

Request for Proposal (RFP)

For The Procurement of Equipments and Consumables for Biomarker tests in
Longitudinal Ageing Study of India (LASI)
Main Wave 1 & 2 (2015 -2019)

Bid Document



(स्थापना / Established in 1956)
बेहतर भविष्य के लिए क्षमता निर्माण
Capacity Building for a Better Future

International Institute for Population Sciences
(Deemed University)
Govandi station road, Deonar, Mumbai-400088
Tel/ Fax: 91-22-42372401

Key Events and Dates for the Procurement of Equipments and Consumables for Biomarker tests

1	Tender Inviting Authority	International Institute for Population Sciences, Govandi Station Road, Deonar, Mumbai-400 088
2	Job Requirement	Procurment of Equipments and Consumables for Biomarker tests
3	Announcement of Bids for LASI - Main wave-1	24th November , 2016
4	Any query on Bid document	Working days (Monday to Friday) between 3.00 to 5.00 PM up to 15th December 2016* (Tele no.- 91-22-42372400/91-22-42372401)
5	Last date for submission of bid	15th December , 2016 up to 5.00 P.M
6	Opening of Pre- eligibility criteria evaluation	16th December, 2016 at 11.00 P.M
7	Opening of technical and financial Bid	To be announced through IIPS website
8	Announcement of Selected Organization /vendor	To be announced through IIPS website

Checklist of eligibility for opening of bid

Sr. No.	Pre-Qualification Criteria	Proof/Documents Required
1	I. Name and address of the Organization, II. Year of establishment III. Whether Organization is registered in INDIA under Society Registration Act, 1860 or Companies Act 1956 or is an autonomous body or a Partnership firm or proprietorship etc. Or institutions affiliated to universities, and details there of e.g., name(s) of partners, Managing Directors, Chief Executive etc.	Copy of Certificate of Incorporation/ Registration/ MoU as Applicable / License
2	The organization bidding for equipments and consumables for biomarker tests should have a valid PAN and VAT in	Copy valid PAN and VAT card
3	The organization bidding for equipments and consumables for biomarker tests should not have been blacklisted by Autonomous organization/Institution or Central/ State Government departments / Undertakings of Govt. of India or Court of Law anywhere in country.	No Conviction certificate duly signed.
4	The organization bidding for equipments and consumables for biomarker tests should not have worked for any Tobacco Company in the last one decade.	An affidavit on non-judicial stamp paper of Rs. 100/-
5	Earnest Money Deposit * (EMD) (Refundable) for Biomarker equipments or Biomarker equipments & consumables Rs.1,00,000/- and for Biomarker Consumables Rs.30,000/-	
6	Processing fees** - (Not Refundable)	

***Should be paid through Demand Drafts drawn in favour of “Director, IIPS” payable at Mumbai.**

****PROCESSING FEES SLAB RATE FOR BIOMARKERS COSTING BETWEEN FOLLOWING RANGE**

Total Cost of Biomarkers for which bid is submitted by bidder	Processing fees (in Rs.)
Total Cost of Biomarkers Up to 25,000/-	500/-
Total Cost of Biomarkers exceeding Rs.25,000/- but less than equal to 1,00,000/-	1000/-
Total Cost of Biomarkers exceeding Rs.1,00,000/- but less than equal to Rs. 10,00,000/-	2500/-
Total Cost of Biomarkers Exceeding Rs.10,00,000/- but less than equal to Rs. 35,00,000/-	5000/-
Total Cost of Biomarkers Exceeding Rs.35,00,000/-	10000/-

Note: It is mandatory for organization/bidder to submit one combined bid document, specifying all the details and specifications if the organization or bidder bidding for more than one biomarker item instead of providing separate bid for each of the items.

INTRODUCTION

A. Purpose of Request for Proposal (RFP)

The purpose of this Proposal is to procure biomedical equipments and supplies for the biomarker component for conducting the Wave 1 of the Longitudinal Ageing Study of India (LASI) project during 2015-17.

