



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu

Phone:0431- 9486001137,

9442569023

e-Procurement Notice

Ref: NITT/F.No:002/REV.EXP.2020-21 AMC /HOS

Dated: 15.3.2021

Online tenders are hereby invited in **Two Bid system** from Indian Nationals for **Outsourcing of Medical Laboratory Services**.

Bidders can download complete set of bidding documents from e- procurement Platform <https://eprocure.gov.in/eprocure/app> from **15.3.2021 (6.00 PM)** onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <https://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 05.4.2021 (2.00 PM)
(Server time).

Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website:
<https://eprocure.gov.in/eprocure/app> and www.nitt.edu

CRITICAL DATE SHEET

Published Date	15.3.2021 (6.00 PM)
Bid Document Download Start Date	15.3.2021 (6.00 PM)
Clarification Start Date	Not Applicable
Clarification End Date	Not Applicable
Pre bid meeting	Not Applicable
Venue of Pre-bid Meeting	Not Applicable
Bid Submission Start Date	15.3.2021 (6.00 PM)
Bid Submission End Date	05.4.2021 (2.00 PM)
Bid Opening Date(Technical)	06.4.2021 (2.00 PM)
Bid Opening Date(Price)	Will be announced after technical evaluation

Note :*Bidder should submit the EMD as specified in the tender. The hard copy should be posted / couriered / **deposit in person to the Central Dispatch section** / Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.

This E-Tender is created and published as per the Recommendations and Approval of the respective Purchase Committee. For further queries / clarifications please contact the contact details available in Section III. BID Data Sheet (BDS).

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Hospital

Web: www.nitt.edu

Phone: 0431-9486001137,

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Tender Document (e - Procurement)

Tender Notification No	:	NITT/F.No:002/REV.EXP.2020-21 AMC /HOS
Date	:	10.3.2021
Name of the Department	:	Hospital
Name of the component	:	Outsourcing of Medical Laboratory Services
Quantity required	:	Services
EMD Amount	:	NIL. (Bid security declaration form to be submitted)
Last Date & Time of submission of Tender	:	05.4.2021 (2.00 PM)
Address for submission of Tender	:	THE DIRECTOR, NIT TIRUCHIRAPPALLI- 15 KIND ATTENTION TO: Dr.R.Priyanaka, Medica Officer, Hospital
Date & Time of opening of technical bid	:	06.4.2021 (2.00 PM)

Checklist for Bid / Tender Submission

(The following check-list must be filled in and submitted with the bid documents)

Sl.No.	Particulars	Yes / No
1.	Have you attached the techno commercial unpriced bid form duly filled in appropriately?	
2.	Have you attached a copy of the last three years audited balance sheet of your firm	
3.	Have you attached the copy of the GSTIN certificate	
4.	Have you attached the details of the income tax return certificate, proof of manufacturing unit/ dealership letter/ general order suppliers and copy of Central / State sales tax registration certificate?	
5.	Have you attached the copies of relevant work orders from Govt. Depts. / PSUs and Central Autonomous Bodies?	
6.	EMD: NIL (Bid Security declaration form to be submitted. (as specified in BDS).	
7.	Have you uploaded filled in Technical forms in Excel sheet	
8.	Have you uploaded the PDF of filled in Technical form of Excel Sheet	
9.	Have you submitted samples of all items indicated in the respective schedule of requirements at the address of tender inviting authority within due date.(if applicable as mentioned in the specification and requirements)	
10.	Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpricedbid?	
11.	Have you submitted the bids both techno commercial unpriced and priced bid separately for each tender?	
12.	Have you enclosed the statement of deviations from financial terms and conditions, if any?	
	PRICE BID	
1.	Have you signed and attached the priced bid form?	
2.	Have you attached the schedule of requirements duly priced?	

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Part - 1 Bidding Procedures

NIT, Tiruchirappalli

Section I: Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

1. Possession of valid Digital Signature Certificate (DSC) and enrollment / registration of the contractors / bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
2. Bidder should register for the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment / registration, the bidders should provide only valid and true information including valid E-mail id. All the correspondence shall be made directly with the contractors/bidders through E-mail id as registered.
3. Bidder need to login to the site through their user ID / password chosen during enrollment / registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken / SmartCard, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Contractor / Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bid online.
9. Bidder may log in to the site through the secured login by the user id / password chosen during enrolment / registration and then by submitting the password of the e-Token / Smartcard to access DSC.
10. Bidder may select the tender in which he / she is interested in by using the search option and then move it to the ‘my tenders’ folder.
11. From my tender folder, he / she may select the tender to view all the details uploaded there.
12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked ; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and ordinarily it shall be in PDF /xls / rar / jpg / dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “My Space option” and these can be selected as per tender requirements

and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

15. Bidder should submit the Tender Fee / EMD as specified in the tender. The hard copy should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
17. The details of the DD / any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
18. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.

PRICE BID

21. If the price bid format is provided in a spread sheet file like BoQ_xxxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid / BOQ template shall not be modified / replaced by the bidder ; else the bid submitted is liable to be rejected for the tender.
22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
23. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.

EVIDENCE FOR ONLINE BID SUBMISSION

24. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
26. 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 opening by the authorized bid openers.

27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone : **1-800-233-7315, 0120-4001005** or send an E-mail to cppp-nic@nic.in.

NIT, Tiruchirappalli

Section II : Instructions to Bidders

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Section II. Instructions to Bidders

A.General	
1	SCOPE OF BID
	Outsourcing of Medical Laboratory Services as per Specifications. Through out these Bidding Documents unless the context otherwise requires:“ a. ‘in writing ’ means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt; b. “ Institution means National Institute of Technology, Tiruchirappalli’
2	ELIGIBLE BIDDERS
2.1	A Bidder may be a firm, a company, a Limited Liability Partnership (LLP), a government-owned entity or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement.
2.2	In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and during the contract execution in the event the JV is awarded the contract. (Not applicable)
2.3	A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
a	directly or indirectly controls, is controlled by or is under common control with another Bidder; or
b	receives or has received any direct or indirect subsidy from another Bidder; or
c	has the same legal representative as another Bidder; or
d	has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
e	Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all Bids in which such Bidder is involved. This, however does not limit the inclusion of the same subcontractor in more than one bid; or
f	Has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract.
2.4	A foreign firm and individual may be ineligible if as a matter of law or regulations, India prohibits commercial relations with the country of bidder.
2.5	A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
3	CONTENTS OF BIDDING DOCUMENT

	3.1	The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.
	3.2	The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
	3.3	Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre- Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
	3.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents.
4	CLARIFICATION OF BIDDING DOCUMENTS, SITE VISIT, PRE-BID MEETING	
	4.1	A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS.
	4.2	The Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense
	4.3	The Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	4.4	The Bidder is advised to submit any questions in writing to reach the Purchaser not beyond one week preceding the meeting.
	4.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting shall not be a cause for disqualification of a Bidder.
5	Amendment of Bidding Document	
	5.1	At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on https://eprocure.gov.in/eprocure/app .
	5.2	Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser. The Purchaser shall also promptly publish the addendum on the Purchaser's webpage.
	5.3	The Purchaser may, at its discretion to give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, extend the deadline for the submission of bids.
C.PREPARATION OF BIDS		

6	LANGUAGE OF BID :																			
	The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.																			
7	Documents Comprising the Bid The tender/Bid shall be submitted online in two part, viz., Technical Bid and Commercial Bid.																			
7.1		<p>TECHNICAL BID The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:</p> <table border="1"> <tr> <td data-bbox="412 533 456 590">a</td> <td data-bbox="461 533 1404 590">Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter,);</td> </tr> <tr> <td data-bbox="412 596 456 632">b</td> <td data-bbox="461 596 1404 632">Scanned copy of the completed Schedules</td> </tr> <tr> <td data-bbox="412 638 456 674">c</td> <td data-bbox="461 638 1404 674">Scanned copy of Bid security declaration form</td> </tr> <tr> <td data-bbox="412 680 456 737">d</td> <td data-bbox="461 680 1404 737">Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;</td> </tr> <tr> <td data-bbox="412 743 456 877">e</td> <td data-bbox="461 743 1404 877">Scanned copy of documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted and the Bidder's eligibility to bid;</td> </tr> <tr> <td data-bbox="412 884 456 1039">f</td> <td data-bbox="461 884 1404 1039">Scanned copy of <ul style="list-style-type: none"> i. documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and ii. conform to the Bidding Documents, and iii. any other document required in the BDS; </td> </tr> <tr> <td data-bbox="412 1045 456 1102">g</td> <td data-bbox="461 1045 1404 1102">Scanned copy of Pre-Qualification Details as per Section-IV like PAN/GST etc.</td> </tr> <tr> <td data-bbox="412 1108 456 1165">h</td> <td data-bbox="461 1108 1404 1165">EMD Returning Form. NA</td> </tr> <tr> <td data-bbox="412 1171 456 1213">i</td> <td data-bbox="461 1171 1404 1213">Mandate Form For Electronic Fund Transfer/RTGS Transfer.</td> </tr> </table>	a	Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter,);	b	Scanned copy of the completed Schedules	c	Scanned copy of Bid security declaration form	d	Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;	e	Scanned copy of documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted and the Bidder's eligibility to bid;	f	Scanned copy of <ul style="list-style-type: none"> i. documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and ii. conform to the Bidding Documents, and iii. any other document required in the BDS; 	g	Scanned copy of Pre-Qualification Details as per Section-IV like PAN/GST etc.	h	EMD Returning Form. NA	i	Mandate Form For Electronic Fund Transfer/RTGS Transfer.
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f	Scanned copy of <ul style="list-style-type: none"> i. documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and ii. conform to the Bidding Documents, and iii. any other document required in the BDS; 																			
g	Scanned copy of Pre-Qualification Details as per Section-IV like PAN/GST etc.																			
h	EMD Returning Form. NA																			
i	Mandate Form For Electronic Fund Transfer/RTGS Transfer.																			
	j	<p>Technical Bid.</p> <p>The Technical specifications format is available in Excel sheet TECHNICAL.xls in this E-Tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download TECHNICAL.xls and fill their specifications in the prescribed column and upload the same in the Technical bid along with other required documents. The hard copy of the filled in Technical specifications (Excel) to be scanned and to be uploaded in PDF.</p>																		
7.2		<p>COMMERCIAL BID The commercial bid comprises of:</p> <ul style="list-style-type: none"> i. Scanned copy of Tender Form (Price Bid) ii. Price BID in the form of BoQ_XXXXX.xls. iii. Scanned copy of item wise break up of price bid. <p>The Price bid format is provided a BoQ_XXXXX.xls along with this Tender Document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BoQ_XXXXX.xls and quote their offer/rates in the prescribed column. Bidders can quote Basic Price in INR or CURRENCY (for other than INR) but it is mandatory to quote taxes/levies in INR only, in the prescribed column and upload the same in the commercial bid.</p>																		

