

DATE: 28-11-2011

**NATIONAL INSTITUTE OF TECHNOLOGY
TIRUCHIRAPPALLI- 620015**

Tender for opening and running a “Clinical Laboratory” in NITT

Director NIT Tiruchirappalli invites Sealed Tender for opening, operation, supervision, management and running a “Clinical Laboratory” in the premises of National Institute of Technology, Tiruchirappalli for patients only against valid prescriptions of NIT doctors.

The tender notice can be downloaded from the Website of the NIT, www.nitt.edu. The cost of tender document is to be tendered in the form of pay order / draft drawn in favour of “Director, NIT” along with bid.

Minimum requirements for eligibility:-

1. The firm/lab technician must hold valid licenses as on the date of Bid opening in specified forms as issued by the competent authorities.
2. The firm/lab technician must not have been convicted by the competent authorities.
3. The firm/lab technician should have at least five years experience in clinical lab analysis.
4. VAT Registration certificate should be available with the bidder.
5. TIN be allotted to the firm.
6. The firm/ Lab Technician should have a turn over business of minimum Twenty five lakhs per year in running the clinical laboratory.

The Director, NIT, Tiruchirappalli reserves the right to reject all / any application received from the Chemists without assigning any reason thereof.

Last date for submission of tender is 20-12-2011 by 03.00 p.m. in the O/o the Registrar, NIT, Tiruchirappalli – 620015

Tender conditions

General terms and conditions of contract for operation, supervision, management and running of Clinical Laboratory within NITT Hospital.

1. All pages of the tender and related papers are to be duly authenticated by bidder (s) or authorized signatory on behalf of the company /firm.
2. Tenderer are to quote their rates both in figures and in words distinctly. No overwriting should be done. In case, the rate quoted in figures is found to be illegible, rates in words will be considered.
3. The applicant should be Indian National. The tenderer should have five years experience in clinical laboratory analytical procedures.
4. The Tenderer/ Bidders are advised to visit the NITT clinical laboratory before casting the tender.
5. That the intended tenderer shall ensure that there is no tender has been submitted by the tenderer on behalf of other agency or the tenderer is not a partner or director of a firm that firm/ company has participated in the said contract. If subsequently on acceptance of tender, it is found that the successful bidder is also one of the beneficiaries of the intended firm that had participated in the said tender, award of contract would be stand terminated forthwith alongside the security deposits also be stand forfeited.
6. The bidder/tenderer should engage a full time qualified lab technician with approved qualifications. The details of the lab technician is to be enclosed, failing which the tender will be rejected.
7. In the event of failure on the part of the agency/lab technician to provide adequate service, then, necessary action will be taken by the management of NITT. If there is any complaint against the agency/lab technician, the agency/lab technician shall be afforded an opportunity to furnish explanation within 7 (seven) days. If the explanation is not satisfactory, the appropriate authority reserve the right to impose any penalty in addition to termination of contract and the decision of Director, NITT shall be final and binding on the agency/lab technician.
8. The agency shall arrange & will be responsible for all clearances /formalities in running the clinical laboratory in the allotted space.
9. Institute reserves the right, in future, at any point of time to create additional facilities for growing requirement of the Institute

10. Selected agency/lab technician shall be responsible for making available adequately qualified staff as required by the government norms.
11. The bidder/contractor/agency hereby indemnify that the agency/bidder shall not represent to a third party during the currency of Contract/service provision in NITT, as a employee of NITT and issue any identity card indicating any authority of NITT .
12. The Institute will reject a proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.
13. The bidders/tenderer should should submit the following:-
 - a. Credentials of their business operations – The turnover in clinical lab pharmacy business should not be less than Rs twenty five lakhs per annum.
 - b. Audited Balance sheets and profit and loss account of last three years.
14. The prospective agency ensure that the rejection of tender without any reason will not be caused for any liability to the affected bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such decision.
15. Bidder/firms whose license have been cancelled by the concerned authorities and for proceedings are pending in a Court of Law need not apply.
16. Director, NITT, reserves the right to reject all bids documents without assigning any reasons.
17. Tender is to be duly signed on all the pages as a token of having accepted all the terms and conditions (no thumb impression is to be affixed). The tender document is deemed to be part of the contract agreement, once the selected bidder/agency is awarded the contract.
18. That if the institute desires that it is not necessary to appoint agency for running of clinical laboratory , the institute may not go for further tender on expiry of two years. It is made clear that the notice inviting tender shall not be the precedent for floating of tender in respect of the premises for all times.
19. The terms and conditions of the tender and the agreement executed will be binding on the bidder/contractor/agency. This offer is being issued in accordance with the terms & conditions of NITT and in the manner specified herein shall operate to create a specific contract between the agency (with whom the contract referred to) on one part and NITT, on the other part.

