

# **Indian Institute of Science**





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29 August 2023

### **To Whom It May Concern**

Local Tender for "Diagnostic Tests for Blood Biochemistry"

This is an RFQ (Request for Quote) for the procurement of diagnostic services on blood samples obtained from volunteer human donors for an approved study being conducted at the Indian Institute of Science.

| Section 1  | Bid Schedule         |  |  |
|------------|----------------------|--|--|
| Section 2  | Eligibility Criteria | As specified by IISc                           |  |
| Section 3` | Terms and Conditions | As specified by IISc                           |  |
| Section 4  | Specifications       | Technical specifications                       |  |
| Section 5  | Technical Bid        | Annexure 1 – bidder details                    |  |
|            |                      | Annexure 2 – Declaration regarding clean track |  |
|            |                      | record of bidder                               |  |
|            |                      | Annexure 3 – Declaration of acceptance of      |  |
|            |                      | tender   |  |
|            |                      | Annexure 4 – Terms and Conditions. Details of  |  |
|            |                      | items quoted                                   |  |
|            |                      | Annexure 5 – draft memorandum of agreement     |  |
| Section 6  | Commercial Bid       | Quotation with price and technical             |  |
|            |                      | specifications                                 |  |
| Section 7  | Check List           |  |  |

### Please note the following:

- The quotations should be on FOR-IISc Bangalore basis in INR only.
- MSMEs can seek an exemption to some qualification criteria. IISc follows GFR2017 for such details.

## Section 1: Bid Schedule

| 1 | Tender No.                           | IISc/BSSE/Aug2023-01  |
|---|--------------------------------------|---|
| 2 | Tender Date                          | 30 August 2023  |
| 3 | Item Description                     | Diagnostic Tests for Blood Biochemistry   |
| 4 | Tender Type                          | Two Bid System  (i) Technical Bid (part A) – in separate envelope  (ii) Commercial Bid (part B) – in separate envelope                                  |
| 5 | Place of Tender<br>Submission        | Office of Chair, Centre for BioSystems Science and Engineering,<br>Indian Institute of Science, Bengaluru – 560012                                      |
| 6 | Last Date of<br>Tender<br>Submission | 21 September 2023   |
| 7 | Any further clarification            | Prof. Siddharth Jhunjhunwala Centre for BioSystems Science and Engineering, Indian Institute of Science, Bengaluru – 560012 Email: siddharth@iisc.ac.in |

### **Section 2: Eligibility Criteria**

- 1. The Bidders firm should have existence of minimum of 5 years (enclose company registration certificate).
- 2. The Bidders must have received the accreditation from National Accreditation Board for Testing and Calibration Laboratories (NABL) in accordance with ISO 15189 based on ISO/IEC standard 17025 (enclose certificate) and all other accordance in line with the local and national authorities.
- 3. The Bidders firm must have all clearances from the Govt. of Karnataka and Govt. of India for the handling of human samples.
- 4. The Bidders must have a clinical laboratory and testing centre in the city of Bengaluru for sample collection and testing locally and to provide results within 24 hours of blood collection.
  - a. The Bidders must also have capacity to handle over 300 samples per day at their clinical laboratory.
- 5. The Bidders must have trained and certified on the rolls of the company for blood collection.
- 6. The bidder should sign and submit the declaration for Acceptance of Terms and Conditions as per -Annexure 4.
- 7. The Bidder must not be blacklisted/banned/suspended or have a record of any service-related dispute with any organization in India or elsewhere. A declaration to this effect has to be given as per Annexure 3.
- 8. The diagnostic company must submit quotations / bid documents directly and act as Bidder.