	7.3	The Bidder shall furnish in the Tender Forms information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
8		Tender Forms (Technical and Price) and Price Schedule(BOQ) Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using the relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
9		Alternative Bids Unless otherwise specified in the BDS, alternative bids shall not be considered
10	10.1	Bid Prices and Discounts The prices and discounts quoted by the Bidder in the Tender Forms and in the Price Schedules (BOQ) shall conform to the requirements specified as under.
		a All lots (contracts) and items must be listed and priced separately in the Price Schedules (BOQ).
		b The price to be quoted in the Tender Forms shall be the total price of the bid, excluding any discounts offered.
		c The Bidder shall quote any discount and indicate the methodology for their application in the Tender Forms.
		d Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
	10.2	Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.
	10.3	Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
		a For Services Provided in India: 1. GST payable on the Services, if the contract is awarded to the Bidder ; and 2. The price for other local services required to their final destination (Project Site) specified in the BDS ;
		b For Goods manufactured outside India, : Not applicable.
		c For Related Services, other than inland transportation and other services required to convey the services to their final destination, whenever such Related Services are specified in the Schedule of Requirements: 1. The price of each item comprising the Related Services (inclusive of any applicable taxes)

11		Currencies of Bid and Payment: The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS. The Bidder shall quote in Indian Rupees.
12	12.1	Documents Establishing the Eligibility and Qualifications of the Bidder To establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX, Bidding Forms.
	12.2	The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
13	13.1	Period of Validity of Bids Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
	13.2	In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. A Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder acceding to the request will neither be required nor permitted to modify the bid.
14	14.1	Bid Security : Not applicable (Bid security undertaking form to be submitted)
	14.2	If a bid security is specified , the bid security shall be a
	a	Demand Draft
	b	An unconditional guarantee issued by a Bank. of a reputed source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside India, the issuing financial institution shall have a correspondent financial institution located in India to make it enforceable The bid security shall be valid for forty five (45) days beyond the original validity period of the bid, or beyond the extended period.
	14.3	If a Bid Security is specified, any bid not accompanied responsive Bid Security, shall be rejected by the Purchaser as non-responsive.
	14.4	The successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
	14.5	The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
	14.6	The Bid Security of the bidder may be forfeited or the Bid Securing Declaration executed:
	a	if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder ; or
	b	if he being successful Bidder fails to: <ul style="list-style-type: none"> i. sign the Contract; or ii. furnish a performance Security
D.SUBMISSION AND OPENING OF BIDS		
15		Sealing and Marking of Bids: The Bidder shall submit the bids electronically, through the e-procurement system (https://eprocure.gov.in/eprocure/app). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.
16		Deadline for Submission of Bids: The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

17		Late Bids: The e-Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission
18		Withdrawal, Substitution, and Modification of Bids: A Bidder may withdraw, substitute, or modify its bid on the e-procurement system before the date and time specified but not beyond. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Tender Forms or any extension thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser.
19	19.1	Bid Opening: The Purchaser shall open the bids as per electronic bid Opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e- procurement system. Specific bid opening procedures are laid down at https://eprocure.gov.in/eprocure/app under the head “Bidders Manual Kit”. The tenderer/bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical bids qualify.
	19.2	The withdrawn bid will be available in the system therefore will be considered, if bidder once withdraws the bid then he will not be able to participate in the respective tender again. Modification to the bid shall be opened and read out with the corresponding bid. Only bids that are opened and read out at bid opening shall be considered further.
	19.3	The Purchaser shall prepare a record of the bid opening that shall include; the name of the Bidder; whether there is a withdrawal, substitution, or modification; the Bid Price including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present in the office of the Purchaser to witness the bid opening shall be requested to sign the record. The omission/refusal of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be made available on the e-procurement system.
		E. Evaluation and Comparison of Bids
20	20.1	Confidentiality: Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders.
	20.2	No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing.
	20.3	Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder’s bid.
21	21.1	To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of

		the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.
	21.2	If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification its bid may be rejected.
22	22.1	Determination of Responsiveness: The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
	22.2	A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission.
	22.3	The Purchaser shall examine the technical aspects of the bid submitted in accordance with instructions specified in tender document, in particular, to confirm that all requirements enumerated in the 'Schedule of Requirements' Section-VI have been complied with, without any material deviation or reservation or omission.
	22.4	If a bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation or omission.
23		Conversion to Single Currency: For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.
24		Margin of Preference: Unless otherwise specified in the BDS, a margin of preference shall not apply.
25	25.1	Evaluation of Bids: The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	25.2	To evaluate a Bid, the Purchaser shall consider the following:
	a	Evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price.
	b	price adjustment due to discounts offered;
	c	converting the amount resulting from above, if relevant, to a single currency
	d	price adjustment due to quantifiable nonmaterial nonconformities in;
	25.3	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	25.4	The Purchaser's evaluation of a bid shall exclude and not take into account:
	a	In the case of other similar taxes, which will be payable on the services if a contract is awarded to the Bidder;
	b	any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.5	The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.
26		Comparison of Bids: The Purchaser shall compare the evaluated prices of all substantially responsive bids established to determine the lowest evaluated bid.
27	27.1	Qualification of the Bidder: The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria.

	27.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
	27.3	An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
28		Institutes Right to Accept any Bid and to Reject any or all bids: The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
F.AWARD OF CONTRACT		
29		Award Criteria: The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided the Bidder is determined to be qualified to perform the Contract satisfactorily.
30		Purchasers Right to vary Quantities at Time of Award: At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
31	31.1	Notification of Award: Prior to the expiration of the period of bid validity, the Purchaser shall, notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
	31.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	31.3	The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.
32	32.1	Signing of Contract: Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
	32.2	Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
	32.3	Notwithstanding anything contained in clause 32.2, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

33	33.1	<p>Performance Security: Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the General Conditions of Contract (GCC), using for that purpose the Performance Security Form included in Section-X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in India.</p>
	33.2	<p>Failure of the successful Bidder to submit the above- mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p>

Section III. BID Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). In case of inconsistency, the provisions herein shall prevail over those in ITB.

Sl. No.	A. General
1.	The reference number of the Invitation for Bids is NITT/F.No:002/REV.EXP.2020-21 AMC /HOS Dated : 10.3.2021
2.	The Purchaser is The Director, NIT Tiruchirappalli. Kind Attention To : Dr.R.Priyanaka, Medica Officer, Hospital
3.	Maximum number of members in the JV shall be:

Sl. No.	B. Contents of Bidding Documents
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4.	<p>For Clarification of bid purposes only, the Purchaser's address is Hospital, National Institute of Technology, Tiruchirappalli, 620015</p> <p>Attention : Dr.R.Priyanaka Medica Officer, Hospital</p> <p>Address : National Institute of Technology, Tiruchirappalli,</p> <p>Floor / Room number : -</p> <p>City : Tiruchirappalli</p> <p>ZIPCode : 620015</p> <p>Country : India</p> <p>Telephone : +91 431 9486001137, 9442569023</p> <p>E-Mail : hospital@nitt.edu</p>	
5.	Web page	: https://eprocure.gov.in/eprocure/app
6.	A site visit shall not be organized by the purchaser. However, bidder may visit the place and get satisfied before quoting	
7.	A Pre-Bid meeting date and venue	: Not Applicable Not Applicable

Sl. No.	C. Preparation of Bids
1.	The language of the bid is : English. All correspondence exchange shall be in English. Language for translation of supporting documents and printed literature is English.
2.	The Bidder shall submit the following additional documents in its bid: NA
3.	Alternative Bids shall not be considered.
4.	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
5.	Place of Destination: is National Institute of Technology, Tiruchirappalli, 620015.
6.	Final destination (Project Site): Hospital, National Institute of Technology, Tiruchirappalli, 620015.
7.	The prices shall be quoted by the bidder in : Indian Rupee / Foreign Currency of Principal's Country (Preferably in Indian Rupees) The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price that corresponds to expenditures incurred in Indian Rupees(INR).
8.	Manufacturer's authorization is not applicable
9.	After sales service is Required.
10.	The bid validity period shall be 90 DAYS.
11.	EMD / Bid security : Not applicable (Bid security undertaking form to be submitted)
12.	Other types of acceptable securities: NA

