Department of Health & Family Welfare
National Health Mission
Government of Madhya Pradesh

BID DOCUMENT

For

Empanelment of Diagnostic Labs for specialized tests required by Government hospitals

IFB NO.: ______________________

Mission Director
National Health Mission
08 Arera Hills Jail Road,
Bhopal, Madhya Pradesh
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Department of Health & Family Welfare,
National Health Mission
Government of Madhya Pradesh

N.I.T.
For
Empanelment of Diagnostic Labs for specialized tests required by Government Hospitals

BID REFERENCE : MD/NHM/2016/02

(1) The Mission Director, National Health Mission, Department of PH&FW Government of Madhya Pradesh, invites bids for outsourcing of specialized diagnostic tests to the labs having NABL certification and are ready to provide laboratory tests at rates lower than base rate mentioned in the bid document for the Govt. District Hospitals.

(2) An EOI (No. MD/NHM/2016/EOI/01 dated 18/05/2016 was invited, is hereby cancelled.

(3) Bidders can download the Bid Documents from any of the websites of NHM www.nhmmp.gov.in and website of Department of Health & Family Welfare www.health.mp.gov.in. The bidders are required to submit non-refundable Bid Documents fee of Rs.2,000/- in the form of Bank Draft along with their bid.

BID PROCESS TIMELINES.

<table>
<thead>
<tr>
<th>DATE OF PURCHASE OF BID DOCUMENT</th>
<th>05 Nov, 2016</th>
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<tr>
<td>TIME AND DATE FOR PRE-BID MEETING</td>
<td>10 Nov, 2016, 1200 hours</td>
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<td>30 Nov, 2016 By 1600 hours</td>
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VENUE FOR PRE BID MEETING AND OPENING OF BIDS :-
NHM Hall, 4th Floor, 8, Arera Hills, Jail Road, Bhopal, Madhya Pradesh

VENUE FOR SUBMISSION OF BIDS :- NHM, RECEIPT AND DISPATCH SECTION, SHSRC BUILDING, GROUND FLOOR

MISSION DIRECTOR
NHM, BHOPAL
CHAPTER– I: INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. INTRODUCTION

1.1 The Mission Director, National Health Mission, Department of PH&FW Government of Madhya Pradesh (hereinafter referred as “Client”) has issued this Bid Document for *Empanelment of Diagnostic Labs for specialized tests required by Government Hospitals* as mentioned in Chapter – III“ - Scope of Services”.

1.2 This Chapter provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Client for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award / contract.

1.3 Before preparing the bid and submitting the same to the Client, the bidder should read and examine all the terms & conditions, instructions etc. contained in the Bid Documents. Failure to provide required information or to comply with the instructions incorporated in this Bid Documents may result in rejection of bids submitted by bidders.

2. AVAILABILITY OF FUNDS

2.1 Expenditure to be incurred for the proposed services will be met from the funds provided by Ministry of Health and Family Welfare, Govt. of India and from state funds.

3. LANGUAGE OF BID

3.1 The bid submitted by the bidder and all subsequent correspondences and documents relating to the bid exchanged between the bidder and the Client, shall be written in English language.

4. BIDDER’S ELIGIBILITY AND QUALIFICATION

4.1 This invitation for bids is open only NABL accredited labs.
(a) The bidder should have achieved an average annual turnover of at least INR 50lakh during last three financial years (i.e. 2013-14, 2014-15 and 2015-16).
(b) The bidder should have NABL accredited laboratory of its own having capacity of doing at least 70% of the enlisted tests (Ref: Ch 5, Annex A) and may have a tie-up for the remaining tests with any other NABL lab.
(c) The lab should be registered under Clinical Establishment Act.
(d) The bidder will ensure availability of collection Centres in districts of the state or should have plan to collect samples from such districts where it does not have collection Centre.
(e) The bidder should have minimum 3 years’ experience of carrying out tests proposed as on due date for submission of bids.
(f) The bidder should not be debarred / blacklisted by MOH&FW, GOI, or any other Central Govt. Department or State Government as on the date of opening of bid.