B. Background

The Longitudinal Ageing Study in India (LASI) is a full-scale, national survey of scientific investigation of the health, economic, social, and determinants and consequences of population ageing in India. LASI is envisioned as a nationally representative survey of 60,250 older adults in age 45+ in India and 30 states, all union territories that will be conducted every 2 years and projected to run for the next 25 year. Internationally harmonized, de-identified panel data will be collected enabling cross-state analyses within India and cross-national analyses of ageing, health, economic status, and social behaviors.

LASI will allow a better understanding of India's adult health problems and population ageing processes and will inform the design of appropriate evidence-based policies for adults and older people in India.

Survey design:

LASI main wave adopts longitudinal cluster sample research design. LASI is a biennial survey and will cover nationally representative sample of 60,250 interviews of persons aged 45+ years and their spouses regardless of age in sampled households. LASI will use three instruments, namely:

- a) Community Survey (administered at community level, village/rural and Urban/ward),
- b) Household questionnaire (administered one per household) and
- c) Individual questionnaire (administered to each respondent in age 45+ and their Spouses).

C. Specific Objectives and Scope of LASI

The main goal of LASI is to collect credible scientific data on burden of disease, functional health, health care and social and economic wellbeing of older adults. LASI data will be collected based on internationally comparable research design, tools and adopt cutting edge scientific methods to provide the foundation for credible and acceptable data – for national policy and long-term scientific research. The main objective of LASI is to provide comprehensive scientific longitudinal data on the following major subject namely:

- 1) Health: Disease burden & risk factors (reported and measured)

- 2) Health care and health care financing
- 3) Social: Family and social network and Welfare Programmes
- 4) Economic: income, wealth and expenditure, work, Retirement and Pension

D. Introduction of Biomarkers

Biomarker, or biological marker, generally refers to a measurable indicator of some of the biological state or health condition. Biomarkers are often measured and evaluated to examine normal biological processes, pathogenic processes, or pharmacologic responses to a therapeutic intervention. Biomarkers are used in many scientific fields.

Biomarkers are considered as an important tool for understanding the association of socioeconomic status with health and mortality. Biomarkers can be useful for studying a variety of social behaviors and environments, burden of health risk and chronic disease conditions.

The inclusion of various ranges of biomarkers is particularly important for India, where access to healthcare tends to be limited. India's aging population is a risk for a very high burden of undiagnosed diseases. With low literacy level in this age group a significant level of self-reporting bias exists. Biomarkers provide useful insight formation and state level programme and policy interventions and more accurate assessment of burden of disease and health conditions

LASI covers wide range of direct physical examinations: physical tests and markers. The biomarker collection will be done in the field by following the developed standardized protocols and procedures. LASI Main wave1 & 2 aims to estimate measured health risk morbidity indicators among eligible members of household individuals.

LASI biomarker comprises four components namely:

i. Anthropometric Measurements:

- Height
- Weight
- Waist Circumference
- Hip Circumference

ii. Functional Health Markers:

- Blood Pressure and Pulse rate
- Lung Function Test
- Vision Test :Near and Distance visual acuity

iii. Performance Based Markers:

- Grip Strength
- Timed-walk
- Balance test

iv. Dried Blood Spot (DBS) based Markers

- C-reactive Protein (CRP) (**CVD**)
- Epstein Bar virus (**Immunity**)
- Glycosylated Hemoglobin (HbA1c) (**Diabetes**)
- Hemoglobin (Hb) (**Anaemia**)

E. Biomarker Field Implementation

The LASI survey team will consist of one supervisor, two male investigators, two female investigators and one health investigator. LASI Main wave 1 covers the Biomarker component which would require a health coordinator for each Field Agency. During the survey, health investigators will be required to collect Biomarker information which will be directly entered into CAPI on day to day basis.

F. Survey Organization

LASI Main wave I is being conducted at the request of the Ministry of Health and Family Welfare in which IIPS being the nodal institution has a primary role in the planning for the survey and in the analysis and dissemination of the survey results.