### **Section 3: Terms and Conditions**

#### A. Submission of Tender

- 1. All documentations in the tender should be in English.
- 2. Tender should be submitted in two envelops (two bid system).
  - a. Technical Bid (Part-A) Technical bid consisting of all technical details and check list for conformance to technical specifications. The technical proposal should contain a technical compliance table with 3 columns.
    - i. The first column must list the technical requirements, in the order that they are given in the technical requirement below.
    - ii. The Second column should describe your compliance with a "Yes" or "No" only. Ensure that the entries in column 2 and column 3 are consistent.
    - iii. The third column may be used to add any comments. You can use this opportunity to highlight technical features, qualify response of previous columns, or provide additional details, or provide details as requested in the technical requirements table below.
  - b. Commercial Bid (Part-B) Indicating item wise price for the items mentioned in the technical bid, as per the format of quotation provided in tender, and other commercial terms and conditions.
  - c. The technical bid and price bid should each be placed in separate sealed covers, superscripting on both the envelopes the tender no. and the due date. Both these sealed covers are to be placed in a bigger cover which should also be sealed and duly superscripted with the Tender No, Tender Description & Due Date.
- 3. The SEALED COVER superscripting tender number / due date & should reach Chair Office, Centre for BioSystems Science and Engineering, Indian Institute of Science, Bangalore 560012, India on or before due date mentioned in the tender notice. In case due date happens to be holiday the tender will be accepted and opened on the next working day. If the quotation cover is not sealed, it will be rejected.
- 4. All queries are to be addressed to the person identified in "Section 1 Bid Schedule" of the tender notice.
- 5. GST/other taxes, levies etc., are to be indicated separately. The BIDDER should mention GST Registration and PAN in the tender document.
- 6. If price is not quoted in Commercial Bid as per the format provided in tender document the bid is liable to be rejected.
- 7. 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 the award of contract, without there by incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders.
- 8. Incomplete bids will be summarily rejected.
- 9. The quotations should be on FOR-IISc Bangalore basis in INR only.

#### B. Cancellation of Tender:

Notwithstanding anything specified in this tender document, IISc Bangalore, in its sole discretion, unconditionally and without having to assign any reason, reserves the rights:

- a. To accept OR reject lowest tender or any other tender or all the tenders.
- b. To accept any tender in full or in part.
- c. To reject the tender, offer not confirming to the tender terms.

### C. Validity of the Offer:

The offer shall be valid 90 Days from the date of opening of the commercial bid. The offer shall also be valid for the entire year following the signing of a Memorandum of Agreement with the IISc on the basis of the quotation received.

#### D. Evaluation of Offer:

- 1. The technical bid (Part A) will be opened first and evaluated.
- 2. Bidders meeting the required eligibility criteria as stated in Section 2 of this document shall only be considered for Commercial Bid (Part B) opening. Further, agencies not furnishing the documentary evidence as required will not be considered.
- 3. Pre- qualification of the bidders shall not imply final acceptance of the Commercial Bid. The agency may be rejected at any point during technical evaluation or during commercial evaluation. The decision in regard to acceptance and / or rejection of any offer in part or full shall be the sole discretion of Purchase Committee IISc Bangalore, and the decision in this regard shall be binding on the bidders.
- 4. The award of contract will be subject to acceptance of the terms and conditions stated in this tender.
- 5. Any offer which deviates from the vital conditions (as illustrated below) of the tender is liable to be rejected:
  - a. Non-submission of complete offers.
  - b. Receipt of bids after due date and time and or by email / fax (unless specified otherwise).
  - c. Receipt of bids in open conditions.
- 6. In case any BIDDER is silent on any clauses mentioned in these tender documents, Purchase Committee IISc Bangalore shall construe that the BIDDER had accepted the clauses as of the tender and no further claim will be entertained.
- 7. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.
- 8. Lowest bid will be calculated based on the total price of all items tendered.

#### E. Purchase Order:

- 1. The order will be placed on the bidder whose bid is accepted by IISc based on the terms & conditions mentioned in the tender document.
- 2. The order will also be given only after the Memorandum of Agreement is signed by the Company and IISc.
- 3. The quantity of the items in tender is only indicative. Purchase Committee IISc, Bangalore reserves the right to increase /decrease the quantity of the items depending on the requirement.

4. If the quality of the product and service provided is not found satisfactory, Purchase Committee IISc, Bangalore reserves the right to cancel or amend the contract.

#### F. Delivery:

The bidder will abide by all the rules of this tender and the memorandum of understanding in term of conducting the diagnostic tests and providing the results.

### G. Payment Terms:

- 1. 100% payments will be released every month upon the receipt of an invoice for all the tests conducted that month.
- 2. The invoice will be subjected to TDS as per rules.
- 3. Price basis must be on FOR-IISc Bangalore basis only.
- 4. As per GFR no advance payment can be made to domestic vendors unless an equal amount of bank guarantee is provided.

#### H. Statutory Variation:

Any statutory increase in the taxes and duties subsequent to bidder's offer, if it takes place within the original contractual delivery date, will be borne by IISc, Bangalore subject to the claim being supported by documentary evidence. However, if any decrease takes place the advantage will have to be passed on to IISc, Bangalore.

#### I. Disputes and Jurisdiction:

Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within the city of Bangalore, India.

