damages (Collectively “Lose”) on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party’s negligence or willful default in performance or non-performance under this Agreement.

The indemnities set out in Section 6.6 shall be subject to the following conditions:

- a. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnified Party may, at its sole cost and expense, reasonably participate through its attorney’s or otherwise, in such Defense;
- c. If the Indemnifying Party does not assume full control over the Defense of a Claim as provided in this Article, the Indemnified Party may participate in such Defense at its sole cost and expense, and the Indemnified Party may participate in such Defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- d. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the consent of the Indemnifying party.
- e. All settlements of claims subject to indemnification under this clause with:

- i. Be entered into only with the consent of the indemnified Party, which consent will not be unreasonable withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - ii. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f. The Indemnified Party shall account to the indemnifying party for all awards, settlements, damages and costs (if any) finally awarded in-favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- g. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- h. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will upon payment of such indemnity in full, be subrogated to all rights and defenses of the indemnified Party with respect to the claims to which such indemnification relates; and
- i. If a Party makes a claim under the indemnity set out under Section 6.6 above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).
 - The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Section 6.6.
 - In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claim (other than those set forth in Section 6.6) even if it has been advised of their possible existence.
 - The allocations of liability in this Section 6.6 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

6.7 Confidentiality, Data Security and Safety

- a. The Bidder shall comply with the requirements of the confidentiality, relevant security, safety and other requirements of the information as specifically stated in the Notice and follow the industry standards and National and International standards governing Clinical study related to confidentiality, safety and security (including those as stated in the Notice), in so far as it applies to the provision of the Services and information generated thereafter.
- b. The parties to the Agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized person (including unauthorized persons who are employees of any Party) wither to gain access to on interfere with the Purchaser as the case may be or any of their nominee's data, facilities or Confidential

information.

- c. The Bidder shall upon reasonable request by ICMR-NIE as the case may be or their nominee(s) participate in regular meetings when management report and security matters are reviewed.
- d. As per the provisions of this Agreement, the Bidder shall promptly report in writing to ICMR-NIE, any act or omission which they are aware that could have an adverse effect on the proper conduct of the Clinical Study

6.7.1 Confidential Information and Data Ownership

- 6.7.1.1 The “Confidential Information” means the confidential and proprietary information of Sponsor and includes (i) all information disclosed by or on behalf of ICMR-NIE, Site Institution, Investigator or other Institution’s personnel assisting in the conduct and managing of the Trial, including without limitation, the Lab Investigations, technical information relating to the lab investigations all Pre-Existing Intellectual Property and the contents of the Protocol; and (ii) Study enrolment information, information pertaining to the status of the Study, communications to and from regulatory authorities, information relating to the regulatory status of the Lab Investigations, Data in physical or electronic Data form..
- 6.7.1.2 Each party understands and agrees that a party’s may be injured by breach of any of the confidentiality provisions of this Agreement or breach of the exclusivity provisions of this Agreement, that money damages would not be a sufficient remedy for any such breach, and that a party (in the case of breaches of the confidentiality provisions) shall be entitled to seek injunctive relief as a remedy for any such breach and to enforce specifically the terms and provisions of this Agreement regarding same from the court of competent jurisdiction, this being in addition to any other remedy to which a party while seeking the benefit of this clause is entitled at law.
- 6.7.1.3 The ultimate owner shall be the ICMR-NIE and if required ICMR-NIE take the necessary punitive action against the Bidder regarding any forbidden disclosure.
- 6.7.1.4 To the extent Bidder shares its confidential or proprietary information with the Purchaser for effective performance of the Services; the provisions of the Clause 6.7.1.1 to 6.7.1.3 shall apply mutandis on the Purchaser or its nominated agencies.
- 6.7.1.5 Any handover of the confidential information needs to be maintained in a list, both by ICMR-NIE & bidder, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.

7. General Conditions of Contract (GCC)

7.1 Terms and Conditions

Rates: The charges quoted should include the entire facilities required to render the services without any hidden charges. All costs in the bid should be expressed in India Rupees without any dependence on exchange rate, duty or tax structure.