Sl. No.	D. Submission and Opening of Bids
1.	<p>For bid submission purposes only, the address is Assistant Registrar (S&P), Stores and Purchase Section, National Institute of Technology, Tiruchirappalli, 620015.</p> <p>Attention : Dr.R.Priyanaka/ Medica Officer</p> <p>StreetAddress : National Institute of Technology, Tiruchirappalli,</p> <p>City : Tiruchirapalli</p> <p>ZIP/PostalCode : 620 015</p> <p>Country : India</p> <p>The deadline for bid submission is :</p> <p>Date and Time : 05.4.2021 (2.00 PM)</p> <p>The electronic bidding opening procedures shall be as given in Section I-Instructions for Online Bid Submission.</p>
2.	<p>The bid opening shall take place at : Stores and Purchase Section, National Institute of Technology, Tiruchirappalli-620015.</p> <p>StreetAddress : National Institute of Technology, Tiruchirappalli</p> <p>Floor / Roomnumber : Admininstrative Block</p> <p>City : Tiruchirappalli</p> <p>Country : India</p> <p>Date and Time : 06.4.2021 (2.00 PM)</p> <p>The electronic bidding opening procedures shall be as given in Section I - Instructions for Online Bid Submission.</p>

Sl. No.	E. Evaluation and Comparison of Bids
1.	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is : Indian Rupees</p> <p>The source of exchange rate shall be : Reserve Bank of India.</p> <p>The date for the exchange rate shall be: Last day for submission of Bids.</p>
2.	A margin of domestic preference shall apply.
3.	<p>Evaluation will be done for concern equipment.</p> <p><i>Note: Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p>

Sl. No.	F. Award of Contract
4.	<p>The maximum percentage by which quantities may be increased is :<i>NA</i></p> <p>The maximum percentage by which quantities maybe decreased is:<i>NA</i></p>

Section IV. Prequalification

- i) The tenderer should possess and submit the accreditation of ISO and NABL with necessary relevant certificate proof and should adhere to the standards.
 - ii) The tenderer should have minimum experience of 5 years in laboratory services. The lab should have capacity and equipment for conducting the basic Medical tests. The list of equipment available should be submitted in **Annexure B**.
 - iii) The average annual turnover of the tenderer should not be less than 30 lakh (Rupees Thirty Lakh only) during the last three financial years i.e. 2017-2018, 2018-2019 and 2019-2020.
 - iv) The tenderer must have i) its Laboratory in and around Trichy in which the testing and analysis of samples are to be done or ii) a sample collection centre in Trichy and tie up with a laboratory of equal standards for testing and analysis of samples for advanced tests.
 - v) Laboratory Registration Certificate issued by the competent authority should be submitted.
 - vi) The tenderer should submit copy of filed ITR for the last three financial years i.e. AY 2017-18, 2018-19 and 2019-20, The laboratory should be a profitable organization for the past 3 years.
1. A Declaration by the firm that it has never been black-listed must be attached along with the Bid, failing which the Bid shall be rejected.
 2. Profile of each Bidder and past experience in providing the similar Services (certificates to be enclosed), List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is providing services or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract.
 3. True copy of Permanent Account Number.
 4. Copy of the last three years audited balance sheet of your firm
 5. Details of Goods and Service Tax (GSTIN) along with a copy of certificate to be attached.
 6. Submission of samples if required, for all items indicated in the schedule of requirements. The make of items proposed to be supplied should be indicated in the format of the schedule of requirements and submitted along with the techno commercial unpriced bid without indicating the pricing components.

7. Willingness to execute all orders which are placed to meet emergency requirement on priority basis. The Bidder shall note that standards for workmanship, material and equipment, and references to brand names designated by the Purchaser in the schedule of requirements are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in his bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

NIT, Tiruchirappalli

Section V. Institute against the Corrupt and Fraudulent Practices

Institute strictly adheres to its policy against corruption and requires that bidders and their agents, sub-agents, sub-contractors, suppliers etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crimes under Indian law.

- a) If bidder or their agents, sub-agents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be by the Institute and besides it Institute may initiate legal actions including civil and criminal proceeding.

For the purpose of this provision the terms are defined as follows :

- (i) “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;¹
 - (ii) “Fraudulent Practices” is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation ;²
 - (iii) “Collusive Practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ;³
 - (iv) “Coercive Practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ;⁴
 - (v) “Obstructive Practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice ; and / or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- b) Besides actions under clause (a) Institute may also take action to blacklist such bidder either indefinitely or for a specified period.

¹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Institute staff and employees of other organizations taking or reviewing procurement decisions.

² For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ For the purpose of this sub-paragraph, “party” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

Part - 2
Supply Requirements

NIT, Tiruchirappalli

Section VI. Schedule of Requirements

Contents

1.	List of Goods and Delivery Schedule
2.	List of Related Services and Completion Schedule
3.	Technical Specifications

NIT, Tiruchirappalli

NOTICE INVITING TENDER

Introduction

National Institute of Technology, Tiruchirappalli, Tamilnadu (hereinafter referred to as NITT) is an Institution of National Importance, functioning under the control of Ministry of Human Resources Development, Government of India. Presently, over 7000 students hailing from various States are pursuing their Under Graduate, Post Graduate and Research studies in Engineering.

For the wellbeing of our Students (7000), Faculties (400), Staff members (350) and retired Staff with their dependents, NITT maintains an in house Hospital within the Campus wherein 2 Institute doctors, 6 duty doctors and around 12 visiting doctors with various specializations and around 15 supporting staff are deployed. Besides various infrastructures, the Hospital houses a Pharmacy and a Clinical Lab.

For administrative convenience, the Clinical Laboratory is to be outsourced to eligible Bidder. The scope of outsourcing under this open tender would include Setting up and Operation of a Clinical Laboratory of high ethical standards of various tests to the NITT Patients. The space for Clinical Laboratory will be provided by the NITT on License basis, for a period of 1 (One) year from the date of commencement and extendable for a period of 2 (Two) years based on the performance and at the discretion of the Director, NITT.

The bidder is expected to have experience in relevant field, capability to invest sufficient amount to run the clinical laboratory successfully.

The bidder shall have all necessary permissions, Licenses, No objection certificates, registrations, statutory compliances from the competent statutory authorities required to run the Clinical Laboratory with required apparatus/equipment.

COMMERCIAL TERMS AND CONDITIONS

(A copy of the commercial terms and conditions signed in all pages by the bidder should be submitted along with Part-I of the Part-II Bid)

1. **Name of work: Out Sourcing the Clinical Laboratory in the Hospital** of NIT Tiruchirappalli.
2. The bidder should submit the **Bid Security Declaration Form** in the prescribed format.
3. Service contract would be governed by various laws and rules of GOI in regard to the Outsourcing contract including Manual for procurement of Consultancy and other services 2017 of GOI.
4. **Duration of agreement:** 1 (One) year initially and may be extended for another 2 (Two) years based on satisfactory performance and on the sole discretion of The Director. For the extended period of contract, if any, the rent payable by the service provider for the premises licensed to him and the charges payable by the Institute to the Licensee for the tests carried out in the

clinical lab shall be fixed at a rate mutually agreed upon which will not be more than 10% of the original amount.

5. **Validity of tender:** 90 (Ninety) days from the date of opening of the tender, EMD will stand forfeited if the tenderer backs out within the validity period of 90 (Ninety) days.

6. Vendor Eligibility Criteria

- vii) The tenderer should possess and submit the accreditation of ISO and NABL with necessary relevant certificate proof and should adhere to the standards.
- viii) The tenderer should have minimum experience of 5 years in laboratory services. The lab should have capacity and equipment for conducting the basic Medical tests. The list of equipment available should be submitted in **Annexure B**.
- ix) The average annual turnover of the tenderer should not be less than 30 lakh (Rupees Thirty Lakh only) during the last three financial years i.e. 2017-2018, 2018-2019 and 2019-2020.
- x) The tenderer must have i) its Laboratory in and around Trichy in which the testing and analysis of samples are to be done or ii) a sample collection centre in Trichy and tie up with a laboratory of equal standards for testing and analysis of samples for advanced tests.
- xi) Laboratory Registration Certificate issued by the competent authority should be submitted.
- xii) The tenderer should submit copy of filed ITR for the last three financial years i.e. AY 2017-18, 2018-19 and 2019-20, The laboratory should be a profitable organization for the past 3 years.

Successful Bidder:

Bidder should quote

1. Discount percentage offered on the CGHS rates (in price bid)

The successful bidder is the bidder, who has quoted the maximum discount percentage offered from the CGHS - Non NABL test rates for the tests mentioned and updated as per Government of India-Ministry of Health and Family Welfare –Central Government Health Scheme - Chennai Rates among the technically qualified bidders. (The list of the tests vide the g.o. is attached for reference)

7. **Termination:** The Director NIT, Tiruchirappalli solely reserves the right to cancel the License at any time without assigning any reason with minimum one month notice period. The NITT may terminate the contract in whole or part, without prejudice to any other remedy for breach of contract, by written notice sent to the licensee

- a. If the licensee fails to provide any or all of the services within the period(s) specified in the Contract.
 - b. If the licensee fails to perform any other obligation (s) under the Contract.
 - c. If the licensee, in the judgment of the NITT, has indulged in corrupt or fraudulent practices in competing for or in executing the Contract.
8. The Director reserves the right not to accept the lowest or any other tender without assigning any reason.
 9. The licensee should engage full time (as instructed by the Institute authorities) qualified lab technicians with approved qualifications.
 10. The licensee is solely responsible for obtaining all clearances/formalities/licenses from any statutory authority for running the clinical laboratory in the allotted space.
 11. Institute reserves the right to create, at any point of time in the future, additional facilities of similar nature for growing requirements of the Institute.
 12. Licensee shall be responsible for making available adequately qualified staff as required by the government norms. The Service Providers' Personnel/Staff supplied shall have to maintain strict discipline as per Hospital requirements and maintain absolute integrity at all times.
 13. The licensee should affirm that the licensee shall not represent to a third party during the tenure of License period as an employee of NITT and issue any identity card indicating any authority of NITT.