20.The agency/lab technician has to give an affidavit duly attested by the Notary Public/Magistrate First class (in original) on a non-judicial stamp paper of Rs. 10/= that there is no vigilance/CBI case pending against the firm/lab technician.

21.The agency has to agree to all the terms and conditions, stipulated in the tender document, in this connection including service, penalty etc.

22.The successful agency has to undertake to sign the rate contract agreement within 21 (twenty one)days from the issue of the letter of acceptance, failing which EMD/security deposit may be forfeited . The successful agency shall have to enter into an agreement with the Institute and the cost incurred in this connection, shall be borne by the agency.

23.In case the agency furnishes false information their tenders/ bids will be rejected and their security deposit/EMD will stand forfeited.

24.At any time prior to the date of submission of bid, Director, NITT may, for any reason, whether at his own initiatives or in response to a clarification from a prospective agency, modify the bidding documents by an amendment. All prospective agency who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid. Director, NITT, may at his discretion, extends the date and time for submission of bids.

25.NITT reserves all rights to make any changes in terms and conditions of the tender and also to reject any or all bids without assigning any reason thereof.

26.That the intended tenderer shall ensure that there is no tender has been submitted by the tenderer on behalf of other agency or the tenderer is not a partner or director of a firm that firm/ company has participated in the said contract. If subsequently on acceptance of tender it is found that the successful bidder is also one of the beneficiary of the intended firm that had participated in the said tender, award of contract would be stand terminated forthwith alongside the security deposits also be stand forfeited.

27.Books of accounts, Store Accounts of chemicals and reagents and record of laboratory records shall be maintained as per approved procedure.

28.That the successful tenderer shall have to maintain the books of account reflecting the every days transaction of money and laboratory report documents.

29.That on violation of any terms and condition of contract, the administration have reserves the right to terminate the contract without assigning any reason on short period of notice.

30.That if there is any litigation for the default of tenderer and NITT become a

necessary party in the court, the tenderer shall have to borne the expenses to be incurred for the same.

31.Books of accounts and chemicals and reagents. In case of unsatisfactory performance with regard to maintenance of clinical laboratory as per subject name and description of work, schedule of work and terms and conditions of agreement pointed out during daily and periodical inspection by the concerned authority, the bidder/contractor will be penalized

32.The successful bidder for his own interest should have to carried out the minor repairing, maintenance, establishment of shop like furniture /fixtures, stationeries, if required connectivity of telephone for proper communication and that will have to be met by the successful bidder/ party concerned. The Institute shall allow the successful bidder for painting and whitewashing without Modifications of the existing premises, subject to approval of the Institute.

33.Performance Security is liable to be forfeited if selected Chemist:

- Fails to adhere to the terms and conditions of the contract.
- Non – availability of chemicals and reagents.
- Over – charging i.e. not offering the pre determined discount.
- Non-payment of rent / any other dues.

34.The selected bidder should also abide by the rules and regulations of the local/ Government authorities and provisions of law. The bidder will have to manage the Clinical Laboratory and will not sublet the same failing which the contract will be deemed to be terminated.

35.Licencee shall raise a claim bill for all the tests issued in the month at the rates specified. The claim bill along with all original prescriptions has to be submitted to CMO in the first week of every month for due verification and forwarding for payment. The bill may be submitted daywise/patientwise or in any other form indicated by NITT in hard and soft copy.

36.The bidder shall indemnify the Institute against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job, safety measures prevalent in India and will free the hospital from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The successful bidder will pay all indemnities arising from such incidents without any extra cost to hospital and will not hold the hospital responsible or obligated. NITT may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

37. "That on expiry of contract period, the license shall stand automatically cancelled".

That the successful tenderer shall have to vacate and handover peaceful possession on expiry of contract period. In any event, if the successful bidder intentionally and deliberately refused to vacate and handover the peaceful possession of the premises; the tenderer shall have to pay thrice of the rent payable in respect of the premises occupied by him in addition to any others expenses shall be incurred to vacate the premises.