#### J. General:

- 1. All amendments, time extension, clarifications etc., within the period of submission of the tender will be communicated electronically. No extension in the bid due date/time shall be considered on account of delay in receipt of any document(s) by mail.
- 2. The bidder may furnish any additional information, which is necessary to establish capabilities to successfully complete the envisaged work. It is however, advised not to furnish superfluous information.
- 3. Any information furnished by the bidder found to be incorrect, either immediately or at a later date, would render the bidder liable to be debarred from tendering/taking up of work in IISc, Bangalore.

### **Section 4: Technical Requirements**

- 1. The diagnostic company must have had ongoing operations for at least 5 years in the Bengaluru Urban area. A copy of their registration, PAN and any other supporting documents are to be submitted.
- 2. The diagnostic company must have capacity to perform tests on at least 300 individuals per day (proof of number of tests performed per day must be submitted).
- 3. The company must agree to do 300 1000 tests per year as part of this tender. A statement of the same on company letterhead must be provided. IISc shall not guarantee a minimum number of tests in this study, but it is expected that a minimum of 300 and a maximum of 1000 tests will be requested in a single year following the signing of the MoU with winning bidder.
- 4. We expect the diagnostic company to perform the following diagnostic tests using the specific technique mentioned –

| S. no. | Parameter being measured   | Specific technique (if required) and other commnts   |
|--------|--|--|
| 1      | Complete blood count including the following parameters: Hemoglobin, RBC count, Platelet count, PCV, MCV, MCH, MCHC, RDW, MPV, WBC count, counts and percentages of various immune cells (differential), | Cytometer  |
| 2      | Lipid profile including total cholesterol, HDL, LDL, VLDL, triglycerides,  | Direct measurement of HDL, LDL and other components (precipitation and indirect methods not allowed) |
| 3      | TSH  |  |
| 4      | Serum creatinine   |  |
| 5      | Serum Ferritin   |  |
| 6      | Ionized calcium and calcium  |  |
| 7      | Fasting blood sugar (glucose)  |  |
| 8      | HbA1c  | Chromatography; additional methods<br>may also be used (such as on DCA<br>Vantage                    |
| 9      | Fasting insulin  |  |
| 10     | Fasting c-peptide  |  |
| 11     | AST, ALT and ALP   |  |
| 12     | Serum albumin  |  |
| 13     | CRP  |  |
| 004    | Optional Tests (below)   |  |
| 021    | GGT  |  |
| 022    | NT Pro BNP   |  |

| 5. | The Bidders must have received the accreditation from National Accreditation Board for Testing and Calibration Laboratories (NABL) in accordance with ISO 15189 based on ISO/IEC standard 17025 (enclose certificate) and all other accordance in line with the local and national authorities – accreditation documents to be attached. |
|----|--|
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|    |  |
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### Section 5: Technical Bid

The technical bid should furnish all requirements of the tender along with all annexures in this section and submitted to –

Chair, BSSE Attn: Siddharth Jhunjhunwala Centre for BioSystems Science and Engineering Indian Institute of Science Bengaluru, KA – 560012

#### Annexure - 1:

| Details | of the | Bidder |
|---------|--------|--------|
|---------|--------|--------|

The bidder must provide the following mandatory information & attach supporting documents wherever mentioned:

- 1. Name of the Bidder
- 2. Nature of Bidder (Attach attested copy of Certificate of Incorporation/ Partnership
- 6. Deed)
- 3. Registration No/ Trade License, (attach attested copy)
- 4. Registered Office Address
- 5. Address for communication
- 6. Contact person- Name and Designation
- 7. Telephone No
- 8. Email ID
- 9. Website
- 10. PAN No. (attach copy)
- 11. GST No. (attach copy)

| Signature of the Bidder |      |      |
|-------------------------|------|------|
| Name and Designation    | Seal | Date |

| Declaration of the track record   |                                   |              |  |
|---|-----------------------------------|--------------|--|
| To,<br>The Chair,<br>Centre for BioSystems Science and Engineering<br>Indian Institute of Science, Bengaluru 560012, India  |                                   |              |  |
| Ref: Tender No: XXXXXXX   |                                   | Dated: XXXXX |  |
| Subject – Tender for Diagnos  | stic Tests for Blood Biochemistry |              |  |
| Dear Professor,   |                                   |              |  |
| I've carefully gone through the Terms & Conditions contained in the above referred tender. I hereby declare that my company/ firm is not currently debarred /blacklisted by any Government / Semi Government organizations/institutions in India or abroad. I further certify that I'm competent officer in my company/firm to make this declaration. |                                   |              |  |
| Signature of the Bidder   |                                   |              |  |
| Name and Designation  | Seal                              | Date         |  |