The International Institute for Population Sciences (IIPS) will serve as the implementing agency for LASI. IIPS will take responsibility for operational matters including planning and conducting fieldwork, processing of collected data and organizing the writing and distribution of reports. IIPS will furnish then necessary central office space for survey personnel and will undertake to secure transport for the data collection activities. Staff from IIPS will be responsible for overseeing the day-to-day technical operations including recruitment and training of field and data processing staff and the supervision of the office and field operations.

G. Supplies and Equipment

The requisite Biomarker equipment and consumables for training and field work will be centrally procured by IIPS and made available to the Field Agency. Gold standard survey protocol and technologies are used in conducting the Biomarker testing in LASI survey.

Submission of Bids

The bidder shall submit in a sealed envelope three (3) copies of all the bid documents. All copies of the bids (One Original and Two Duplicates) must consist of the following:

- a. Eligibility criteria as per the criteria given in this document along with the requisite Earnest Money Deposit (EMD) (Refundable) of Rs. 1,00,000/- for Biomarker equipments /equipments & consumables and Rs. 30,000/- if bidding for Biomarker Consumables only in a separate envelope.
- b. Technical proposal, super-scribing on the top right hand side of the cover envelope

as Technical Bid and Biomarkers equipments and/or consumables for which the technical bid is being submitted.

- c. Financial proposal super-scribing on the top right hand side of the cover as Financial Bid and the Biomarkers equipments and/or consumables for which the financial bid is being submitted.
- d. For each of the bid application, a non-refundable processing fee (as per processing fees slab mention above) by DD in favor of Director, IIPS payable at Mumbai should be submitted with Bid document.
- e. For each of the Bid application, the envelopes containing the Technical and Financial Proposals are to be enclosed in separate envelope, clearly super-scribing the original/duplicate copy, contents of the envelope of the enclosed proposals.
- f. All the pages of the Financial Proposal shall be duly signed by the authorized signatory of the bidder in ink before submission. Corrections, if any, shall be countersigned.
- g. Failure to provide and/or comply with the required information, instructions, etc. incorporated in these Bid documents may result in rejection of its tender.

General Terms and Conditions

- 1. Language of tender:** The proposal, along with all the correspondence and documents exchanged by the bidder and IIPS, shall be written in the English language.
- 2.** The prices once finalized will remain unaltered during the contract period.
- 3. Amendments to the tender:** IIPS reserves rights to amend any of the tender conditions or a part thereof before the last date for the receipt of the tender, if necessary. Amendments, if any, would be placed on the Institute's website (www.iipsindia.org). The decision of extending the due date and time for the submission of tender documents on the account of amendments will be at the sole discretion of IIPS.
- 4.** Cost of travel and stay of the officials for attending pre-bid meeting/technical or financial bid opening will be borne by the bidder. The bidder shall bear all cost and expenditure incurred and/ or to be incurred by it in connection with its bidding processing including preparation, mailing and submission of its bid document and for subsequent processing the same. The IIPS will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.
- 5.** IIPS reserves the right to choose, accept or reject any or all request /offers, in full or part, reduce or increase the quantity, spilt the order, criteria of requirement at any stage without giving any notice or assigning any reason. The decision of the Director, IIPS in this regard shall be final.
- 6.** IIPS reserves the right to cancel the request for proposal (RFP) at any stage without assigning any reason. The decision of the Director, IIPS in this regard shall be final

7. Earnest Money Deposit (Refundable): The bidders should furnish an Earnest Money Deposit (EMD) of Rs.1,00,000/- for Biomarker equipments or Biomarker equipments & consumables and Rs.30,000/- for Biomarkers consumables for each bid submitted by the bidding by means of Demand Draft/ Banker Cheque drawn on any Nationalized Bank / Scheduled Bank payable in favor of the “Director IIPS”. The Demand Draft/Banker Cheque for the earnest money shall be put in the envelope for the eligibility criteria as the Technical and Financial Bid would be opened only in respect of those bidders who qualify according to the prequalification criteria. Cheque, Cash payment, Money Order, Fixed deposit etc. will not be accepted as EMD.