38. Licensor will provide required space at NIT Hospital, Tiruchirappalli and other infrastructure facilities for which the LICENCEE has to pay the monthly license fees of Rs 3000(Rupees Three Thousand only) per month and the electricity charges will be paid as per consumption by LICENCEE.

39. A well trained /experienced lab technician should be placed at the clinical laboratory of NITT hospital to collect samples for testing . His entire remuneration and other expenses will be borne by the Lab contractor. The transport charge for the lab technician between Tiruchirappalai and NITT (to and fro) will be paid by NITT.

40. The clinical laboratory must be kept open during the working hours of NITT hospital i.e.,

7.30 a.m.To 12.00 noon and 3.30 To 6.30 p.m. on weekdays

7.30 a.m.To 12.00 noon on Saturday and Sunday.

42. The institute hospital will issue a **REIMBURSIBLE LIST** of clinical tests authorized by Chief Medical Officer (C.M.O) for testing to the eligible NITT patients. No alteration in the list will be allowed without a written consent of the C.M.O.

43. Treating doctors at the Institute Hospital will prescribe the clinical test to be carried out to the eligible patients. The authorized tests found in the **REIMBURSIBLE LIST** have to be carried out to the NITT approved patients without charges for which the NITT reimburse the charges.

44. The contractors shall raise the claim bill for the entire test items carried out (found in the REIMBURSIBLE LIST) in a month at the specified in their list with necessary taxes if any. The claim bill along with original prescription has to be submitted to the C.M.O in the first week of every month for due verification and forwarding for payment .NITT will make payment for the claim bill before the end of the month unless otherwise there is any discrepancy or wrong bills. The claim bill be both in hard and soft copy.

45. The clinical tests other than that listed in the REIMBURSIBLE LIST will not be reimbursed by the Institute .However tests can be carried out on receipt of payment from the patients (NITT employee and their dependents) with proper billing .It is the responsibility of the contractor to maintain the account on their own.

46. The list of lab technicians to work in NITT hospital must be submitted with their details including their educational qualification, address, contract phone, etc. to the C.M.O. for necessary permission and security pass. All those working in the lab shall maintain the code of conduct and disciplined behavior required by NITT. No unauthorized person shall be allowed inside the clinical laboratory .

47. The contract can be terminated within 30 days prior notice on either side. In extraordinary situations the Director reserves the rights to terminates the contract without assigning any reason

48. The contract is for period of two years initially and reviewed later for further renewal for one year period with mutual agreement between both parties . The contractor has to apply for renwal one month before the end of the contract period.

48. The bidder has to quote the rates for all the procedures specified by the CGHS. However the successful bidder will be decided only on the basis of the total lowest bid for the ‘often used tests’ specified by the Medical Officer, NITT. The CGHS approved rates and the list of ‘often used tests’ specified by the Medical Officer, NITT are in Annexure D.

49. The clinical reports should be of highest order of accuracy and if found any deviation, the contract will be terminated by the Director, immediately.

50. ELIGIBILITY

50.1	The firm/chemist must be holding valid licenses as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
50.2	The firm/chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under
50.3	That the bidder must have the experience of operating a Clinical Laboratory with a turn over of Rupees Twenty five lakhs per annum..
50.4	Copy of the Sales Tax (VAT) Registration Certificate is to be furnished. Organization shall also submit a certificate on the organization letter head stating that up-to-date returns have been filed there are no dues with the concerned department. Prospective bidder will also submit the copies of latest returns filed to the department of trade tax.

51. COST OF BIDDING

51.1	The bidders shall bear all the costs associated with the preparation and submission of their bid. The Institute in no case will be responsible or be liable for these costs regardless of conduct or outcome of the bidding process.
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52. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

52.1 The bidder must submit his Bid in two parts as mentioned below:

Part 1 : “Technical Bid”

52.02 Earnest Money

The bidder are required to submit their EMD amount of Rs.12,000/- (Rs. Twelve Thousand only) in the name of “Director NIT Tiruchirappalli” payable at Tiruchirappalli as Earnest Money. The demand draft / Bank Guarantee must be issued by a Scheduled Indian Bank. Original EMD should be submitted along with the technical bid, failing which the quotation will be summarily rejected and no communication will be entertained in this regard.