14. Books of accounts, stock account of chemicals and reagents shall be maintained as per approved procedure. The licensee shall have to maintain the books of account reflecting every day's transaction of money and laboratory reports. If the authority/Committee constituted by the Director for inspecting the premises periodically notices any unsatisfactory performance of the service provider with regard to maintenance of clinical laboratory as per subject name and description of work and any violation of terms and conditions of agreement the licensee will be penalized.
15. Testing and Biomedical waste management should be done as per the standards.
16. The bidder should submit an Investigation standardization certificate issued by any recognized institute.
17. On violation of any terms and condition of contract, by the Licensee the Institute reserves the right to terminate the contract without assigning any reason.
18. If there is any litigation for the default of licensee and NITT become a necessary party in the court, the licensee shall have to bear the expenses to be incurred for the same.
19. The licensee in his own interest should carry out the repair and maintenance to Laboratory equipment, furniture & fixtures, if required. Expenses for connectivity of telephone for proper communication will have to be met by the licensee concerned. The Institute shall allow the licensee to paint and whitewash the premises without modifying the existing premises.
20. Performance Security is liable to be forfeited in the following events:
 - a. The licensee fails to adhere to the terms and conditions of the contract.
 - b. Non – availability of chemicals and reagents.
 - c. Over – charging
 - d. Non – payment of rent/any other dues.
21. The licensee should also abide by the rules and regulations of the local/Government authorities and provisions of law. The licensee himself/herself/themselves/itself should run the Clinical Laboratory and should not sublet the same.
22. Licensee shall raise a claim bill for all the tests conducted in a month at the rates as per the Annexure to this tender notice. The claim bill along with all original prescriptions should be submitted to the Administrative liaison officer in the first week of every month for due verification and for forwarding the same to Main Office for payment. The bill may be submitted date wise/patient wise or in any other form as may be indicated by NITT.
23. The licensee 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 licensee 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 licensee for anything done or committed to be done in the execution of this contract. The licensee will abide by the job safety measures prevalent in India and will free the Institute from all demands or responsibilities arising from accidents or loss of life, the cause of which is the licensee's

negligence. The licensee will pay all indemnities arising from such incidents without any extra cost to the Institute and will not hold the Institute responsible or obligated. NITT may at its discretion and entirely at the cost of the licensee defend such suit, either jointly with the licensee or singularly in case the latter chooses not to defend the case.

24. On expiry of the License period, the license shall stand automatically cancelled. The licensee shall have to vacate and handover peaceful possession of the premises to the Institute on expiry of the contract period. In any event, if the licensee intentionally and deliberately refuses to vacate and handover peaceful possession of the premises to the Institute, the licensee shall have to pay thrice the rent payable in respect of the premises occupied by him in addition to any other expenses that shall be incurred by the Institute to vacate the Licensee from the premises.
25. Licensor will provide the premises detailed in the Schedule hereunder and other infrastructure facilities to the Licensee for which the LICENSEE has to pay monthly license fee of quoted amount per month and the electricity charges as per actual consumption by the LICENSEE .
26. A well trained/experienced lab technician – WITH MINIMUM 2 YEARS EXPERIENCE IN A REGISTERED MEDICAL LABORATORY (CERTIFICATE OF QUALIFICATION AND EXPERIENCE HAS TO BE SUBMITTED) should be placed at the clinical laboratory of NITT hospital to collect samples for testing. His/her entire remuneration and other expenses should be borne by the licensee.
27. The clinical laboratory must be kept open during all days from 07.00 a.m. to 09:00 p.m.
28. The Institute hospital will issue to the Licensee a REIMBURSIBLE LIST of clinical tests(I.E . THE TESTS THAT ARE INCLUDED IN THE TENDER DOCUMENT) which are to be carried out in respect of eligible NITT patients. No alteration in the list will be allowed without a written consent of the administrative liaison officer/doctor.
29. The authorized tests found in the REIMBURSIBLE/CGHS LIST will have to be carried out on the NITT approved patients without charges by the Licensee. Identity of the patient is to be confirmed in each case before conducting the Laboratory test with reference to the photo affixed identity card issued by the NITT. The cost of such clinical tests will be reimbursed by the Institute. The report should be made available in the hospital on the next working day before 01:00 p.m. In case of specialized investigations the report should be supplied within three days.
30. The licensee shall raise the claim bill for the entire tests (found in the REIMBURSIBLE/CGHS LIST) carried out in a month as specified in the list with necessary taxes if any. The claim bill along with original prescription has to be submitted to the administrative liaison officer/doctor in the first week of every month for due verification by the doctors/staffs and for forwarding the same to Main Office for payment. NITT will make payment for the claim bill before the end of the month unless otherwise there is any discrepancy in the bills. The claim bill has to be submitted both in hard and soft copy format. The Service Provider has to ensure that the reference for costly investigations, if any, are authenticated by the administrative liaison officer of the NITT hospital

and that eligibility certificate has been produced in each cases.

31. The cost of clinical tests other than those listed in the REIMBURSIBLE/CGHS LIST will not be reimbursed by the Institute. However such tests can be carried out on receipt of payment from the patients (NITT employees and their dependents) with the requisition slip of NITT Medical Officer and proper billing. It is the responsibility of the licensee to maintain the account on their own.
32. Income Tax as per Rules shall be deducted wherever applicable from payment that shall be made to the Service Provider each time
33. Before lab technicians are deployed by the Licensee in the hospital for work the details of their educational qualification, experience, address, contact phone number, etc., should be submitted to the administrative liaison officer/doctor for necessary approval and for getting entry pass for them if necessary. All those working in the lab shall maintain the decency and decorum of the Institute. No unauthorized person shall be allowed inside the clinical laboratory.
34. The contract may be terminated with 30 days prior notice on either side. In extraordinary situations the Director reserves the right to terminate the contract without assigning any reason.
35. The clinical reports should be of highest order of accuracy and if any deviation is found the contract will be terminated by the Director, NITT immediately.
36. The contract shall initially be for a period of one year from the date of commencement of the contract and extendable annually for two more years based on the performance.
37. The licensee will have to furnish a Performance Guarantee for an amount of Rs.1,00,000 (One lakh Only) either in the form of Bank Guarantee issued by a Scheduled Bank or in the form of Demand Draft payable to "The Director, NIT, Tiruchirappalli".
38. No claim shall be made against NITT in respect of interest, if any, due on the Performance Guarantee. It will be refunded only after satisfactory fulfillment of the contract by them and all accounts thereafter will be settled. Any loss to the Hospital on account of non-performance of the contract, deficiency in performance due to lack of quality, non-performance in time or similar deficiencies, will be recovered from the establishment and contract shall be liable for cancellation and Performance Security forfeited.
39. The Performance Bank guarantee should remain valid up to three months beyond the validity of the contract.
40. Rates/discount for clinical tests shall be as mentioned by the bidder to this notification and the rates will remain unchanged throughout the contract period.
41. Inventory management will be through computerized system

42. Periodical inspection will be carried out by a Monitoring Committee duly constituted by the Institute.
43. The Institute requires that the licensee observes the highest standards of ethics during the execution of this contract.
44. In case the licensee fails to adhere to the common lab practices and ethics penalty may be imposed on the licensee. The quantum of penalty will be fixed by the Director and the quantum of penalty will not exceed 5% of the total amount paid to the licensee from the date of commencement of the contract till the date of occurrence of event warranting the penalty.
45. 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 Trichy court.
46. The Service Provider shall bear all expenses incidental to the preparation and stamping of this agreement.

Signature of the service
provider

SCHEDULE

Clinical Laboratory Room size is 19.61 Sq.Mtr or 211 Sq.Ft at the NITT Hospital, National Institute of Technology, Thuvakudi, Tiruchirappalli – 620 015. License fee is levied @Rs. 29.00 per sq.ft per month

Scope of Work

1. The Selected service provider will be allotted the room specified in the schedule to the tenderer at the monthly rent mentioned for running a Clinical Lab. Qualified Lab Technicians as per Govt. approved norms should be present in the Clinical lab during the hours specified in the tender.
2. The Lab Technician(s) should collect all samples of blood, urine, stools, mucus, etc., from the patients referred to the Clinical Lab by the NITT Hospital Doctors for prescribed tests. The Lab Technician(s) should be capable of conducting all the Clinical tests mentioned in the Annexure to the Tender Notice.
3. Tests should be conducted immediately on the same day and the results of test reported to the Doctor through the patient by means of Computer printout on the letter pad of the clinical lab.
4. Normal standards/parameters for all tests should be indicated vis-a-vis the test results of individual patients. Test report should be free from error. Service provider alone is responsible for any wrong treatment meted out to any patient on the basis of Clinical tests reports of the service provider.
5. The service provider should not collect any fee from the Institute employees referred to them by NITT Hospital Doctors. The responsibility of collecting money for tests carried out on others rests (not included in the tender) with the service provider, charges have to be informed to patients and Medical Officer before conducting the tests.
6. All equipments necessary for conducting the clinical tests mentioned in the Annexure B should be supplied and maintained by the service provider.
7. If any clinical test could not be conducted by the service provider for the non-functioning of any equipment or absence of lab technician, the cost of getting the test done in any other laboratory will be collected from the service provider.
8. The report of investigations shall contain Name of the patient, ID/ Roll No/PPO No, Address, Phone/Mobile, Age, Sex, email id, Doctor reference etc. The report should be communicated to the patient within the time frame mutually agreed by the Institute Hospital and the Selected Lab Agency.
9. In emergency cases reports may also be asked/communicated telephonically/emailed to the MO followed by submission of reports.
10. The Lab Agency shall mail the report to the patient on request after getting validation from Institute Medical Officers.
11. No unauthorized person shall be allowed inside the clinical lab. A list of Phlebotomists and other working in the clinical lab must be submitted with their details including their Passport size photo, educational qualification, experience, address, contact mobile/phone no. etc. to Medical Officer (Admin Liaison) for necessary permission and security pass. All those working in the clinical lab shall maintain the code of conduct and disciplined behavior required by the

NITT. Any violation will lead to necessary action.