- 7.1.1 No payment over and above the quoted charges will be made by ICMR-NIE as the Price is inclusive of applicable GST.
- 7.1.2 **Technical Inspection and performance Evaluation:** ICMR-NIE may carry out a visit to the Bidders premises to assess the level of services and facilities etc. & performance evaluation (evaluation audits (GCP/GCLP) as relevant and determined) of solutions offered during the process of Technical Evaluation or thereafter, if required.
- 7.1.3 **Payments:** Payments for Services will be made by ICMR-NIE monthly after completion of the services for the month on submission of invoice along with performance reports. Payment will be released after deduction of applicable taxes.
- 7.1.4 In case of reduction in cost or in ward credit of GST, benefit shall accrue to ICMR-NIE.
- 7.1.5 **Publicity:** Any publicity by the vendor in which the name of ICMR-NIE is to be used should be done only with the explicit written permission of ICMR - NIE. If vendor fails to do so, it shall be considered a breach of contract.
- 7.1.6 **Performance Security/ Performance Bank Guarantee/PBG:** The successful bidder shall furnish, for the due and faithful fulfillment of the contract by him/her, an interest free security deposit in the form of Bank Guarantee of the commercial banks in favour of “The Director, National Institute of Epidemiology”, payable at Chennai (As per provision of GFR 171) equivalent to 3% of the value of the present Project valid for a period of 90 days beyond the date of completion of all the contractual obligation, which would be extended subsequently with the renewal of the Agreement. Bank Guarantee Performa is given in format 2.
- 7.1.7 PBG will be forfeited in case of non-compliance of any terms and conditions of Agreement and government rules, regulations, specific protocol provisions etc.

7.2 Force Majeure:

- Now with standing the provisions of the Notice, the Bidder shall not liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its failure to perform its obligations under the contract is the result of an event of Force Majeure.
- For purposes of this Clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client, either

in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, bandhs, political unrest.

- If a Force Majeure situation arises, the Bidder shall notify the client of such conditions within 7 days and the cause thereof. Unless otherwise directed by the ICMR-NIE in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event, the client may terminate this contract by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services for a period of more than 60 days.
- In case of any damage/ theft of ICMR-NIE resources, the sole responsibility to indemnify lies on the bidder.
- In case of urgent situations failure bidders shall provide corrective support on Holidays/ out of working hours.

7.3 Governing Law and Disputes

- All disputes, differences, claims and demands arising under or pursuant to or touching upon this Notice and the Agreement that will be entered into between the Bidder and ICMR-NIE shall be referred to the sole arbitrator constituted by the Director of ICMR-NIE. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and conciliation Act, 1996 or any statutory modification / re-enactment thereof for the time being in force. Such arbitration shall be held at Chennai.
- The Bidder shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by ICMR-NIE or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- The venue of the Arbitration shall be in Chennai. Any disputes and Arbitral proceedings would be subject to jurisdiction of Chennai courts only.

FORMAT-1

Covering Letter

Date: _____

Reference No: _____

From: _____ [Insert name and address of Bidding Company]

Tel #:

Fax #:

Email address#

To,

Director,

National Institute of Epidemiology,

R127, Tamil Nadu Housing Board, Ayapakkam,

Chennai 600077

Subject: Response to Notice Inviting Bid No. NIE/Stores/E-Tender-03/2021/ dated 27.01.2022 for tender document for Carried out Laboratory Test for Blood Metabolites – Polycyclic Aromatic Hydrocarbons (PAH)

Dear Sir,

We, the undersigned _____ [insert name of the Bidder] having read, examined and understood in details the notice hereby submit_ response to tender document. We confirm we have not submitted more than one response. We are submitting the Bid at ICMR – National Institute of Epidemiology.

1. We give our unconditional acceptance to the Notice Inviting Tender dated 27.01.2022 issued by ICMR - NIE and, the same have been initiated by us and enclosed with the Bid.
2. We have enclosed Bid Security Declaration
3. We have submitted our Bid strictly as per Formats for Bid submission of this Bid document, without any deviation, condition and without mentioning any assumptions or notes in the said Formats. We are hereby submitting our Proposal, which includes Compliance to Eligibility Criteria, Technical bid and Financial/Commercial Bid uploaded online.
4. We hereby unconditionally agree and accept that the decision made by ICMR-National Institute of Epidemiology, Chennai in respect of any matter regarding or arising out of the Notice Inviting Bid shall be binding on us. We hereby expressly waive and withdraw any and all claims in respect of this process.
5. **Familiarity with Relevant Indian Law and regulations:** We confirm that we have studied the provisions of the relevant Indian law and regulations as required to enable us to submit this response to tender document, in the event of our selection as Successful Bidder.