52.03 Documents establishing Bidders eligibility (Technical Bid)

The following documents should be submitted along with the tender bid as mentioned below.

a)	EMD Rs.12,000/- (Rs. Twelve Thousand only) in the form of Demand Draft / Bank Guarantee drawn in favour of Director, NIT Tiruchirappalli & payable at Tiruchirappalli.
b)	Duly attested copies of valid licenses held by the bidder as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940 and rules made there under. Copy of Drug License for preceding three years would be required.
c)	Copy of Declaration of bidder as per Annexure – A duly signed
d)	Copy of the valid Registration Certificate as per the applicable Act along with the list of Executive Members of the Organization/ Trust/ Firm
e)	TIN & Sales Tax / VAT Registration Certificate.
f)	Undertaking that the voluntary organization/trust/NGO has not been convicted by State Drugs Controller, and stating that no case is pending against the firm under the “Drugs and Cosmetics Act and Rules” as well as under the “Drugs Price Control Order” issued from time to time.
g)	Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder.

52.04 PERIOD OF CONTRACT

The contract shall initially be for a period of two years from the date of the signing of contract. However, strictly on the basis of the satisfactory performance it may be extended for a further period of one year at the sole discretion of the Director, NIT, Tiruchirappalli on the same terms and conditions.

52.05 RIGHT TO ACCEPT / REJECT ANY BID

The Director, NIT, Tiruchirappalli, reserves the right to annul the bidding Process and reject all bids at any time without assigning any reasons and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the such decision.

52.06 PERFORMANCE SECURITY GUARANTEE

The successful bidder will have to furnish a Performance Bank Guarantee for an amount of Rs. 30,000/- (Rs. Thirty Thousand only) either in the form of Bank Guarantee valid for 36 months (as per format at Annexure – B) issued by the Scheduled Bank or through Demand Draft payable to “Director, NIT, Trichy ”. No claim shall be made against NITT in respect of interest if any due on the Performance Security.

The Performance Bank guarantee should remain valid up to six months beyond the validity of the contract.

52.07 INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES

- (I) The Institute requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of this contract.
- (II) In pursuance of this policy, the terms are set forthwith as follows:
 - a) “corrupt practice” means offering, giving, receiving or soliciting any thing of value to influence the action of the public official in the contract execution; and
 - b) “fraudulent practice” means misrepresentation of facts in order to influence the execution of the contract to the detriment of the Institute, and it includes collusive practices among Bidders (prior to or after bid submission) designed to deprive the Institute of the benefits of free and open competition.
- (III) The Institute will reject a proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.
- (IV) The Institute will declare a firm ineligible, either indefinitely or for specified period of time, for award of the contract if at any time during tendering or, contract period it determines that the firm was engaged in corrupt and fraudulent practices in competing for or in executing the contract.

Part 2: “Commercial Bid”

53.

Duly filled-in prescribed Bid Form (**Price Bid** as per Annexure C) containing the rates offered .

Rates offered should be plus or minus 40% on the approved rates of CGHS

53.01

Contract will be awarded to the bidder who will quote total minimum on “often used tests”, subject to fulfilment of technical bid and all other terms and conditions. However the bidder has to quote rates for all the analysis mentioned in CGHS table.

53.02

The Bid is liable to be rejected, if the required information / documents have not been furnished as asked for. Individual signing the Bid and other documents must specify whether he signs as :

- i. A partner of the organization/trust/NGO, if it is in joint ownership/trusteeship/partnership then in that case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.

A person signing the Bid form or any document forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts on such other person. If on enquiry, it appears that the person so signing has no authority to do so, the NITT without prejudice to other Civil and Criminal remedies, can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

53.03 PERIOD OF VALIDITY OF BIDS

The Bids shall be valid for acceptance for 90 days after the date of bid opening and shall be further extendable by another 30 days at the request of NITT.

53.04 INVENTORY MANAGEMENT

1. Inventory management will be through computerized system
2. Periodical inspection by the duly constituted Monitoring Committee will be carried out to verify the stock position of medicines, cold chain maintenance, bar coding etc.

53.05 PENALTY

In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the Director, NIT/Specified Committee

53.06 FORFEITURE OF EMD / PERFORMANCE SECURITY.

(I) The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:

- i. To sign the contract in accordance with the terms and conditions, and
- ii. To furnish Performance Security as per the terms and conditions.

(II) Performance Security is liable to be forfeited if selected chemist:

- I) Fails to adhere to the terms and conditions of the contract
- II) Supplies any sub-standard, spurious medicines, substituted drug/molecule etc.
- III) Non – availability of common medicines / surgical consumables, etc.
- IV) Over – charging i.e. not offering the pre determined discount
- V) Non-payment of rent / any other dues.