12. The appointment pay and other statutory payments/remittances with regard to the employment of the Phlebotomists and other technical staff engaged in the lab service will be responsibility of Lab Agency and NITT will have no role in engaging the staff.
13. Loss due to, theft, fire accident etc, if any will be the sole responsibility of the service provider.
14. A committee of Institute higher authorities & Doctors will inspect the Lab to verify and check the lab facilities available with the Lab Agency.

Special Terms and Conditions

- 1) The Lab Agency shall raise the bills on their letter head as per the terms and conditions of tender document.
- 2) Any legal liability arising out of such laboratory investigations services shall be the sole responsibility of the Lab Agency and shall be dealt with by the concerned Agency.
- 3) A committee constituted by the authority will visit the clinical Lab. Agency prior to and after the award of tender to check the quality of services and other necessary certification. Due support must be given to all the committee members.
- 4) The Lab. Agency must certify that they shall charge as per quoted rates in the tender document.
- 5) NIT Trichy reserves the rights to accept /reject one or all tenders at any time without assigning reasons thereof.
- 6) If some Laboratory Investigations are not available at the lab, then the lab will make arrangement to get the required investigations with prior approval of Institute Hospital Authorities.
- 7) The selected Lab Agency should confirm acceptance of the order within 15 days from the date of receipt of letter of acceptance.
- 8) The tenure for the lab facility will be initially for 1 year and will be extended annually for two years based on the performance served with the same terms and conditions.

ANNEXURE A: FORMAT FOR TECHNICAL BID
(To be submitted in a separate envelope)

S.No	Items/Requirement from the Bidder	Bidders Response should be definite, complete and legible. Use separate sheet wherever necessary.
1	Name of the Bidder Firm/Agency	
2	Full Postal Address with Landline and Mobile Number	
3	Date of Establishment – Please attach documentary proof	
4	Years of experience in Clinical Laboratory Operation	
5	Legal status of the bidder (Whether Proprietary, Partnership Firm, Private or Public Limited Company) – Enclose Xerox copy of the documentary proof	
6	Details of Registration/Trade License, if any, obtained from Competent Authorities for carrying out Clinical Laboratory Services	
7	Name, Address and Mobile number of the contact person	
8	Permanent Account Number (PAN) under the Income Tax Act – Please enclose self-attested Xerox copy	
9	Details of Clinical Laboratory Operations of the bidder during the last three years – Please attach documentary proof	
10	Do you have any accreditation such as NABL etc.? If so, furnish the same	
11	Do you have Service GST Number?	
12	In case, if you don't have GST Number, as on date, are you willing to register yourself with the concerned Authorities, in the event of award of contract under this tender?	
13	Do you agree with all the terms and conditions of this tender?	

Signature with seal of the service provider

NIT, Tiruchirappalli

ANNEXURE B

SL No	Name of the equipment

Signature with seal of the service provider

NIT, Tiruchirappalli

ANNEXURE – I

Technical Bid

1. Vendor Eligibility Criteria

Sl. No.	Description	Compliance (YES/NO)	Reference page no.
1.	The tenderer should submit the accreditation of ISO and NABL with necessary relevant certificate proof and should adhere to the standards.		
2.	The tenderer should have minimum experience of 5 years in laboratory services. The lab should have capacity and equipment for conducting the various Medical tests. The list of equipment available should be submitted.		
3.	The average annual turnover of the tenderer should not less than Rs. 30 Lakh each during the last three financial years i.e 2017-18, 2018-19 and 2019-20.		
4.	The tenderer must have i) its Laboratory in and around Trichy in which the testing and analysis of samples are to done or ii) a sample collection centre in Trichy and tie up with a laboratory of equal standards for testing and analysis of samples for advanced tests- proof to be submitted		
5.	Laboratory Registration Certificate issued by competent authority should be submitted.		
6.	The tenderer should submit copy of filed ITR for the last three financial years i.e. AY 2017-18 , 2018-19 and 2019-20, The laboratory should be a profitable organization for the past 3 years.		

Price Bid

1	Percentage discount from the CGHS Laboratory list rate(CGHS Non NABL test rates for the tests mentioned and updated as per Government of India- Ministry of Health and Family Welfare – Central Government Health Scheme - Chennai Rates)	-----%
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Successful Bidder:

Bidder should quote

1. Discount percentage offered on the CGHS rates (in price bid)

The successful bidder is the bidder, who has quoted the maximum discount percentage offered from the CGHS - Non NABL test rates for the tests mentioned and updated as per Government of India-Ministry of Health and Family Welfare –Central Government Health Scheme - Chennai Rates among the technically qualified bidders. (The list of the tests vide the g.o. is attached for reference)

Date:

Place:

Signature with seal of the service
provider

NIT, Tiruchirappalli

LABORATORY MEDICINE / CLINICAL PATHOLOGY		
1383	Urine routine- pH, Specific gravity, sugar, protein and microscopy	35
1384	Urine-Microalbumin	63
1385	Stool routine	32
1386	Stool occult blood	24
1387	Post coital smear examination	30
1388	Semen analysis	35
LABORATORY MEDICINE / HAEMATOLOGY		
		18
1389	Haemoglobin (Hb)	28
1390	Total Leucocytic Count (TLC)	28
1391	Differential Leucocytic Count (DLC)	25
1392	E.S.R.	30
1393	Total Red Cell count with MCV, MCH, MCHC, DRW	
1394	Complete Haemogram/CBC, Hb, RBC count and indices, TLC, DLC, Platelet, ESR, Peripheral smear examination	122
1395	Platelet count	43
1396	Reticulocyte count	43
1397	Absolute Eosinophil count	43
1398	Packed Cell Volume (PCV)	13
1399	Peripheral Smear Examination	39
1400	Smear for Malaria parasite	37
1401	Bleeding Time	32
1402	Osmotic fragility Test	50
1403	Bone Marrow Smear Examination	70
1404	Bone Marrow Smear Examination with iron stain	225
1405	Bone Marrow Smear Examination and cytochemistry	440
1406	Activated partial Thromboplastin Time (APTT)	102
1407	Rapid test for malaria (card test)	44
1408	WBC cytochemistry for leukemia -Complete panel	99
1409	Bleeding Disorder panel- PT, APTT, Thrombin Time Fibrinogen, D Dimer/ FDP	400
1410	Factor Assays-Factor VIII	648
1411	Factor Assays-Factor IX	612
1412	Platelet Function test	50

CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL
1413	Tests for hypercoagulable states- Protein C, Protein S, Antithrombin	400
1414	Tests for lupus anticoagulant	150
1415	Tests for Antiphospholipid antibody IgG, IgM (for cardiolipin and B2 Glycoprotein 1)	500
1416	Thalassemia studies (Red Cell indices and Hb HPLC)	560
1417	Tests for Sickling / Hb HPLC)	77
	LABORATORY MEDICINE / BLOOD BANK	
1418	Blood Group & RH Type	30
1419	Cross match	45
1420	Coomb's Test Direct	81
1421	Coomb's Test Indirect	90
1422	3 cell panel- antibody screening for pregnant female	153
1423	11 cells panel for antibody identification	170
1424	HBs Ag	100
1425	HCV	128
1426	HIV I and II	150
1427	VDRL	40
1428	RH Antibody titer	80
1429	Platelet Concentrate	56
1430	Random Donor Platelet(RDP)	125
1431	Single Donor Platelet (SDP- Apheresis)	135
	LABORATORY MEDICINE / HISTOPATHOLOGY	
1432	Routine-H & E	90
1433	special stain	65
1434	Immunohistochemistry(IHC)	675
1435	Frozen section	780
1436	Paraffin section	309
	LABORATORY MEDICINE / CYTOLOGY	
1437	Pap Smear	135
1438	Body fluid for Malignant cells	135
1439	FNAC	180
	NAME OF INVESTIGATION / FLOW CYTOMETRY	
1440	Leukemia panel /Lymphoma panel	1536
1441	PNH Panel-CD55,CD59	1000
	LABORATORY MEDICINE / CYTOGENETIC STUDIES	
1442	Karyotyping	1539
1443	FISH	500
	LABORATORY MEDICINE / BIO-CHEMISTRY	
1444	Blood Glucose Random	24
1445	24 hrs urine for Proteins,Sodium, creatinine	50
1446	Blood Urea Nitrogen	49
1447	Serum Creatinine	50
1448	Urine Bile Pigment and Salt	23
1449	Urine Urobilinogen	20
1450	Urine Ketones	27

CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	R
1451	Urine Occult Blood		32
1452	Urine total proteins		18
1453	Rheumatoid Factor test		90
1454	Bence Jones protein		42
1455	Serum Uric Acid		50
1456	Serum Bilirubin total & direct		72
1457	Serum Iron		81
1458	C.R.P.		100
1459	C.R.P Quantitative		160
1460	Body fluid (CSF/Ascitic Fluid etc.)Sugar, Protein etc.		90
1461	Albumin.		18
1462	Creatinine clearance.		80
1463	Serum Cholesterol		56
1464	Total Iron Binding Capacity		80
1465	Glucose (Fasting & PP)		47
1466	Serum Calcium –Total		54
1467	Serum Calcium –Ionic		44
1468	Serum Phosphorus		54
1469	Total Protein Alb/Glo Ratio		50
1470	IgG.		225
1471	IgM.		250
1472	IgA.		225
1473	ANA.		200
1474	Ds DNA.		315
1475	S.G.P.T.		50
1476	S.G.O.T.		50
1477	Serum amylase		105
1478	Serum Lipase		117
1479	Serum Lactate		70
1480	Serum Magnesium		90
1481	Serum Sodium		50
1482	Serum Potassium		50
1483	Serum Ammonia		90
1484	Anemia Profile		204
1485	Serum Testosterone		150
1486	Imprint Smear From Endoscopy		216
1487	Triglyceride		68
1488	Glucose Tolerance Test (GTT)		90
1489	Triple Marker.		800
1490	C.P.K.		100
1491	Foetal Haemoglobin (HbF)		85
1492	Prothrombin Time (P.T.)		100
1493	L.D.H.		100
1494	Alkaline Phosphatase		54
1495	Acid Phosphatase		78
1496	CK MB		190

CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL
1497	CK MB Mass	140
1498	Troponin I	100
1499	Troponin T	540
1500	Glucose Phosphate Dehydrogenase (G, 6PD)	100
1501	Lithium.	117
1502	Dilantin (phenytoin).	360
1503	Carbamazepine.	360
1504	Valproic acid.	300
1505	Feritin.	250
1506	Blood gas analysis	120
1507	Blood gas analysis with electrolytes	414
1508	Urine pregnancy test	59
1509	Tests for Antiphospholipid antibodies syndrome.	252
1510	Hb A1 C	130
1511	Hb Electrophoresis/ Hb HPLC	100
1512	Kidney Function Test.	203
1513	Liver Function Test.	225
1514	Lipid Profile.(Total cholesterol,LDL,HDL,treiglycerides)	200
	Nutritional Markers	
1515	Serum Iron	90
1516	Total Iron Binding Capacity	90
1517	Serum Ferritin	100
1518	Vitamin B12 assay.	250
1519	Folic Acid assay.	300
1520	Extended Lipid Profile.(Total cholesterol,LDL, HDL,treiglycerides,Apo A1,Apo B,Lp(a))	536
1521	Apo A1.	200
1522	Apo B.	199
1523	Lp (a).	430
1524	CD 3,4 and 8 counts	170
1525	CD 3,4 and 8 percentage	170
1526	LDL.	62
1527	Homocysteine.	400
1528	HB Electrophoresis.	396
1529	Serum Electrophoresis.	220
1530	Fibrinogen.	165
1531	Chloride.	54
1532	Magnesium.	135
1533	GGTP.	81
1534	Lipase	215
1535	Fructosamine.	180
1536	β2 microglobulin	81
1537	Catecholamines.	945
1538	Creatinine clearance.	108
	NAME OF INVESTIGATION / TUMOUR MARKERS	
1539	PSA- Total.	281

CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	N
1540	PSA- Free.	338	
1541	AFP.	270	
1542	HCG.	289	
1543	CA 125.	380	
1544	CA 19,9.	554	
1545	CA 15.3.	504	
1546	Vinyl Mandelic Acid	350	
1547	Calcitonin	450	
1548	Carcioembryonic antigen(CEA)	306	
	OTHERS		
1549	Immunofluorescence	150	
1550	Direct(Skin and kidney Disease)	425	
1551	Indirect (antids DNA Anti Smith ANCA)	425	
1552	VitD3 assay	550	
1553	Serum Protein electrophoresis with immunofixationelectrophoresis (IFE)	270	
1554	BETA-2 Microglobulin assay	100	
1555	Anti cycliocitrullinated peptide (Anti CCP)	450	
1556	Anti tissuetransglutaminase antibody	425	
1557	Serum Erythropoetin	425	
1558	ACTH	500	
	HARMONES		
1559	T3, T4, TSH	180	
1560	T3	64	
1561	T4	64	
1562	TSH	90	
1563	LH	150	
1564	FSH	150	
1565	Prolactin	150	
1566	Cortisol	250	
1567	PTH(Paratharmone)	500	
1568	C-Peptide.	330	
1569	Insulin.	150	
1570	Progesterone.	225	
1571	17-DH Progesterone.	396	
1572	DHEAS.	396	
1573	Androstendione.	600	
1574	Growth Hormone.	330	
1575	TPO.	300	
1576	Throglobulin.	300	
1577	Hydatic Serology.	318	
1578	Anti Sperm Antibodies.	342	
1579	Qualitative.	1800	
1580	Quantitative.	1500	
1581	Qualitative.	1691	
1582	HPV serology	218	

CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NA
1583	Rota Virus serology	130	
1584	PCR for TB	900	
1585	PCR for HIV	600	
1586	Chlamydae antigen	800	
1587	chlamydae antibody	238	
1588	Brucella serology	230	
1589	Influenza A serology	849	

S-11011/09/2019/Addl.DDG/(HQ) CGHS

Government of India

Ministry of Health & Family Welfare

Department of Health & Family Welfare

Directorate General of CGHS

Nirman Bhawan, New Delhi

Dated the 14th January, 2020.

OFFICE MEMORANDUM

S.NO	Name of Unlisted Investigations / Unlisted Implant	Recommended Rates (in Rupees) (NonNABL)
1.	Kappa Lambda Light Chains, Free, Serum	3500/-
2.	Serum IGE level	300/-
3.	NT- Pro BNP	1800/-
6.	HCV RNA Quantitative	1500/-
8.	Protein Creatinine Ratio, Urine	1200/-
10.	HLA B 27 (PCR)	500/-
11.	Montoux Test	175/-
12.	Procalcitonin	1800/-
13.	TORCH Test	1120/-

S-11011/09/2019/Addl.DDG/(HQ) CGHS

Government of India

Ministry of Health & Family Welfare

Department of Health & Family Welfare

Directorate General of CGHS

Nirman Bhawan, New Delhi

Dated the 3rd June, 2020.

OFFICE MEMORANDUM

S.NO	Name of Investigations	Recommended Rates (in Rupees) (NonNABL)
1.	Anti-smooth muscle antibody test (ASMA)	1241/-
2.	C ANCA- IFA	1275/-
3.	p ANCA- IFA	1275/-
4.	ACE	850/-
6.	ENA (Quantitative)	3910/-
7.	Chromogranine A	4250/-
8.	Fecal Calproectin	2320/-
9.	C3- COMPLEMENT	552/-
10.	C4- COMPLEMENT	552/-
11.	Geneexprt test	880/-
18.	H1 N1 (RT-PCR)	921/-
19.	Erythropoietin level	1700/-
20.	Anti-HEV IgM	850/-
21.	Anti-HEV IgM	637/-
22.	HbsAg quantitative	552/-
23.	Typhidot IgM	340/-
24.	Hepatitis B Core Antibody HBcAB level (Hepatitis B Core Igm antibody)	408/-
25.	Anti Hbs	552/-

1. List of Goods and Delivery Schedule

Item No	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Period (days)	Latest Delivery Period (Days)	Bidder's offered Delivery period [to be provided by the bidder]
1.	Outsourcing of Medical Laboratory Services	01	Nos	, Hospital	20	30	

NIT, Tiruchirappalli

1. List of Related Services and Completion Schedule

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services

NIT, Tiruchirappalli

1. Technical Specifications

Technical Specifications and Standards	
Name of the Services	Outsourcing of Medical Laboratory Services
Specification of NIT-T	Specification of the Supplier
•	•
Mobilization of Laboratory Installation Required	Yes
Warranty (in months)	NA
AMC Required	
Delivery Period (Weeks)	NA
Shipment Terms	Up to NIT, Tiruchirapalli
Payment Term	100% payment after satisfactory delivery / Installation
Performance Security	Rs.1.0 Lakh

Note:

- 1) **Technical Specification should be duly filled by the bidder no fields were left blank and appropriate value will be filled. (don't fill it as Yes complied or Yes).**
- 2) **A separate excel worksheet (TEC---1920.xls) is available in the tender document, the same to be filled in and uploaded along with the tender document.**

Part-3 Contract
Section VII General Conditions of Contract
Table of Clauses

1.	Definitions
2.	Contract Documents
3.	Corrupt and Fraudulent Practices
4.	Interpretation
5.	Language
6.	Joint Venture, Consortium or Association
7.	Eligibility
8.	Notices
9.	Governing Law
10.	Settlement of Disputes
11.	Obligations During Arbitrations
12.	Scope of Supply
13.	Delivery and Documents
14.	Supplier's Responsibilities
15.	Contract Price
16.	Terms of Payment
17.	Taxes and Duties
18.	Performance Security
19.	Copyright
20.	Confidential Information
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22.	Specifications and Standards
23.	Packing and Documents
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27.	Liquidated Damages
28.	Warranty
29.	Patent Indemnity
30.	Force Majeure
31.	Change Orders and Contract Amendments
32.	Extensions of Time
33.	Termination
34.	Assignment

Section VII General Conditions of Contract	
1	Definitions: The following words and expressions shall have the meanings hereby assigned to them:
a	“NITT” means National Institute of Technology, Tiruchirappalli established under societies Registration Act XXVII of 1975.
b	“Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
c	“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
d	“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
e	“Day” means calendar day.
f	“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
g	“GCC” means the General Conditions of Contract.
h	“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
i	“The Project Site,” term where applicable, means the place of work named in the Special Conditions of Contract (SCC).
j	“Purchaser” means faculty, department and other entities of the competent for procurement of Services, as specified in the SCC.
k	“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
l	“SCC” means the Special Conditions of Contract.
m	“Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
n	“Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
o	“The Project Site,” where applicable, means the place named in the SCC.