The Tenders received without the Earnest Money Deposit will be summarily rejected. The Earnest Money Deposit will be refunded after the completion of the selection process as per the GFR 157. The amount remitted towards Earnest Money Deposit is liable to be forfeited in case the bidder retracts its offer after submission of the tender or after the acceptance of the offer by IIPS or fails to sign the contract or to remit the Security Deposit. No interest will be payable by the IIPS on the Earnest Money Deposited/remitted.

8. Each Bidder has to provide non-refundable processing fees as per the given processing fees slab rate (**in page no.3 of this document**). Non-Refundable processing fees should be paid for each bid by means of Demand Draft/Banker Cheque drawn on any Nationalized Bank / Scheduled Bank in favour of the “**Director IIPS**” payable at Mumbai. The Demand Draft/Banker Cheque for the Processing shall be put in the envelope for the eligibility criteria as the Technical and Financial Bid would be opened only in respect of those bidders who qualify according to the prequalification criteria.

9. Price Bid: There should be clear specification of cost with the following bifurcation:

- a) Cost of Product (Excluding Tax)
- b) Various Taxes (Clearing specified the percentage of tax)
- c) Total cost of Product (Including Tax)

10. Scrutiny and Evaluation of tender :-

- a) The BID committee reserves the right to modify the eligibility or evaluation criteria for evaluation consideration.
- b) Tenders will be evaluated on the basis of the terms & conditions already incorporated in the bid document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidder in their tenders.
- c) The IIPS will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether to require sureties have been furnished, whether the documents have been properly signed & stamped and whether the tenders are generally in order.
- d) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the bid

document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be rejected.

- e) The following are some of the important aspects, for which a tender shall be declared non – responsive during the evaluation and will be ignored:
 - i) Tender is unsigned.
 - ii) Poor/ unsatisfactory past performance.
 - iii) Required EMD (amount, validity etc.)
 - iv) Tenderers who stand deregistered/ banned / blacklisted by IIPS
 - v) Tenderer is not eligible as per eligibility criteria.

11. The technical bid and financial bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which also should be sealed and duly superscribed.

12. The technical bids are to be opened by the purchase committee at the first instance and evaluated by a competent committee or authority. At the second stage financial bids of only the technically acceptable offers should be opened for further evaluation and ranking before awarding the contract.

13. Minor Infirmary/Irregularity/Non-Conformity: If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non- conformity in a tender, the purchaser will convey its observation on such ‘minor’ issues to the tenderer by registered/speed post/courier/e-mail/fax/telephone etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

14. Discrepancies in Price :

14.1. If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

14.2. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

14.3. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 14.1 and 14.2 above.

14.4. If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post/courier/ e-mail. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

- 15.** No proposal shall be accepted unless it is properly sealed and signed. The documents should be sent by speed post/registered post/courier or hand delivered. IIPS will not be responsible for any postal delay.
- 16.** If the envelope is found to be open, not sealed and not marked as instructed above, IIPS will not be responsible for misplacement or premature opening of the proposal submitted. Any proposal opened prematurely due to this causes shall be rejected. Failure to provide and/or comply with the required information, instruction, etc. incorporated in the bid documents may result in rejection.
- 17.** The bidder is advised to attach any additional information that is considered necessary to establish its capabilities. No further information will be entertained after submission of Bid application unless it is required by IIPS. The IIPS, however, reserves the right to call for additional information and clarification on information and documents submitted by the bidders.
- 18.** Bid proposals must be received by IIPS, at the address specified not later than the date and time specified in the Invitation of request for proposal (RFP). In case the specified date for the submission of proposal is a declared holiday at the IIPS, the same will be received on next working day with the same specified time. Proposals received after the due date and time specified will automatically be rejected.
- 19.** Opening of tender: Sealed bid documents received up to 15th December, 2016 till 5.00 PM will be taken up for opening. Tenders received after specified date and time will not be accepted. IIPS reserves the right to disqualify any of the tenders in case it is not satisfied with the documents furnished or otherwise, without assigning any reasons thereof.
- 20.** Any efforts by an agency to influence the IIPS personnel or representative on matters relating to proposals under study in the process of examination, clarification, evaluation and comparison of proposal and in decision concerning award of contract, shall result in the rejection of the Agency's proposal and also lead to blacklisting of the organization.
- 21.** Failing to execute the Contract with in the prescribed period may result in termination of the Contract and award of the same to other agency/agencies at the risk and cost of the bidder.
- 22.** Liquidated damages @ 0.5% per fortnight subject to a maximum of 5% value of order may be imposed in case of late delivery. Biomarkers equipments and consumables should be delivered within the period specified in supply order placed by IIPS, Mumbai
- 23.** The bidder should specify the minimum period required for arranging shipment/supply from the date of receipt of firm supply order contract. Further extension of time will not be provided for supply, than the minimum time indicated in the tender by the supplier after firm supply orders are placed by IIPS, Mumbai.