54

54.01 SUBMISSION OF BIDS

Bidders will submit all the Bid documents, under two-bid system (Technical Bid & Price Bid in separate Sealed covers), only by hand or, by post in the name of “Director NIT Tiruchirappalli” by 20-12-2011 up to 03.00 p.m.

54.02 OPENING OF BIDS

Tender (Technical Bid) shall be opened in the A-11 Hall, NIT, Tiruchirappalli on 20-12-2011 at 4-00 p.m.

Check List**Certificates / Documents required to be submitted in the Techno-Commercial Bid**

The prospective bidders have to submit the following certificates / documents invariably along-with Techno-Commercial Bid. If these documents are not submitted/ conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

S.No.	Documents To be Submitted	Document Enclosed YES / NO	If Yes, Mention the Page No / Annexure No. Where mentioned / attached	Remarks
1	EMD in the form of Demand Draft / Bank Guarantee			
2	Duly attested copies of valid licenses held by the bidder as on the date of Bid opening in specified forms of various categories .			
3	Copy of Declaration of bidder as per Annexure – A duly signed.			
4	Copy of the valid Registration Certificate of the organisation as per the applicable Act			

5	TIN & Sales Tax / VAT Registration Certificate.			
6	Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder			

SIGNATURE OF TENDERER

**NATIONAL INSTITUTE OF TECHNOLOGY
TIRUCHIRAPPALLI – 620 015**

Tender document for opening and running a “CLINICAL LABORATORY” in the premises of National Institute of Technology for NITT identified patients.

Bidding Schedule

The detailed schedule for the same is as follows :-

1	Price of Bid documents :	Rs.2,000/- in the form of pay order / draft drawn in favour of “Director NIT”, Tiruchirappalli - 620015.
2	Issue of blank Bid documents :	Tender document* will be available on the NITT website from where it may be downloaded.
3	Web site address for blank bid :	www.nitt.edu
4	Date of floating the tender	28-11-2011
6	Amount of earnest money deposit :	Rs.12,000/- (Rs. Twelve Thousand only) by D. D./ P.O.
7	Method of submission	By Hand/By Post
8	Last date & time for submission of Bid:	20-12-2011 upto 03.00 p.m.
9	Date & Venue for Tender Opening :	20-12-2011 at 04.00 p.m. (A-11 Hall)

In the event of the date being declared as a closed holiday for Institute’s office, the due date for submission of bids and opening of bids will be the following working day at the same time in the same venue times, the intending tenderer may represent for opening the bid documents in the presence of attending agencies or their authorized representatives, if any.

* In case the tender documents are downloaded from the website :

The bidders may download the tender documents directly from the website available at www.nitt.edu. In such case, the bidders are required to submit the tender cost fee of Rs. 2000/- (non-refundable) by way of separate demand draft drawn in favour of Director, NIT Tiruchirappalli , and the same should essentially be enclosed along with the techno commercial bid. The bidders should specifically superscribe, “downloaded from the website” on the top left corner of the outer envelope containing techno-commercial bid & price bid separately. In no case, the tender cost fee should be mixed with EMD amount. The tenders not following the above procedure will be summarily rejected. Tenders should be submitted in two stage – two envelope system; Part-I containing technical bid in one sealed cover and Part-II containing price bids/financial bids in other sealed cover. All the pre-qualification documents including EMD as required in the tender document should invariably be accompanied with the technical bid. Tenders submitted without complying with the directions as above will be summarily rejected.

SECTION – I**Instruction to Bidders****1. COST OF BIDDING**

1.1	The bidders shall bear all the costs associated with the preparation and submission of their bid. The Institute in no case will be responsible or be liable for these costs regardless of conduct or outcome of the bidding process.
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2. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

The bidder must submit his Bid in two parts as mentioned below:

Part 1 : “Technical Bid”**2.1 Earnest Money**

The bidder are required to submit their EMD amount of Rs.12,000/- (Rs. Twelve Thousand only) in the name of “Director NIT Tiruchirappalli” payable at Tiruchirappalli as Earnest Money. The demand draft / Bank Guarantee must be issued by a Scheduled Indian Bank. Original EMD should be submitted along with the technical bid, failing which the quotation will be summarily rejected and no communication will be entertained in this regard.