4.2 In support of the requirement given in para 4.1 above, the bidders should submit following:
(a) Copies of audited financial statements of accounts (including balance sheet, profit and loss account, auditor’s reports and IT returns) certified by the auditor of the Company for last three financial years (i.e. 2013-14, 2014-15 and 2015-16)  

(b) The complete details of testing laboratory (own or tie-up) duly accredited by NABL for performing the category / type of tests quoted along with NABL Accreditation Certificate.  

(c) Copy of registration of laboratory under Clinical Establishment Act.  

(d) List of collection centres in the state of Madhya Pradesh along with complete details such as address, name of contact person, contact details viz. Phone/mobile, e-mail address. Plan to establish collection centres where sample collection facility is currently not available  

(e) Documentary evidence of carrying out the tests proposed during last 3 years as on due date for submission of bids.  

(f) Notarized Affidavit giving undertaking to the effect that the bidder is not debarred / blacklisted by MOH&FW, GOI, or any other Central Govt. Department or State Government as on the date of opening of bid  

The bidders who do not meet the eligibility and qualification criteria specified above will be treated as non-responsive and will not be considered further.  

5. **BIDDING EXPENSES**  

5.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Client will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.  

**B. BIDDING DOCUMENTS**  

6. **CONTENT OF BIDDING DOCUMENTS**  

6.1 The Bidding Documents include the following Chapters, in addition to the ‘Notice Inviting Tenders (NIT)’:  

- Chapter I – Instructions to Bidders (ITB)  
- Chapter II – Conditions of Contract (COC)  
- Chapter III – Scope of Services  
- Chapter IV – Financial Bid Document  
- Chapter V – Annexure A to K & Bid Form A & Form B (as Bank Guarantee for EMD)  

6.2 The relevant details of the required services, terms & conditions and procedure for bidding, bid evaluation, placement of contract, the applicable contract terms and also the standard formats to be used for this purpose are incorporated in the above-mentioned chapters. The interested bidders are expected to examine all such details etc. to proceed further.
7. AMENDMENTS TO BID DOCUMENTS

7.1 At any time prior to the deadline for submission of bids, the Client may, for any reason deemed fit by it, modify the Bid Documents by issuing suitable amendment(s) to it.

7.2 Such an amendment will be notified on www.nhmmp.gov.in and www.health.mp.gov.in and the same shall be binding to all prospective Bidders.

7.3 In order to provide reasonable time to prospective bidders to take necessary action in preparing their bids as per the amendment, the Client may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.

7.4 Any bidder who has purchased/downloaded the Bid Documents should watch for amendment, if any, issued on the above website and The Client will not issue separate communication to them. Client shall not be responsible in any manner if prospective Bidders miss any notifications placed on above websites.

8. CLARIFICATIONS OF TENDER DOCUMENTS

8.1 A prospective bidder requiring any clarification regarding Scope of Services, conditions of contract, etc. given in the Bid Documents may submit written request for clarifications to drbsohri@yahoo.in up to 1700 hrs. on ___ Sept, 2016.

8.2 All the prospective bidders will be notified of response to clarifications only through website www.nhmmp.gov.in and www.health.mp.gov.in. Any bidder who has purchased/downloaded the Bid Documents should watch for clarifications, if any, issued on the above website and The Client will not issue separate communication to them.

8.3 The Client shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on above websites.

9. PRE-BID MEETING

9.1 In order to provide response to any doubt regarding scope of services and conditions of contract etc. given in the Bid Documents, a pre-bid meeting has been scheduled to be held in the office of the Client at 1500 hrs. on ___ Sept, 2016.

9.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day. The Client shall upload written response to such requests for clarifications, without identifying its source. In case required, amendments, in terms of Para 7 above shall be issued, which shall be binding on all prospective bidders.
C. PREPARATION OF BIDS

10. DOCUMENTS COMPRISING THE BID

10.1 The Two Bid System, i.e. “Technical Bid” (Envelope-A) and “Financial Bid” (Envelope-B) prepared by the bidder, shall comprise of the following:

A) TECHNICAL BID - (ENVELOPE-A)