24. For the selected bidder, the caution money of 5% will be distributed after one year.
25. The selected agency shall have to give an acceptance letter for agreeing with the terms and condition of the tender, and each page should be signed and stamped by the authorized signature of the firm.
26. The person to sign the Contract shall be duly authorized.
27. The bids shall be accepted only from the manufacturers or their sole selling agents. In case the latter intends to submit their offer, a copy of their agreement with the principal manufactures appointing them as sole selling agent is to be enclosed with the bid.
28. The rates should be quoted separately for each article according to the unit asked for together with manufacturer's name, license number, name of the brand/make. No tender for the supply of article "at the current market rate" will be accepted and no tender in which the rate quoted in for the unit other than the one asked for will be considered. The rate should be quoted only for the brand/make whichever is specified.
29. No person making a tender shall be allowed at any time on any account whatsoever, any claim for revision or modification of the rates quoted by them. No clerical error, typographical error will be considered after the opening of the tender. Conditions such "subject to the availability of stocks, supplies will be made and when received from the principals" etc., will not be considered under any circumstances.
30. Each tender must contain not only quote for the rates for the main item of the bid but also the rates for spare parts / accessories that are compulsorily supplied with the main equipment. No part is to be made optional, all parts should be quoted. The aggregate value of the entire tender with all parts required should be mentioned failing which, the tender is liable to be rejected. The Director reserves the right of ordering /not ordering / altering any of the quoted parts. The rates quoted should be inclusive of transportation, delivery of the equipment at the Institute premises, installation and commissioning.
31. The successful bidder should enter into an agreement with the Director of the Institute (stamp duty to be paid by the of tenderers) within 15 days on receipt of the intimation about the acceptance of their rates of the item tendered by them to take effect that the equipment in question will be supplied in good working condition and that necessary repairs if any will be carried out by the supplier of the unit with the required spare parts free of cost during the guarantee period and after the guarantee period, at reasonable charges when called for and give an undertaking to the effect that the equipment will not be idle for want of repairs, spare parts etc.
32. The loss to IIPS, Mumbai, if any incurred on account of the purchase rendered necessary elsewhere by failure, neglect or refusal on the part of the bidder to supply according to the terms of agreement will be recovered from them. If any of the

equipments supplied by the bidder have been partially or wholly used and they are subsequently found to be bad in order, unsound, inferior in quality or description not in accordance with the samples or otherwise faulty or unfit for use, the wholesome of the contract price or price of such articles, equipments or things will be recovered from the tenderer. The bidder will not be entitled for any payment whatsoever, for such articles for infringements of the stipulation of the conditions or for justifiable reasons, the contract may be terminated by the Director and the tenderer shall be liable for losses sustained by the IIPS on the consequences of the termination which may be recovered from the EMD/Bank guarantee or from their invoices which become due to them. In the event of such amount being insufficient, the balance will be recovered from the bidder.