2	Contract Documents: Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
3	Corrupt and Fraudulent Practices: The Institute requires compliance with its policy against the corrupt and fraudulent practices as set forth Section- V The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
4	Interpretation
4.1	The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
4.2	Amendment No amendment or other variation of the Contract shall be valid unless it is reduced to writing, dated, expressly refers to the Contract, and is signed by the duly authorized representative of each party thereto.
4.3	Non waiver
	a Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
	b Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
4.4	Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
5	5.1 Language: The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in any language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, such translation shall govern.
	5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
6	Joint Venture, Consortium or Association: Not applicable
7	7.1 Eligibility: The Bidder should not have been declared insolvent by the competent court.
	7.2 The Bidder should not be disqualified for contract under the law of the India.
	7.3 The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law or any other Law for the time being in-force.

	7.4	The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Nationality must be disclosed by the supplier
	7.5	All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
8	8.1	Notices Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
	8.2	A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
9	9.1	Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.
	9.2	Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
	a	Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
	b	by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
10	10.1	Settlement of Disputes The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	10.2	If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to settle the issue by arbitration, as hereinafter provided, as to the matter in dispute, no arbitration in respect of the matter be commenced unless such notice is given in accordance with this Clause for the final settlement of the matter. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
	10.3	All questions, disputes and differences arising shall be referred by the The Director, National Institute of Technology, Tiruchirappalli to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996.
11		Obligations During Arbitrations Notwithstanding any reference to arbitration in Clause 10,
	a	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
	b	the Purchaser shall pay any amount due to the Supplier.
12		Scope of Supply The Related Services to be supplied shall be as specified in the Schedule of Requirements.

13		Delivery and Documents Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
14		Suppliers Responsibilities The Supplier shall supply all the Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
15		Contract Price Prices charged by the Supplier for the Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
16	16.1	Terms of Payment Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies appropriate to the requirement made. However, in following cases advance payments may be made if specified in SCC:
	a	Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners, computers, other costly equipment, etc.
	b	Advance payment demanded by firms against fabrication contracts, turnkey contracts etc.
	c	Such advance payment should not exceed the following limits: - Thirty percent of the contract value to private firms;
	d	Forty percent of the contract value to a State or central Government agency or a Public Sector Undertaking; or
	e	In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.
	16.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Purchaser, within ninety (90) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it
	16.4	The currencies in which payment shall be made to the supplier under this contract shall be Indian currency unless otherwise agreed.
17	17.1	Taxes and Duties For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
	17.2	For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
	17.3	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent or country or origin, the supplies shall provide benefit from any such tax sowing to the purchaser.
	17.4	GST Concession for Items Purchased for Research Purpose

		If the item/product purchased for research purpose the institution has a GST exemption of 5% as per vide no:45/2017 and 47/2017
18	18.1	Performance Security: If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC
	18.2	The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	18.3	As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
	18.4	Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligation.
	18.5	Bid security shall be refunded to the successful bidder within 30 days of receipt of performance security.
19		Copyright The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
20	20.1	Confidential Information The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
	20.2	The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
	20.3	The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
	a	Now or hereafter enters the public domain through no fault of that party;
	b	can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
	c	otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	20.4	The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

	20.5	The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
21	21.1	Subcontracting The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later on shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
	21.2	Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
22	22.2	Specifications and Standards Technical Specifications and Drawings
		a The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section-VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin or India.
		b Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
23	23.1	Packaging and Documents The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	23.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
24		Insurance Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
25	25.1	Transportation and Incidental Services The Supplier is required under the Contract to transport the Goods to a specified place of final destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)

	25.2	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
	a	performance or supervision of on-site assembly and/or start up of the supplied Goods;
	b	furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	c	furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	d	performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e	training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	25.3	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services otherwise shall be at the cost of suppliers.
26	26.1	Inspections and Tests The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
	26.2	The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	26.3	The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
	26.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
	26.5	The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
	26.6	The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

	26.7	The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier, if permitted by the purchaser, shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
27		Liquidated Damages Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 33.
28	28.1	Warranty The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
	28.2	Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
	28.3	Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or warranty period mentioned by supplier whichever period concludes later unless mutually agreed.
	28.4	The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
	28.5	Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
	28.6	If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
29	29.1	Patent Indemnity The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered.

	29.2	If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
	29.3	The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
30	30.1	Force Majeure For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, wars or revolutions ,fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	30.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably possible, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
	30.3	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
31	31.1	Change Orders and Contract Amendments The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
	a	drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
	b	the method of shipment or packing;
	c	the place of delivery; and
	d	the Related Services to be provided by the Supplier.
32	32.1	Extensions of Time If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
	32.2	Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.
33	33.1	Termination for Default The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

	a	if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32;
	b	if the Supplier fails to perform any other obligation under the Contract; or
	c	if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract
		In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
	33.2	Termination for Insolvency The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
	33.3	Termination for Convenience
	a	The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	b	The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect : (i) to have any portion completed and delivered at the Contract terms and prices ; and/or (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
34		Assignment Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause Ref. No.	SCC
GCC 1.1 (i)	The Purchaser's country is: India.
GCC 1.1 (k)	The Purchaser is: THE DIRECTOR, NIT TIRUCHIRAPPALLI KIND ATTENTION TO : Dr.R.Priyanaka, Medica Officer, Hospital
GCC 1.1 (j)	The Project Site(s)/Final Destination(s) is/are: Hospital, NIT TIRUCHIRAPPALLI.
GCC 5.1	The language shall be: English
GCC 8.1	For notices, the Purchaser's address shall be : Attention : Dr.R.Priyanaka Street Address : Hospital Floor/ Room number : - City : TIRUCHARAPPALLI ZIP Code : 6 2 0 0 1 5 Country : India Phone : 0 4 3 1 - 9 4 8 6 0 0 1 1 3 7 , 9 4 4 2 5 6 9 0 2 3 Electronic mail address : hospital@nitt.edu
GCC 9.1	The governing law shall be the law of India.
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows : <i>Contracts with Supplier for arbitral proceeding</i> In the case of a dispute between the Purchaser and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of India by the arbitrator appointed by The Director,NITT, unless otherwise agreed.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are: Not applicable.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 16.1	GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows : Payment for Goods supplied from abroad : Not applicable. Payment for Goods and Services supplied from within India : Payment for Goods and Services supplied from within India shall be made in Indian Rupees,
GCC 18.1	A Performance Security of Rs.1.0 Lakh to be furnished after placement of PO

GCC 18.3	If required, the Performance Security shall be in the form of : Bank Guarantee/Bank Deposit Reciept/Demand Draft If required, the Performance security shall be denominated in Indian Rupees .
GCC 23.2	The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms . If not in accordance with Incoterms , insurance shall be as follows: NA
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms . If not in accordance with Incoterms , responsibility for transportations shall be as follows: NA
GCC 25.2	Incidental services to be provided are: Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.
GCC 26.1	The inspections and tests shall be: Equipment should be installed at site by designated engineer of the firm. Demonstration should be made to the satisfaction of the P.I. At least four free visits should be made by the engineer during the first year after installation to clarify and rectify any doubts or problems as may be faced by the user.
GCC 26.2	The Inspections and tests shall be conducted at the Department where the equipment is installed. For the rest please refer to GCC 26.1.
GCC 27.1	The liquidated damage shall be: 0.5% per week
GCC 27.1	The maximum amount of liquidated damages shall be: 5%
GCC 28.3	The period of validity of the Warranty shall be NA from date of acceptance/satisfactory installation of the equipment. For purposes of the Warranty, the place(s) of final destination(s) shall be the Department where the equipment is installed. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract (if any). If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% per week of actual value of the equipment (maximum 5%).
GCC 28.5	The period for repair or replacement shall be: 10 days

Part-4
Bidding Forms & Contract Forms

NIT, Tiruchirappalli

Section IX : Bidding Forms

Table of Forms

1.	Tender Form (Techno commercial un-priced Bid)
2.	Tender Form (Price Bid)
3.	Bidder Information Form
4.	Manufacturer's Authorization
5.	EMD Returning Form
6.	Mandate Form For Electronic Fund Transfer/RTGS Transfer

NIT, Tiruchirappalli

(i) Tender Form

(Techno commercial un-priced Bid)

(On the letter head of the firm submitting the bid)

Tender No.

To

The _____

Dear Sir,

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. I/We meet the eligibility requirements and have no conflict of interest;
3. I/We have not been suspended nor declared ineligible in India;
4. I/We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: ***[insert a brief description of the Goods and Related Services]***;
5. I/We offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 120 DAYS from the date of opening of the tender.
6. I/we shall be bound by a communication of acceptance issued by you.
7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
8. A crossed Bank Draft in favor of the Director, National Institute of Technology, Tiruchirappalli for Rs. _____ (Rupees _____ only) as Earnest Money is enclosed. The Draft is drawn on _____ Bank payable at Tiruchirappalli.
9. The following have been added to form part of this tender.
 - (a) Samples of items quoted for, as per instructions provided in the schedule of requirement.
 - (b) Schedule of requirements, quoting the make only duly signed and stamped. (without indicating price)
 - (c) Income Tax Return.