1. List of Diagnostic Tests- Annexure A
2. Yearly Performance details of the tests performed -Annexure B
3. Details of Assignments – Annexure C
4. SOP’s of Laboratory procedure to be submitted by service provider as Annexure D
5. Techno-commercial Evaluation of Diagnostic Labs Evaluation Sheet Annexure E
6. Contract Form For Selective Laboratory Services Annexure F
8. Particulars of the Bidder as per Annex H
9. Application for submission of Technical Bid as per Annex I
10. Declaration by the Bidder as per Annex J
11. Checklist Annex K
12. Bid Form A
13. Form B for EMD BG
15. Earnest money furnished in accordance with ITB Para 16;
17. Certificate of Incorporation/ Registration of the bidder.
19. Self-attested copy of Sales Tax / VAT registration

B) FINANCIAL BID – (ENVELOPE-B)

Bidder should submit Financial Bid as per Financial Bid Document given in Chapter IV.

11. BID CURRENCIES

11.1 The bidder providing services as per Bid form-A the scope of services should quote in Indian Rupees only.

11.2 Bids, where prices are quoted in any other currency shall be treated as non -responsive and rejected.

12. BID PRICES

12.1 The Bidder shall indicate on the Price Schedule provided under Chapter IV mentioned as Bid documents All the columns shown in the price schedule should be filled up as required. If any column does not apply to a bidder, same should be filled as “Not Applicable” by the bidder. The Unit Price quoted should be inclusive of all taxes and duties.
13. **FIRM PRICE**

13.1 The Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

14. **ALTERNATIVE BIDS**

14.1 Alternative Bids are not permitted. All those bidders shall be disqualified if any person (s) (i.e. partner (s) in case of a partnership firm, member (s) in case of a company or the proprietor in case of a proprietorship firm, as the case may be) holds 20% or more share (ownerships) in more than one bidding entities who have quoted for same product (s)”.

15. **DOCUMENTS ESTABLISHING COMPLIANCE OF SERVICES AS PER BID DOCUMENTS**

15.1 The bidder must submit Bid Form duly signed by authorised signatory certifying compliance on the Scope of Services incorporated in the Bid Documents.

15.2 In case there is any variation and/or deviation between the Scope of Services prescribed by the Client and that offered by the bidder, the bidder shall list out the same in the above statement without any ambiguity.

15.3 If a bidder furnishes wrong and/or misguiding/misleading data, statement(s) etc. about the services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the Client in this regard.

16. **EARNEST MONEY DEPOSIT (EMD)**

16.1 All Bidders shall furnish along with its bid, earnest money deposit /bid security of INR 50,000 (Rupees fifty thousand only).

16.2 The earnest money shall be in the form of Demand Draft / Bank Guarantee /Receipt.

16.3 No exemption is allowed in EMD. Without valid EMD, bid shall be rejected.

16.4 The Bid Security should be provided from any commercial bank and should be pledged to Mission Director, National Health Mission, payable at Bhopal. In case bid security is submitted in the form of a Bank Guarantee, it should be as per the format given in Form-E of Chapter VI.

16.5 The earnest money deposited in the form of Bank Grantee shall be valid for 180 days from the due date of submission of bids.

16.6 Unsuccessful bidders’ earnest money will be returned to them without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder’s earnest money will be returned without any interest, after receipt of performance security from success full bidder.

16.7 Earnest Money is required to protect the Client against the risk of the Bidder’s conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the
bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Client. The successful bidder’s earnest money will be forfeited without prejudice to other rights of the Client if it fails to furnish the required performance security within the specified period.

17. BID VALIDITY

17.1 The bids shall remain valid for a period of 150 days after the due date of submission of bids i.e. March, 2017. Any bid valid for a shorter period shall be treated as nonresponsive and rejected.

17.2 In exceptional situations, the bidders may be requested by the Client to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by speed-post/e-mail. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bids are also required to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its bid validity without forfeiting its EMD.

18. SIGNING AND SEALING OF BIDS

18.1 The Bidders shall submit their tenders as per schedule indicated in Notice Inviting Tenders (NIT) and any amendments made within due date for submission of bids.

18.2 Bid Documents seek bid submission by following two bid System i.e. “Technical Bid (Bid Documents Fee, EMD &Technical Documents) – Envelope-A” and “Financial Bid – Envelope-B.

18.3 The Technical and Financial bids shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.

18.4 All the pages of the bid shall be duly signed at the appropriate places as indicated in the Bid Documents and all other pages of the bid including printed literature, if any shall be initialled by the same person(s) signing the bid. The bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the bid.