6. We are enclosing herewith our response to the tender document with formats duly signed as desired by you in the tender document for your consideration.
7. It is confirmed that our response to the tender document is consistent with all the requirements of submission as stated in the tender document and subsequent communications from ICMR-NIE.
8. The information submitted in our response to the tender document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the tender document.
9. We hereby declare that our company has not been debarred/ black listed by any Central/State Govt. Ministry or Department/Public Sector company/ Government autonomous body.
10. We confirm that all the terms and conditions of our Bid are valid up to _____ [insert date in dd/mm/yyyy] for acceptance (i.e. period of ninety (90) days from the date of opening of bids).

11. Contact Person

Details of representative to be contacted by ICMR - NIE are furnished as

under: Name: _____
Designation: _____
Company: _____
Address: _____
Phone Nos: _____
Mobile: _____
Fax Nos: _____
Email address: _____

12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge, is materially inaccurate or misleading. Further, all the confirmation, declaration and representation made in our Bid are true and accurate. In case this is found to be incorrect after our selection as successful bidder, we agree that the same would be treated as a Seller's event of default.

Dated the day of, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

FORMAT- 2

FORMAT FOR 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 selected Bidder') submitting the response to Bid inter alia for Carrying out laboratory tests for Blood Metabolites – Polycyclic Aromatic Hydrocarbons (PAH) in response to the Bid dated..... issued by ICMR-National Institute of Epidemiology, Chennai (hereinafter referred to as ICMR-NIE) and ICMR-NIE considering such response to the Bid of[insert the name of the selected Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, 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-NIE at [Insert Name of the Place from the address of ICMR NIE] forthwith on demand in writing from ICMR-NIE 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 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. _____ (Rs. _____ only).

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

The Guarantor Bank hereby agrees and acknowledges that ICMR - NIE 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-NIE, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to ICMR-NIE.

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 -NIE to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ICMR-NIE in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Chennai 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-NIE 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 - NIE 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. _____(Rs. _____only) and it shall remain in force until

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ICMR-NIE 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 Performance Bank Guarantee shall be executed by any of the Nationalized Bank.

Format 3
Compliance Sheet for Eligibility Criteria

S. No.	Basic Requirement	Provided	Reference & Page Number
1.	Particulars of the Bidders	Yes/No	
2.	The testing laboratory should follow the USEPA standards for carrying out testing of environmental samples for PAH detection and follow the standard operating procedures for the same with the recommended equipments/Instruments with normal reference range values and units. The testing laboratory should be registered in India under the Company Act, 1956 or have registered office in South India for last 5 years as on 31 st March 2021.	Yes/No	
3.	Annual Gross Turnover Gross annual turnover of the Testing laboratories during the last three Financial years 2018-19, 2019-20 and 2020-21 from lab services should be at least INR 20 Lakhs	Yes/No	
4.	The Testing laboratory should have a valid GST Registration and Income Tax returns and PAN card.	Yes/No	
5.	As on date of submission of the bid, the Testing laboratory should not be blacklisted by any Government entity in India and that there is no legal incapacity preventing the Bidder to enter into a contract.	Yes/No	
6.	Letter of authorization from OEM/Parent organization (if applicable).	Yes/No	
7.	Bid Security Declaration	Yes/No	
8.	Testing lab should have minimum 5 years' experience in providing diagnostic services for Clinical Laboratory Tests in India.	Yes/No	
9.	Testing lab should have completed, in last three financial year (i.e. current year and two previous financial years) at least one similar testing of amount Rs.20 lakhs or above	Yes/No	
10.	In addition to USEPA standards, the testing laboratory should be recognised by the Central Pollution Control Board (CPCB) and/or Tamil Nadu Pollution Control Board (TNPCB)/Respective State Pollution Control Board as per Environmental Protection Act, 1986 (EPA1986).	Yes/No	

Format 4
Format for Technical Bid

S. No.	Criteria	Details
1.	Company Profile with experience and capability	
2.	Execution plan as per scope of work	

Kindly enclose the documents as desired above and mention the details and number of documents in each column in the table given above.