33. Financial & Technical bid can be submitted for one or more items specified in attachment A & B

34. Arbitration: All Arbitration proceeding shall be conducted in accordance with procedure of the Arbitration and Conciliation Act 1996, of India. The decision of the arbitrator shall be final and binding on both parties. The place of all arbitrations pre and post bidding stages and during as well as end of survey shall be Mumbai only. Resolution of disputes:-

34.1 If dispute or difference of any kind shall arise between the IIPS and the Organization/vender in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

34.2 If the parties fail to resolve their dispute or difference by such mutual consultation within 30 days of its occurrence then, either the IIPS or the Organization/vender may give notice to the other party of its intention to commence arbitration.

34.3 If arbitration did not materialize, then any legal dispute will be subject to jurisdiction of Mumbai court.

35. Good Manufacturing Practices (GMP), WHO-GMP, or equivalent international quality certification for the product applied for is essential. Preference will be given to WHO-GMP certificate.

36. All bidders will have to submit at least one sample of each equipment and ten samples of each consumable applied, for verification and approval by the evaluation of technical specification committee. Specified number of samples should be brought at the time of evaluation of technical specification

37. Failure to submit samples within the prescribed timeline will result in disqualification of the agency.(At the Time of Opening of Technical Bid)

38. Along with the samples, each vendor will have to submit a declaration that if finally selected, they will supply the same quality of the product (model with same technical specifications) for the entire procurement. Failure to do so will lead to disqualification of the agency supplying the allocated items.

39. For all the supplies and equipment's, those items which have been successfully used

earlier in large scale surveys in India or outside will be given preference.

40. The price charged for the biomarker under the contract by the bidder shall in no event exceed the lowest prices at which the bidder sells the biomarkers of identical description to any persons/ Organization including the purchaser or any department of the central government or any department of state government or any statutory undertaking the of central or state government as the case may be during the period till performance of all supply orders placed during the currency of the contract is completed.
41. If at any time, during the said period the period the bidder reduces the sale prices, sells or offer, To sell such Biomarkers / services to any person / organization including the Buyer or any Dept, of central government or any department of the state government or any statutory undertaking of the central or state government as the case may be at a price lower than the price chargeable under the contract, the bidder shall forthwith notify such reduction or sale or offer of sale to the IIPS and the price payable under the contract for the biomarkers of such reduction of sale or offer of the sale shall stand correspondingly reduced.
42. Hard copy of the Prequalification (eligibility criteria), Technical and Financial proposals should be sent in three separate envelopes by the bidder duly superscripted and these sealed envelope are to be put in a bigger envelop which should also be sealed and duly superscripted, marked as:

BID FOR BIOMEDICAL EQUIPMENTS AND CONSUMABLES FOR LASI

Main wave 1 and 2,

The Director,

International Institute for Population Sciences,

Govandi Station Road, Deonar, Mumbai-400 088

Tel: 91+22+42372400/401

Fax: 91+22+2556 3257/91+22+42372401

The last date for submission of complete bid with all supporting documents by hand, by post or by courier) is 15th December, 2016, till 5:00pm. Any proposal received after the prescribed date and time will not be entertained. IIPS will not be responsible for any loss or postal delay.

43. Force Majeure

43.1 Where the performance by the bidder of their obligations under this contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the bidder and against which an experienced bidder could not reasonably have been expected to take precautions, the bidder shall promptly notify IIPS in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this contract.

43.2 From the date of receipt of notice given in accordance with Clause 43.2, IIPS may,

at its sole discretion, either suspend this Contract for up to a period of 6 months (“the Suspension Period”) or terminate this Contract forthwith.

43.3 If by the end of the Suspension Period the parties have not agreed on a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

* For purposes of this clause, Force Majeure means an event beyond the control of the bidder and not involving the bidder’s fault or negligence and which is not foreseeable and not brought about at the instance of , the party(bidder) claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

44. Suspension or Termination without Default of the bidders

44.1. IIPS may, at its sole discretion, suspend or terminate this Contract, in whole or part at any time during the currency of contract, for its (IIPS) convenience, by so notifying the bidder in written notice and giving the reason(s) for such suspension or termination. The notice shall specify that the termination is for convenience of the Institute and date with effect from which such termination will become effective.