2.2 Documents establishing Bidders eligibility (Technical Bid)

The following documents should be submitted along with the tender bid as mentioned below.

a)	EMD Rs.12,000/- (Rs. Twelve Thousand only) in the form of Demand Draft / Bank Guarantee drawn in favour of Director, NIT Tiruchirappalli & payable at Tiruchirappalli.
b)	Duly attested copies of valid licenses held by the bidder as on the date of Bid opening in specified forms for various categories e required.
c)	Copy of Declaration of bidder as per Annexure – A duly signed
d)	Copy of the valid Registration Certificate as per the applicable Act along with the list of Executive Members of the Organisation/ Trust/ Firm
e)	TIN & Sales Tax / VAT Registration Certificate.
f)	Undertaking that the voluntary organisation/trust/NGO has not been convicted by State Drugs Controller, and stating that no case is pending against the firm under the “Drugs and Cosmetics Act and Rules” as well as under the “Drugs Price Control Order” issued

	from time to time.
g)	Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder.

2.3 PERIOD OF CONTRACT

The contract shall initially be for a period of two years from the date of the signing of contract. However, strictly on the basis of the satisfactory performance it may be extended for a further period of one year at the sole discretion of the Director, NIT, Tiruchirappalli on the same terms and conditions.

2.4 RIGHT TO ACCEPT / REJECT ANY BID

The Director, NIT, Tiruchirappalli, reserves the right to annul the bidding Process and reject all bids at any time without assigning any reasons and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the such decision.

2.5 PERFORMANCE SECURITY GUARANTEE

The successful bidder will have to furnish a Performance Bank Guarantee for an amount of Rs. 30,000/- (Rs.Thirty Thousand only) either in the form of Bank Guarantee valid for 36 months (as per format at Annexure – B) issued by the Scheduled Bank or thorough Demand Draft payable to “Director, NITT”. No claim shall be made against NITT in respect of interest if any due on the Performance Security.

The Performance Bank guarantee should remain valid up to six months beyond the validity of the contract.

2.6 INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES

(I) The Institute requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of this contract.

(II) In pursuance of this policy, the terms are set forthwith as follows:

- a) “corrupt practice” means offering, giving, receiving or soliciting any thing of value to influence the action of the public official in the contract execution; and
- b) “fraudulent practice” means misrepresentation of facts in order to influence the execution of the contract to the detriment of the Institute, and it includes collusive practices among Bidders (prior to or after bid submission) designed to deprive the Institute of the benefits of free and open competition.

(III) The Institute will reject a proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.

(IV) The Institute will declare a firm ineligible, either indefinitely or for specified period of time, for award of the contract if at any time during tendering or, contract period it determines that the firm was engaged in corrupt and fraudulent practices in competing for or in executing the contract.

Part 2: “Commercial Bid”

2.7

Duly filled-in prescribed Bid Form (**Price Bid** as per Annexure C) containing the rates offered for various clinical tests have to be submitted.

2.8

Contract will be awarded to the bidder who will quote total minimum rate for the “often used tests “specified by the Medical Officer, NITT, subject to fulfilment of technical bid and all other terms and conditions.

2.9

The Bid is liable to be rejected, if the required information / documents have not been furnished as asked for. Individual signing the Bid and other documents must specify whether he signs as :

- i. A partner of the organisation/trust/NGO, if it is in joint ownership/trusteeship/partnership then in that case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.

A person signing the Bid form or any document forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts on such other person. If on enquiry, it appears that the person so signing has no authority to do so, the NITT without prejudice to other Civil and Criminal remedies, can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

2.10 PERIOD OF VALIDITY OF BIDS

The Bids shall be valid for acceptance for 90 days after the date of bid opening and shall be further extendable by another 30 days at the request of NITT

2.11 INVENTORY MANAGEMENT

1. Inventory management will be through computerized system
2. Periodical inspection by the duly constituted Monitoring Committee will be carried out to verify the stock position of medicines, cold chain maintenance, bar coding etc.

2.12 PENALTY

In case the firm/lab technician fails to adhere the common lab practices and ethics involved, a penalty will be imposed which has to be decided on the merit of the complaint by the Director, NIT/Specified Committee.

2.13 FORFEITURE OF EMD / PERFORMANCE SECURITY.

(I) The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:

- i. To sign the contract in accordance with the terms and conditions, and
- ii. To furnish Performance Security as per the terms and conditions.