FORMAT- 5
FINANCIAL PROPOSAL
Covering Letter
(On Bidder's letter head)

[Date and Reference]

To,
The Director,
National Institute of Epidemiology,
R127, Tamil Nadu Housing Board, Ayapakkam,
Chennai 600077
Tel./Fax No:

Sub: Response to Notice Inviting Tender for Laboratory Service Contract at ICMR-NIE vide
Ref No.-----

Dear Sir,
I/ We, (Applicant's name) have uploaded the Financial Proposal for
selection of my / our company for Carrying out laboratory tests for Blood Metabolites –
Polycyclic Aromatic Hydrocarbons (PAH) as a Bidder.

I/ We agree that this offer shall remain valid for a period of 90 (Ninety) days from the date of
opening of Bid or such further period as may be mutually agreed upon.

Yours faithfully,
(Signature, name and designation of the Authorized Signatory)

Note: The Financial/Commercial Proposal is to be submitted strictly as per forms given in the Notice.

FORMAT- 6

Subject: - Response to Notice Inviting Bid No. NIE/Stores/E-Tender-03/2021 Dated 27.01.2022 for Carrying out laboratory tests for Blood Metabolites – Polycyclic Aromatic Hydrocarbons (PAH) at ICMR-NIE, Chennai

Table-A: Cost Break up

S. No.	Particulars (refer Chapter 4. Scope of work in the tender document)	Quantity	Amount (per unit rate to be mentioned in the Price Bid (.xls) and uploaded in the CPP Portal)
1	For Study (V0)		
1.1	Biological Monitoring of Blood Petroleum Metabolites (PAH Metabolites) 16 PAHs to be detected in Blood are as follows: (1). Naphthalene (2). Acenaphthene (3). Acenaphthylene (4). Phenanthrene (5). Fluorene (6). Anthracene (7). Benz[a]anthracene (8). Chrysene (9). Pyrene (10). Fluoranthene (11). Benzo[b]fluoranthene (12). Benzo[k]fluoranthene (13). Benzo[a]pyrene (14). Indeno[1,2,3-cd] pyrene (15). Benzo[ghi]perylene (16). Dibenz[a,h]anthracene	550 Units	
2	Sample Pick-up and shipment Charges		
2.1	Sample pick-up and shipment charges (under cold-chain 2-8 ⁰ C) from ICMR-NIE to Testing Lab	550 Units	
3.	Any applicable charges		
4.	Applicable taxes		

Note:

- Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
- In the event of arithmetic calculation mistake, the individual price in words shall be

considered for calculation.

3. All figures are to be rounded off to the nearest Rupee only. Any figures given in paisa will not be considered.
4. The L-1 bidder will be decided on the basis on total cost of lab services. No cost will be paid which is not mentioned in the price bid.

Authorized
Signatory Name,
Designation
Name of the Company & Address

FORMAT- 7

Draft Contract Agreement (To be executed on Rs 100/- Stamp Paper/s)

This Agreement is made at Chennai on the _____ day of _____ 2022 Between ICMR-National Institute of Epidemiology, Chennai-600077 hereinafter called “the Purchaser” of the one part and _____ (Name of Successful Bidder) _____ of _____ (Address of Successful Bidder) hereinafter called “the Supplier” of the other part.

Whereas the Purchaser is desirous that certain Works should be executed, viz Laboratory Service Contract at ICMR- National Institute of Epidemiology, Chennai-600077 and trial sites where the clinical trial will be conducted (as described on these bidding documents) hereinafter called “the Works” and has accepted a bid by the Supplier for the execution and completion of such works and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read / construed as part of this Agreement, viz:
 - Letter of Award and Acceptance
 - Bid Information Sheet
 - Bid information and Instructions to Bidders
 - Bid Evaluation
 - Special Conditions of Contract (SCC)
 - General Conditions of Contract (GCC)
 - Formats for submission of Bid
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the works by * _____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs _____ being the sum stated in the letter of award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Jurisdiction of Court: The Courts at Chennai shall have the exclusive jurisdiction to try all disputes arising out this agreement between the parties with cause of action arising at Chennai.