18.5 The bidder is to seal the Technical and Financial bids in separate envelops duly superscripted and sealed and both these envelops containing bids in envelopes should then be put in a bigger outer envelope, which should also be sealed and duly superscripted. The outer as well as inner envelops should have complete address of bidder as well as the Client. In addition, the due date for submission and opening of bids should also be mentioned on outer envelope and envelope containing Technical Bids.

18.6 If the outer envelope is not sealed and marked properly as above, the Client will not assume any responsibility for its misplacement, premature opening, late opening etc.
D. SUBMISSION OF BIDS

19. SUBMISSION OF BIDS

19.1 Unless otherwise specified, bids should be delivered at the address of Client up to 1430 hrs. on _____Oct, 2016 including amendments in dates, if any as notified on website www.nhmmp.gov.in and www.health.mp.gov.in.

20. LATE BIDS

20.1 The bids submitted after due date and time for submission of bids shall not be accepted. Such bids shall be returned unopened to bidders.

21. ALTERATION AND WITHDRAWAL OF BID

21.1 The bids can’t be withdrawn or altered after due date and time for submission of bids.

21.2 If a bidder withdraws the bid any time during the due date and time for submission of bids and last date of validity of bids, it will result in forfeiture of the earnest money furnished by the bidder in its bid.

E. BID OPENING

22. OPENING OF BIDS

22.1 The Technical Bid (Envelope-A) shall be opened at the first instance at 1300 hrs. on _____Oct, 2016. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the bids like Earnest Money Deposit and any other special features of the bids, as deemed fit by the bid opening official(s).

22.2 Authorized representatives of the bidders, who have submitted bids on time may attend the technical bid opening provided they bring with them letters of authority from the bidders. The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the representatives’ names, signatures, e-mail Id, contact no. and Bidders’ names and addresses.

22.3 After the technical evaluation of bids are completed the Client shall notify those Bidders whose Bids did not qualify at technical evaluation stage that their Financial Bids(Envelope-B) will be returned unopened after completing the selection process and Contract signing.

22.4 The Client shall simultaneously notify in writing those Bidders that have been assessed as technically qualified and inform them of the date, time and location for the opening of the Financial Bids (Envelope-B). The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder’s attendance at the opening of the Financial Bids is optional and is at the Bidder’s choice.

22.5 The Financial Bids(Envelope-B) of technically qualified bidders shall be opened by the Client in the presence of the representatives of those Bidders. The Financial Bids will then be
inspected to confirm that they have remained sealed and unopened. These Financial Bids shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Bidders who submitted Bids.

F. SCRUTINY AND EVALUATION OF BIDS

23. BASIC PRINCIPLE

23.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bid Documents, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

24. PRELIMINARY SCRUTINY OF BIDS

24.1 The Client will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed stamped and whether the bids are generally in order.

24.2 Prior to detailed evaluation of Bids, the Client will determine the substantial responsiveness of each bid to the Bid Documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the Conditions of Contract given in the Bid Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (COC Clause 6), EMD (ITB Clause 16), Taxes & Duties (COC Clause 14), Force Majeure (COC Clause 20) and Applicable law (COC Clause 24) will be deemed to be a material deviation.

24.3 The Client’s determination of a Bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.4 The bids, which do not meet the eligibility and qualification requirements as per ITB Para 4 above, are liable to be treated as non-responsive and will be summarily ignored. In addition, the following are some of the important aspects, for which a bid shall be declared non-responsive and will be summarily ignored;

(i) Bid Form as per format given in Form-A of Chapter VI (signed and stamped) not submitted.
(ii) Bid validity is shorter than the required period.
(iii) Required EMD have not been submitted.
(iv) Bidder has not agreed to give the required Performance Security.
(v) Bidder is not eligible and qualified as per ITB Para 4.1

25. EVALUATION OF BIDS

A. TECHNICAL EVALUATION

25.1 Subsequent to preliminary scrutiny of bids in accordance with ITB Para 24 above, the technical evaluation of substantial responsiveness of bids shall be carried out based on the substantial responsiveness against the technical requirements for each of the tests proposed by
the bidders and considering Para-by-Para Commentary / Compliance against the Technical Requirements given in the Chapter-III – ‘Scope of Services’ as per Form-B

25.2 The technical evaluation of bids for each of the tests proposed by the bidders shall be carried out separately.

**B. FINANCIAL EVALUATION:**

25.3 The bidders are required to quote for all the tests as per Format Chapter-IV: Financial Bid.

25.4 The contract will be awarded to the lowest evaluated responsive bidder (L-1) giving highest percentage discount applicable on all the 25 tests.