44.2. Where this Contract has been suspended or terminated pursuant to Clause 44.1, the bidder shall:

a) Take such steps as are necessary to terminate the provision of the **contract**, (including suspending or terminating any Sub-contracts) in a cost-effective, timely and orderly manner; and

b) Provide to IIPS, not more than 30days after IIPS notifies the bidder of the suspension or termination of this Contract an account in writing, stating:

- i.** Any costs, if any, due before the date of suspension or termination;
- ii.** Any costs to be expended after the date of suspension or termination which the bidder necessarily incurred in the proper performance of this Contract and which cannot reasonably be expected to avoid or recover.

44.3. Subject to IIPS approval, IIPS shall pay such amount to the bidder normally within 30 days after receipt from the bidder of an Invoice in respect of the amount due.

45. Termination with Default of the bidders

45.1. IIPS may notify the bidder of the suspension or termination of this Contract where the services or any part of them are not provided to the satisfaction of IIPS giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the bidder to remedy that dissatisfaction and the time within which it must be completed.

45.2. Where this Contract is suspended under Clause 44.1 and the bidder subsequently

fails to remedy the dissatisfaction; IIPS may terminate the Contract forthwith.

45.3. IIPS may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Contract forthwith where:

- a) The bidder or any member of the bidder's personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- b) The bidder or any member of the bidder's personnel has committed an offence under any of the prevailing laws applicable to the project; or
- c) The bidder is an individual or a partnership and at any time:
 - 1. Becomes bankrupt; or
 - 2. Is the subject of a receiving order or administration order; or
 - 3. makes any composition or arrangement with or for the benefit of the bidder's Creditors; or
 - 4. Makes any conveyance or assignment for the benefit of the bidder's creditors; or
- d) The bidder is a company and:
 - i. An order is made or a resolution is passed for the winding up of the bidder; or
 - ii. A receiver or administrator is applied in respect of the whole or any part of the understanding of the bidder.
 - iii. The bidder is a partnership or a company and there is a Change in Control. "Change in Control" means that the person(s) (including corporate bodies) directly or indirectly in Control of the bidder at the time this Contract is entered into cease to be in Control. "Control" means the power of a person to secure that the affairs of the bidders are conducted in accordance with the wishes of that person.

45.4. Where this Contract is terminated in accordance with this Clause 44.3, the bidder shall without prejudice to IIPS other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

45.5. Where this Contract is terminated pursuant to Clause 44.3 the bidder shall pay IIPS within 10 days of notification such amount, as IIPS shall have determined as the amount of any loss to IIPS resulting from such termination together with the amount or value of any gift, consideration or commission concerned.

46. Assignment

Bidder shall not unilaterally transfer or assign or sublet any part of this contract wholly or partially or otherwise the conduct of said proposal to any other person, firm or company or any other institution/organization.

47. Corruption, Commissions, Discounts and Fraud

Bidder warrants and represents to IIPS that neither the bidder nor any of the bidder's personal:

- i. shall try to bribe for their own benefit in connection with this contract
- ii. shall attempt or commit any fraud, deception, Financial or procedural wrong doing in relation to the performance by the bidder of its obligations under the contract and shall immediately notify IIPS of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred

***Note:**

Notwithstanding anything stated above, the Institute reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.

EVALUATION OF PROPOSALS

An evaluation committee would examine both the technical and financial bids based on the details provided in the Invitation for proposal for those agencies who are short listed as per the eligibility criteria for evaluation of technical specification.