Annexure – 2:

| Declaration of the track record  |                                   |              |  |
|--|-----------------------------------|--------------|--|
| To,<br>The Chair,<br>Centre for BioSystems Science and<br>Indian Institute of Science, Bengalur  |                                   |              |  |
| Ref: Tender No: XXXXXXX  |                                   | Dated: XXXXX |  |
| Subject – Tender for Diagnos   | stic Tests for Blood Biochemistry |              |  |
| Dear Professor,  |                                   |              |  |
| I've carefully gone through the Terms & Conditions as mentioned in the above referred tender document. I declare that all the provisions of this tender document are acceptable to my company. I further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration. |                                   |              |  |
| Signature of the Bidder  |                                   |              |  |
| Name and Designation   | Seal                              | Date         |  |

Annexure – 3:

#### Annexure – 4:

### Details of items quoted:

- a. Company Name
- b. Product Name
- c. Part / Catalogue number
- d. Product description / main features
- e. Detailed technical specifications
- f. Remarks

#### Instructions to bidders:

- 1. Bidder should provide technical specifications of the quoted product/s in detail.
- 2. Bidder should attach product brochures along with technical bid.
- 3. Bidders should clearly indicate compliance or non-compliance of the technical specifications provided in the tender document.

# Annexure 5: Draft Memorandum of Agreement

|     | This Memorandum of Agreement has been made and executed at Bangalore on this  Day of the month of 2023  |
|-----|---|
|     | BETWEEN   |
| (1) | Diagnostic Company Name and Address to be inserted here, (hereinafter referred to as "Company").  |
|     | AND   |
| (2) | Indian Institute of Science, Bangalore, a Trust registered under the Charitable Endowments Act of 1890 and a centrally funded Technical Institution, a Deemed to be university and an autonomous body funded by Ministry of Human Resource Development, Government of India and having its Registered Office at Sir. C. V. Raman Road, Bangalore – 560 012, represented by its Registrar, (hereinafter referred to as "IISc"/"Disclosing Party", which expression shall unless it is repugnant to the context or meaning thereof, include its representatives, nominees, affiliates, and/or assigns of IISc), of the FIRST PART |

WHEREAS the Parties are entering into this agreement for provision of services relating to a study to be conducted by Dr. Siddharth Jhunjhunwala, at the Indian Institute of Science, titled "Predicting the Risk of Developing Diabetes and its Complications through a Longitudinal Cohort Study".

WHEREAS the Company has agreed to perform certain services for IISc under the following terms and conditions on enumerated hereunder.

#### 1. Investigations by Company Name:

- a. All the investigations and services will be provided by the Company as described in the technical specifications of the quote submitted by the Company to IISc as part of the request for quote (tender) titled "diagnostic tests for blood biochemistry".
- b. Specifically, the Company agrees to provide the following deliverables to IIsc:
  - 1. Peripheral venous blood samples will be collected through a visit to IISc's health centre, as required.
  - 2. During the visit, the individual collecting the sample will wear all personal protective equipment to mitigate the risk of spreading any infections.
  - 3. On isolated peripheral venous blood, the following measurements will be performed:

### 2. Logistics by Company:

- a. The sample collection (through a trained and licensed phlebotomist) and report delivery services will be provided by the Company as required by IISc. However, in case of genuine emergency, the services shall be rendered at odd hours depending on availability of the courier boy at additional cost.
- b. The primary responsibility of collecting samples lies with the Company. The Company will not be responsible for any sample loss due to natural calamities and incidences beyond its control. However the Company and its agents are required to take reasonable care and caution during the time of collection and transportation of such samples.
- c. The Company shall endeavor to send to IISc the reports of the specimens sent to it as per the schedule defined in the price list provided as part of the financial bid in response to the request for quote (tender) titled "diagnostic tests for blood biochemistry". The Company shall not be responsible for delays due to circumstances beyond its reasonable control.
- d. The Serum vials and vacuum containers will be provided by the Company at no cost, upon request by IISc.
- **3.** Pricing at Company: The Company shall charge IISc such amount as enumerated in the winning bid submitted in response to tender.

- 4. Billing by Company: A monthly bill statement describing sample ID (as name volunteer/patient name may not be available), date of receipt of sample, SID number, total charges, collection charges, and net charges payable will be issued every month.
- **5.** Any discrepancy in the bill must be reported by IISc within 3 days of the receipt of the bill in writing at our email address only company email here. Delayed request will not be addressed.
- **6.** Sampling by Company: Samples are to be sent to the Laboratory of the Company as per the Sample procedures defined by Company as per all rules and regulations laid out by the state and central government authorities.