- (d) Copy of last audited balancesheet.
 - (e) Copy of Valid GST/TAN/TIN.
 - (f) Copy of relevant major purchase orders valuing more than Rs.(_____) estimated cost/- executed during last two years for Govt. Depts., PSUs & Central Autonomous bodies..
 - (g) Proof of manufacturing Unit, dealership certificate/general ordersuppliers.
 - (h) Statement of deviations from financial terms & conditions, ifany.
 - (i) Any other enclosure. (Please givedetails)
10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
11. Certified that the bidderis:
- (a) A sole proprietorship firm and the person signing the bid document is the sole proprietor / constituted attorney of the sole proprietor,
Or
 - (b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
Or
 - (c) A company and the person signing the document is the constituted attorney.
- (NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the biddocument).**
12. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shallconstitute a binding contract between us.
13. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
14. We are not participating, as a Bidder or as a sub contractor, in more than one bid in this bidding process, other than alternative bids submitted;
15. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder*	:	
GSTIN Number of the Bidder	:	
NSIC / MSME REGISTERED BIDDERS DETAILS (IF APPLICABLE) [THE SCANNED COPY OF THE CERTIFICATE TO BE UPLOADED IN THE EMD SECTION]		
MSME Registration Number & Validity of the Certificate	:	
NSIC Government Registration Number & Validity of the Certificate	:	
Name of the person duly authorized to sign the Bid on behalf of the Bidder**	:	
Title of the person signing the Bid	:	
Signature of the person named above	:	
Date signed	:	

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address:

.....

.....

.....

Telephone No.: _____

E-mail _____

Company seal

Tender Form

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To

The _____

Ref: Tender No.....Dated:

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
3. The prices quoted are inclusive of all charges net F.O.R NITT. We enclose herewith the complete Financial Bid as required by you. This includes:
 - a. Price Schedule (Bill of Quantity-BOQ).
 - b. Statement of deviations from financial terms and conditions.
4. We agree to abide by our offer for a period of 90 DAYS from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each**

Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commissioner gratuity]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

1. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;and
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Signature of Bidder_____

Dated this day of _____

Details of enclosures_____

Full Address: _____

Telephone No. _____

Mobile No.: _____

E-mail: _____

Company Seal

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date : [insert date (as day, month and year) of Bid Submission]

ADVT. No. : [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name : <i>[insert Authorized Representative's name]</i> Address : <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers : <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
1. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. <input type="checkbox"/> In case of Government-owned enterprise or institution, documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

(For E- Tender) (Annexure – II)
PROCESS COMPLIANCE/ACCEPTANCE OF TENDER CONDITIONS FORM

The Form has to be submitted in the Letter Head of the Firm/Company/Enterprises along with appropriate Sign & Seal)

**The Director,
National Institute of Technology,
Trichy – 15**

Sub : Acceptance to the Process related & Terms and Conditions for the- E-tendering.
Ref. : The Terms & Conditions for e-Tendering mentioned in Tender.
No. : _____

Sir,

We hereby confirm the following,

The undersigned is authorized representative of the company. We have carefully gone through the NIT Tiruchirappalli, Tender Documents and the Rules governing the Limited Tender along with this document. We have examined and have no reservations to the Bidding Documents, including addendum (if any). We offer to supply in conformity with the Bidding Documents and in accordance with the condition of contact specified in this tender document. We will honour the Bid submitted by us during the Limited Tender. We give undertaking that if any mistake occurs while submitting the bid from our side, we will honour the same.

Bid Securing Declaration: - We accept that if we withdraw or modify Bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in this bids document, we will be suspended / blacklisted / banned for contracts with National Institute of Technology, Tiruchirappalli.

We are aware that if NIT Tiruchirappalli has to carry out e-tender again due to our mistake, NIT Tiruchirappalli has the right to disqualify us for this tender when re-floated. We confirm that NIT Tiruchirappalli shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the E-tendering site due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc. Our bid shall be valid for the period from the date fixed for the bid submission deadline & it shall remain binding upon us and accepted at any time before the expiration of bid validity period as per this tender.

If our bid is accepted, we commit to provide a performance security at 3% of purchase value in Bank Guarantee /Fixed Deposits for due performance of the contract as per NIT Tiruchirappalli policy and warranty-guarantee as per tender specification or agrees as per contract. We understand that this bid, together with your written acceptance thereof included in your notification of award/placement of order, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive. We accept that the competent authority in NIT Tiruchirappalli will have full right to reject any/all offer(s) without assigning any reason thereof and does not bind itself to accept the lowest or any other tender and full authority to postpone the tender issue date, submission /opening date or to alter any other condition of tender /cancellation of this tender, as per policy/committee recommendations of NIT Tiruchirappalli at any stage without assigning any reason thereof for which no claim from whomsoever will be entertained. I/We the undersigned have read the entire terms and conditions of this Tender document and we are fully agreeable to the terms and conditions mentioned herein. The decision of competent authority of NIT Tiruchirappalli with respect to this Tender-Result will be fully agreeable and binding on us.

This letter can be treated as signed and acceptance copy of tender documents and the forms submitted as signed by competent authority of firm submitting this tender and there is no need to submit separate signed copy of tender document.

Competent Authority of the Firm/Company/Enterprises to sign:

Name
Designation
Contact Details

Date with stamp & seal of organization:

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

To

The Director,
National Institute of Technology,
Tiruchirappalli – 620 015, Tamil Nadu

Sub	:	Authorization for release of payment / dues from National Institute of Technology, Tiruchirappalli through Electronic Fund Transfer/RTGS Transfer.
-----	---	--

1. Name of the Party / Firm / Company / Institute :
2. Address of the Party :
3. City _____ Pin Code _____
4. E-Mail _____ Mobile No: _____
5. Permanent Account Number _____
6. Particulars of Bank:

Bank Name:		Branch Name:	
PIN Code:		Branch Code:	
IFS Code:(11 digit alpha numeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Director, National Institute of Technology Tiruchirappalli responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____ Date: _

Signature & Seal of the Authorized Signatory of the Party

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contractaward.

Table of Forms

	Forms	Page No
1.	Tender Acceptance Letter	
2.	Contract Agreement	
3.	Performance Security	
4.	Advance Payment Security	

NIT, Tiruchirappalli

Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. :

Name of Tender / Work :

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s)namely:

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from PageNo. _____ to _____ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

1. *[insert complete name of Purchaser]*, a *National Institute of Technology, Tiruchirappalli of the Ministry of Human resource and development of the Government of india* (hereinafter called “the Purchaser”), of the one part, and
2. *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Tender Forms
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules (BOQ))
 - (h) any other document listed in GCC as forming part of the Contract

1. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

**Performance Security
Option 1: (Bank Guarantee)**

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

*[Guarantor letterhead or SWIFT identifier code] **Beneficiary:** [insert name and Address of Purchaser]*

Date: _ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee referencenumber]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[Insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*⁵, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...⁶, and any demand for payment under it must be received by us at this office indicated above on or before that date.

⁵ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

⁶ Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph:

"The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

NIT, Tiruchirappalli

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the se presents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the _____ Day of _____, 20____, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations there under, the Surety may promptly remedy the default, or shall promptly :

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20.

SIGNED ON _____ on behalf
of _____
By _____ in the capacity
of _____
In the presence of _____

SIGNED ON _____ on behalf
of _____
By _____ in the capacity
of _____

In the presence of

NIT, Tiruchirappalli

Help Page to Web load the documents in E-Tender Portal
For Cover Wise Uploading The Tender Documents

AFTER LOGGING IN TO THE BIDDER'S LOGIN

COVER WISE TO BE UPLOADED DOCUMENTS

COVER - 1

Cover No	Cover Type	Document Type	Description	Remarks
1	Fee	.pdf	Scanned Copy of Bid Security in the form of DD/BG/Exemption Certificate (MSME/NSIC)	EMD Amount specified in the Tender Document
		.pdf	Scanned Copy of duly filed signed Bid security Declaration Form	Scanned Copy Bid security Declaration Form

COVER - 2

2	PreQual	.pdf	Declaration by the firm that it has never been black-listed	Self declaration by the firm duly signed & stamped
		.pdf	Profile of each Bidder and past experience in supply of the material	Previous supplies to the Govt. Institutions / Govt. Organisations.
		.pdf	True copy of Permanent Account Number	Scanned copy of PAN CARD of the firm
		.pdf	Details of Goods and Service Tax (GSTIN) along with a copy of certificate	GSTIN Registration certificate
		.pdf	Manufacturers authorization certificate	The form available in Part – 4 Section IX to be filled in by the Manufacturer/ OEM in the Manufacturer / OEM letter head with the Signatory name, Designation, Phone Number,
		.pdf	Checklist for Bid/Tender Submission	Duly filled and signed and stamped Checklist for Bid / Tender Submission available in the page no.3
		.pdf	Copy of the last three years audited balance sheet of your firm	Audited Balance sheet of the firm for the last three years

COVER – 3

Cover No	Cover Type	Document Type	Description	Remarks
3	Technical	.pdf	Tender Forms (Techno Commercial Un-Priced Bid and Tender Acceptance Letter)	Techno commercial Un-priced bid and duly filled and signed Tender Acceptance letter available in Part – 4 Section IX
		.pdf	Scanned Copy of Completion Schedules	Previous supplies and installation along with completion certificate
		.pdf	Technical Bid (brochures /pamphlets)	Brochure / Pamphlet of the quoted Make & Models along with the specifications
		.pdf	Scanned Copy of written confirmation authorizing the signatory of the Bid to commit the Bidder	Authorising the signatory of the bid to commit the bidder in (written confirmation)
		.xls	Technical Bid	Duly filled-in Technical Excel file in 97-2003 format
		.pdf	Technical Bid	Duly filled-in and signed Technical bid in PDF

COVER - 4

4	Finance	.pdf	Scanned Copy of Tender form (Priced Bid)	Duly filled and signed Tender Form (Price Bid) available in Part – 4 Section IX
		.xls	BOQ	Duly filled in Price Bid Excel file in 97-2003 format
		.pdf	Scanned copy of item wise breakup of price bid	Item wise breakup of price bid in PDF (duly signed)