Scrutiny and Evaluation of tender:-

1. Tenders will be evaluated on the basis of the terms & conditions already incorporated in the bid document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidder in their tenders.
2. The IIPS will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether to require sureties have been furnished, whether the documents have been properly signed & stamped and whether the tenders are generally in order.
3. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the bid document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be rejected.
4. The following are some of the important aspects, for which a tender shall be declared non – responsive during the evaluation and will be ignored:
 - i. Tender is unsigned.
 - ii. Tender validity is shorter than the required period.
 - iii. Poor/ unsatisfactory past performance.
 - iv. Tenderer is not eligible as per eligibility criteria.

LIST OF BIOMEDICAL EQUIPMENTS (Attachment A)

Sr. No.	Supplies	Estimated qty.	Pack specs	Generic specifications
1.	Stopwatch	80.00		<ul style="list-style-type: none"> • 1/100 sec precision, WATER-RESISTANCE Sturdy, light weighted and easy to use.
2.	Pocket Stadiometer	80.00		<ul style="list-style-type: none"> • Light weighted pocket Stadiometer preferably with spirit level. • Sturdy and durable. • Product with demonstrated accuracy and earlier use in large scale surveys with international comparability would be preferred. • GMP WHO-GMP or equivalent International quality standard certification essential. • Guaranteed service support and maintenance including periodic calibration of equipment required. • Warranty up to 5 years.
3.	Gulick II Tape	80.00		<ul style="list-style-type: none"> • It should be individually calibrated for optimum accuracy and should apply a constant tension to the measuring tape. • Should provide user independent Repeatable measurements • Polyester reinforced tape (non-stretch & pliable). • Should include convenient clip-on lanyard. • Non--stretchable, retractable tape with both Metric and English gradations (centimeters and inches). • The tape should be up to 5/16 inch wide and up to 72 inches long. • The tape should not be metallic to avoid the discomfort of a cold object touching the skin and to eliminate any possibility of scratches or cuts. • The self-retracting tape is kept at the desired length until the retract button is pushed. • Compression Spring should last lifetime without stretching. • Documented accuracy of use in large scale survey, with international comparability shall be preferred, with guaranteed service support (GMP/WHO-GMP or equivalent International quality standard certification essential.)

4.	Cooler - Igloo box/cold box/ice carrier, 16 Qt Cool Box	80.00		<ul style="list-style-type: none"> Insulated igloo box (cool box) with airtight lid “preferably with lid lock” and handle for carrying, dimensions-approximately 14inchesX10 inches X10 inches
5.	Thermo-Hygrometer	80.00		<ul style="list-style-type: none"> Easy to handle at field level. Measurement Range: Temperature: -20 °C~65 °C (-4 °F ~149 °F), Humidity: 10% RH~95%RH Accuracy±1 °C (±1.8 °F), ± 3% RHUSB 2.0 (Compatible). Warranty up to 5 years.

LIST OF CONSUMABLES (Attachment B)

Note: The consumables should have sufficient shelf-life so as to cover the entire time period of field work during LASI wave 1 (up to December 2017 or after two years of purchase, whichever is later). In case of any product having limited shelf life, the supplier has to phase the manufacturing and supplies so that products with valid expiry dates are made available throughout the survey, otherwise the supplier should replace the expired supplies with new supply on their own cost.

S.No.	Supplies	Estimated qty.	Pack specification (other suitable packs acceptable)	Generic specifications
1.	Mouth Piece with filter.	70,000	Packs of 50 each	<ul style="list-style-type: none"> •Should come with Elliptical (Lip Shape with groove) Patient side with Lip –lock technique to avoid leakage (Very comfortable for child, adult and aged patients) •Should have class II a (Medical Device Directive MDD 93/42/EEC) •Should have r •esistance < 0.053KPa/L*Sec, at 1 L/sec. •Should have housing material Polystyrene (PS) •Should have filter material 100%Polyster (PE) electrostatic •Should have Operating temp.-30°C to +70°C •Should have all Q/c, filter efficacy, EC, CE notified body certificates from international accredited laboratories like Nelson Lab USA, BSI GmbH •Disposable: For single patient use. •Compatible with THOR spirometry equipment.