#### 7. Payment to Company:

- a. IISc shall make the payment against the invoice within 30 days from date of receipt. If the due amount exceeds the credit limit (60 days) sanctioned by us in the system, services will be automatically deactivated without prior information.
- b. If the services rendered by the Company are either not according to the standards prevailing in the industry, or if the Company renders deficient services, IISc is entitled to withhold payments to the Company until such deficiency is rectified by the Company.
- c. Payments to be made through online transfer. 'Company' will register as vendor on IISc's portal (hello vendor).
- d. For the purpose of TDS the Company's PAN No.is. A Certificate is to be issued to the Company timely, maximum by 15th June of every financial year.
- e. The company is requested to pursue the matter of payments in case the receipt is not obtained.
- f. In case of default of payment client code will be deactivated with immediate effect following a notice.
- **8.** Services Support at Company The Company shall establish a "Service Support Head" who will attend to queries/suggestions with regards to reports, samples, urgent pickups, billing and operations.

#### 9. Confidentiality:

- a. The Company shall maintain the samples and data submitted by the IISc, and the test reports/deliverables as Confidential Information and the Company shall treat in confidence any such Confidential Information received directly or indirectly from IISc and shall not under any circumstances disclose the same to any third party unless expressly authorized in writing by IISc.
- b. The Company may disclose the Confidential Information or portions thereof to those of its directors, officers, employees, representatives and agents (collectively, the "Representatives") who need to know such information for the purpose of rendering its services under this Agreement.

### 10. Miscellaneous:

- a. This Agreement shall come into effect from the effective date and shall extend to a period of One (1) Year from the effective date.
- b. IISc shall be the sole owner of all Intellectual property arising out of the research/study titled "Predicting the Risk of Developing Diabetes and its Complications through a Longitudinal Cohort Study".
- c. Nothing in this Agreement shall be construed to mean an existence of an employer employee relationship between the Company and IISc, or a Principal and Agent relationship between the Company and IISc.
- d. The services rendered under this Agreement shall be construed as a "Work for Hire" and the Company shall be a service provider.
- e. This Agreement shall be subject to the exclusive jurisdiction of the commercial courts in Bengaluru.

|                          | r party will be at liberty to | and can be extended by mu<br>o terminate this agreement by givi |  |
|--------------------------|-------------------------------|---|--|
| For <mark>Company</mark> |                               |   |  |
| Authorized Signate       | ory                           |   |  |
| Witness:                 |                               |   |  |
| 1.                       |                               |   |  |

2.

| Accepted by IISc   |  |  |
|--------------------|--|--|
| Name:              |  |  |
| Contact No:        |  |  |
| Email ID:          |  |  |
| Seal and Signature |  |  |
|                    |  |  |

Note: Documents required for opening a new code

- 1) Proof of photo ID
- 2) PAN card Xerox
- 3) Address proof / Firm Registration Copy

# Section 6: Commercial (financial) Bid

The commercial bid should be furnished with all requirements of the tender with supporting documents as mentioned under:

| S. No. | Description  | Unit Price   | Any comments |
|--------|--|--|--------------|
| 1      | "Item" as noted in the technical specification (list each item in a new row) |  |              |
| 2      | Optional items noted in the technical specification                          |  |              |
| 3      | Any other item, if any   |  |              |
| 4      | FOR IISc, Bengaluru (total)  | Quote total price here<br>for tests done on a<br>single individual |              |

### Addressed to

The Chair Centre for BioSystems Science and Engineering Indian Institute of Science Bengaluru, 560012

#### **Section 7: Checklist**

This should be enclosed with technical bid- Part (A)

The following items must be checked before the Bid is submitted:

- 1. Sealed Envelope "A": Technical Bid Section 5- Technical Bid (each page signed by the authorized signatory and sealed) with
- 2. the below annexures:
  - a. Annexure 1: Bidders details
  - b. Annexure 2: Declaration regarding clean track record
  - c. Annexure 3: Declaration for acceptance of terms and conditions
  - d. Annexure 4: Details of items quoted
- 3. Copy of this tender document duly signed by the authorized signatory on every page and sealed.

Sealed Envelop "B": Commercial Bid

Your quotation must be submitted in two envelopes: Technical Bid (Envelope A) and Commercial Bid (Envelope B) super scribing on both the envelopes with Tender No. and due date and both of these in sealed covers and put in a bigger cover which should also be sealed and duly super scribed with Tender No., Tender description & Due Date.