Other disputes with cause of action arising at the respective Institutes/trial sites shall be within the concerned Courts / Tribunals of respective city where the sites are situated.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Supplier Signature of
the authorized official

For and on behalf of the Purchaser Signature of the
authorized official

Name of the official
Stamp/Seal of the Supplier

Name of the official
Stamp/Seal of the Purchaser

SIGNED, SEALED AND DELIVERED

By the said _____
Name _____ on behalf
of the Supplier in the presence of:
Witness _____
Name _____
Address _____

By the said _____
Name _____ on behalf
of the Supplier in the presence of:
Witness _____
Name _____
Address _____

Note:

** Blanks to be filled by the Purchaser at the time of finalization of the Form of Agreement.

Format 8
Annual Turnover

It is hereby certified that the Gross turnover of M/s. _____ (name of the bidder) from laboratory services for the last three years is as given below:

Annual Gross turnover for the last 3 Financial Years in Indian Rupees (in crore)			
Year (2018-2019)	Year (2019-20)	Year (2020-21)	

(Signature of Statutory Auditor/CA)
Name of Statutory Auditor/CA:
Name of Statutory Auditor/CA Firm:
Seal

Format 9

Format for Statutory Auditor's Certificate for Furnishing Net worth Details

We hereby certify that Positive Net Worth of M/s. _____(name of the bidder) as on 31st March, 2021 is positive and is as given below: Net worth as on 31st March, 2021 in Indian Rupees (in Lakhs)

	Net worth as on 31 st March, 2021 in Indian Rupees (in Lakhs)
Particular	
Paid up Share Capital	
Free Reserve	
Total	

(Signature of Statutory

Auditor) Name of Statutory

Auditor: Name of Statutory

Auditor Firm: Seal

Format 10
Parent Company Authorization Form (If applicable)

No. & Date:

To:

The Director

ICMR – National Institute of Epidemiology

Chennai

OEM Authorization Letter

Dear Sir:

Ref: Your Tender Ref: [*] dated [*]

We are established and reputable Company/Organization in providing _____ services having Office at (address of the office) do hereby authorize M/s _____ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a. Such Products as the ICMR-NIE may opt to purchase from the Supplier/Service Provider, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. In the event of termination of production of such Products:
 - i. Advance notification to the ICMR-NIE of the pending termination, in sufficient time to permit the ICMR to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the ICMR-NIE, operations manuals and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Format 11

Declaration that the Company has not been blacklisted in last three years

(To be submitted on the Letterhead of the responding SI)

{Place}

{Date}

To,

Ref: No: ----- dated -----

Subject: Self Declaration of not been blacklisted in response to the Tender for Carrying out laboratory tests for Blood Metabolites – Polycyclic Aromatic Hydrocarbons (PAH) at ICMR-NIE.

Dear Sir,

We confirm that our company, M/s._____, is not blacklisted in any manner whatsoever by any of the State/UT and/or Central Government in India in last three years on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Further it is confirmed that there is no legal incapacity that will bar the Bidder from entering into a Contract or Agreement or to undertake the specified Scope of Work

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Bid.

FORMAT 12
BID SECURING DECLARATION

(to be given by Bidders in Company letter head by Authorized Signatory)

Date: [insert date (as day, month and year)]
Notice Inviting Tender No.: [insert number of No]

To
The Director
ICMR – National Institute of Epidemiology
Ayapakkam, Chennai – 77.

We, the undersigned, declare that:

We hereby agree that, our firm will be disqualified from bidding in any contract with NIE, Chennai for a period of One Year starting from the date that we receive a notification from NIE, under the bid conditions, which are as follows:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender conditions during the period of bid validity specified in the tender document; or
 - (b) having been notified of the acceptance of our Bid by NIE, Chennai during the period of bid validity,
 - i. fail or refuse to execute the Contract Form, if required,
 - ii. fail or refuse to furnish the performance security, in accordance with the tender terms and Conditions mentioned in the tender document,
 - (c) have breached a provision of the Code of Integrity specified in the tender document;
- We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
- i. our receipt of your notification to us of the name of the successful Bidder; or
 - ii. thirty days after the expiration of our Bid.

Sign: [insert signature of person whose name and capacity are shown]

In the capacity of: _____

[insert legal capacity of person signing the Bid-Securing Declaration]

Name: _____

[insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of:

[insert complete name of Bidder] Dated on day of [insert date of signing] Corporate Seal

8. Information about Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing file size of the scanned document.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the e-tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the Secured Socket Layer 125-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.
- 6) Upon timely and successful submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 7) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