(II) Performance Security is liable to be forfeited if selected chemist:

I) Fails to adhere to the terms and conditions of the contract

II) Over – charging i.e. not offering the pre determined rate

III) Non-payment of rent / any other dues.

2.14 SUBMISSION OF BIDS

Bidders will submit all the Bid documents, under two-bid system (Technical Bid & Price Bid in separate Sealed covers), only by hand or, by post in the name of “Director NIT Tiruchirappalli” by 20-12-2011 up to 03.00 p.m.

2.15 OPENING OF BIDS

Tender (Technical Bid) shall be opened in the A-11 Hall, NIT, Tiruchirappalli on 20-12-2011 at 4.00 p.m.

2.16 MISCELLANEOUS

The successful Bidder’s Earnest Money will be returned upon the Bidder executing the Contract and furnishing the Performance Security. Unsuccessful Bidder’s Earnest Money will be returned within 30 days after the successful completion of the tender process.

3. TERMINATION FOR DEFAULT

The NITT may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder terminate the Contract in whole or part:

- (a) If the bidder fails to provide any or all of the services within the period(s) specified in the Contract
- (b) If the bidder fails to perform any other obligation(s) under the Contract
- (c) If the bidder, in the judgement of the NITT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

4. INDEMNITY

The bidder shall indemnify the Institute against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job, safety measures prevalent in India and will free the hospital from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder’s negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to hospital and will not hold the hospital responsible or

obligated. NITT may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

5. ARBITRATION

The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise in between the institute and bidder in connection with or arising out of the contract, whether during the contract period or after completion and whether before or after the termination, abandonment or breach of contract, the same shall be referred to the sole arbitrator to be appointed by the institute. The decision of the arbitrator shall be final and binding. For all legal matters the jurisdiction will be only Madurai bench of Madras High court."

6. NOTICES

6.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below.

6.2 Notice shall be effective when delivered or on the notice's effective date, whichever is later.

SECTION -II
ANNEXURE – A

Declaration of Bidder

From:

Complete address of the bidder
with Phone/Fax & Mobile No.

To:

The Director,
National Institute of Technology,
Tiruchirappalli - 620015
Tamil Nadu

Dear Sir,

1. I / We hereby offer to open & run CLINICAL LABORATORY for patients attending NIT Hospital indicated in the Bid notice in the acceptance of Bid at the rate given in **Price Bid** attached and agree to hold this offer open till_____. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
3. I / we are fully aware of the nature of clinical tests in accordance with the requirements of patient.
4. I / we agree to give the clinical report in the standard formats.
- .
6. My / our organisation has not been convicted by the competent authorities/State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.

SIGNATURE OF WITNESS
NAME
ADDRESS:

SIGNATURE OF BIDDER
NAME
ADDRESS:

ANNEXURE – B**PERFORMANCE SECURITY FORM (PSF) (For an amount of Rs.30,000/- (Rupees Thirty Thousand only)**

To,
 Director,
 National Institute of Technology
 Tiruchirappalli

WHEREAS _____(Name of successful bidder)
 Hereinafter called “Successful Bidder” has undertaken, purchase Contract NO. _____
 Dated _____ 2011 to _____
 (Description of Services) hereinafter called “the Contract” in pursuance of Tender Document dated _____ issued by _____.

AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a scheduled bank for entering into a contract.

AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for the compliance with the successful bidder’s performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give guarantee for the successful bidder.

1.THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rs. 30,000/- (Rupees Thirty Thousand only) and we undertake to pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

2. A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

3.In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.

4. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and cognitions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

5. We undertake not to revoke this guarantee during its currency.

6. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

7. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of Two years or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of 20__ at

SIGNED, SEALED AND DELIVERED

For and on behalf of (Name of the bank)

By:

(Signature)

(Name)

(Designation)

(Address)

ANNEXURE – C**PRICE BID**

From:
Complete address of the bidder
with Phone/Fax & Mobile No.

To:
The Director,
National Institute of Technology,
Tiruchirappalli – 620 015

Dear Sir,

I/We hereby offer to provide clinical laboratory tests to patients at the rate given below:-

S.No.	Name of the Procedure (All 63 Procedures)	Rate Offered for all procedures	Rate Offered for often used tests	Rate Offered for often used tests in words
1				

Note : Bid of firms/ lab technicians quoting rates plus or minus 40% on the approved rates of CGHS shall be summarily rejected and no correspondence shall be entertained in this regard.

2) I also undertake to keep the above quoted rate of clinical tests on all procedures will be valid, till duration of this contract.

Signature_____Name_____

Rubber stamp

ANNEXTURE – D

LIST OF “OFTEN USED TESTS SPECIFIED BY MEDICAL OFFICER, NITT**Procedure category: Biochemistry**

S.No.	Procedure Name
1	Glucose
2	Blood Urea Nitrogen
3	Serum Creatinine
4	Serum Uric Acid
5	Serum Bilirubin total & direct
6	Serum Iron
7	Serum Cholesterol
8	Glucose (Fasting & PP)
9	Serum Calcium
10	Total Protein Alb/Glo Ratio
11	S.G.P.T.
12	S.G.O.T.
13	Serum Electrolyte
14	Triglyceride
15	Glucose Tolerance Test (GTT)
16	T3, T4, TSH
17	HDL Cholestrol
18	LH
19	FSH
20	Prolactin

Procedure category: Clinical Pathology:

S.No.	Procedure Name
1	Urine routine
2	Quantitative Albumin/Sugar
3	Urine Bile Pigment and Salt
4	Urine Ketones
5	Urine Occult Blood
6	Urine total proteins
7	Stool routine
8	Stool occult blood
9	Smear analysis

S.No.	Procedure Name
1	Haemoglobin (Hb)
2	Total Leucocytic Count (TLC)
3	Differential Leucocytic Count (DLC)
4	E.S.R.
5	Total Red Cell count
6	Platelet count
7	Absolute Eosinophil count
8	Peripheral Smear Examination
9	Smear for Malaria parasite
10	Bleeding & Clotting Time

CGHS APPROVED RATES

Procedure Rates		
Procedure Category: Bio-Chemistry		w.e.f. 4/3/2008
S.No.	Procedure Name	Rate (Rs.)
1	Glucose	30
2	Blood Urea Nitrogen	50
3	Serum Creatinine	57
4	Serum Uric Acid	55
5	Serum Bilirubin total & direct	50
6	Serum Iron	80
7	Serum Cholesterol	60
8	Total Iron Binding Capacity	100
9	Glucose (Fasting & PP)	50
10	Serum Calcium	60
11	Serum Phosphorus	60
12	Total Protein Alb/Glo Ratio	50
13	S.G.P.T.	60
14	S.G.O.T.	60
15	Serum amylase	100
16	Serum Electrolyte	64
17	Triglyceride	96
18	Glucose Tolerance Test (GTT)	100
19	C.P.K.	120
20	L.D.H.	120
21	Alkaline Phosphatase	60
22	Acid Phosphatase	80
23	CK MB	100
24	T3, T4, TSH	200
25	HDL Cholestrol	75
26	LH	150
27	FSH	200
28	Prolactin	200
29	Blood gas analysis	230
30	Blood gas analysis with electrolytes	295
31	Cortisol	270

Procedure Rates		
Procedure Category: Clinical Pathology		w.e.f. 4/3/2008
S.No.	Procedure Name	Rate (Rs.)
1	Urine routine	30
2	Quantitative Albumin/Sugar	15
3	Urine Bile Pigment and Salt	20
4	Urine Urobilinogen	30
5	Urine Ketones	30
6	Urine Occult Blood	24
7	Urine total proteins	30
8	Urine Sodium	60
9	Urine Chloride	60
10	Bence Jones protein	50
11	Stool routine	30
12	Stool occult blood	24
13	Post coital smear examination	40
14	Smear analysis	50
15	Body fluid (CSF/Ascitic Fluid etc.) Chemistry, Sugar, Protein etc.	75
16	Body fluid for Malignant cells	

Procedure Rates		
Procedure Category: Haematology		w.e.f. 4/3/2008
S.No.	Procedure Name	Rate (Rs.)
1	Haemoglobin (Hb)	24
2	Total Leucocytic Count (TLC)	24
3	Differential Leucocytic Count (DLC)	25
4	E.S.R.	24
5	Total Red Cell count	30
6	Platelet count	30
7	Reticulocyte count	30
8	Absolute Eosinophil count	30
9	Packed Cell Volume (PCV)	25
10	Peripheral Smear Examination	32
11	Smear for Malaria parasite	30
12	Bleeding & Clotting Time	30
13	Clot Retraction Time	24

14	R.B.C. Fragility Test	30
15	L.E. Cell	60
16	Foetal Haemoglobin (Hb-F)	