25.5 MD NHM reserves the right to include more number of tests as & when required by the state. The L1 bidder will provide testing facility for these new tests on the same percentage discount for which their contract is approved but for such tests discount will be applicable on prevailing CGHS base rate.

26. **MINOR INFIRMITY/IRREGULARITY/NON-CONFORMITY**

26.1 If during the preliminary scrutiny of bids or during technical evaluation of bids, pursuant to ITB Para 24 & 25 above, the Client finds any minor infirmity and/or irregularity and/or non-conformity in a bid, the Client may ask for clarification the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the Client will convey its observation on such ‘minor’ issues to the bidder by speed post/e-mail asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will not be evaluated further.

27. **FINAL EVALUATION: BIDDER’S CAPABILITY TO PERFORM THE CONTRACT**

27.1 The Client, through the above process of bid scrutiny and evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid, is eligible, qualified and capable in all respects to perform the contract satisfactorily.

27.2 In case deemed appropriate, the Client may inspect the laboratory prior to award of contract

28. **CONTACTING THE CLIENT**

28.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the Client for any reason relating to its bid, it should do so only in writing.

28.2 In case a bidder attempts to influence the Client in the Client’s decision on scrutiny, comparison & evaluation of bid and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the Client.
G. AWARD OF CONTRACT

29. CLIENT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

29.1 The Client reserves the right to accept in part or in full any bid or reject any bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

30. AWARD CRITERIA

30.1 The contract will be awarded to the lowest evaluated responsive bidder (L-1) giving highest average discount on all the 25 tests.

31. VARIATION IN SCOPE OF SERVICES AT THE TIME OF AWARD AND/OR DURING VALIDITY OF CONTRACT

31.1 The Client reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.

32. INTIMATION LETTER TO SUCCESSFUL BIDDER / NOTIFICATION OF AWARD

32.1 Before expiry of the bid validity period, the Client (MD NHM) will issue NOA to the successful bidder in writing, only by speed post or by e-mail that its bid has been accepted, briefly indicating therein the essential details like description of services and corresponding prices accepted. The successful bidder i.e. L1 must furnish to the Client the required Performance Security within 21 days along with the contract agreement from the date of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under COC Clause 6 under Chapter II.

32.2 The Notification of Award shall constitute the formation of the Contract.

33. SIGNING OF CONTRACT

33.1 After notification of award by MD (NHM) to the successful bidder, the Civil Surgeon of each district will sign the contract agreement (as per Format given in Chapter V), in duplicate, with the successful bidder i.e. L-1.

33.2 Within twenty one days from the date of the Notification of Award as above, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Civil surgeon with a copy endorsed to MD (NHM) by registered / speed post.
CHAPTER - II

CONDITIONS OF CONTRACT (COC)

1. APPLICATION

1.1 The Conditions of Contract incorporated in Chapter-II, Scope of Services under Chapter III of this document shall be applicable for this contract.

2. USE OF CONTRACT DOCUMENTS AND INFORMATION

2.1 The Service Provider shall not, without the Client’s prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the Client in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the Service Provider shall not, without the Client’s prior written consent, make use of any document or information mentioned in COC sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the Service Provider, each and every other document mentioned in COC sub-clause 2.1 above shall remain the property of the Client and, if advised by the Client, all copies of all such documents shall be returned to the Client on completion of the Service Provider’s performance and obligations under this contract.

3. OBLIGATIONS OF SERVICE PROVIDER

3.1 Standard of Performance: The Service provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful Service Provider to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Sub-Contractors or Third Parties.

3.2 Conflict of Interests: The Service Provider shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract,
a conflict of interest arises for any reasons, the Service Provider shall promptly disclose the same to the Client and seek its instructions.

3.3 **Service Provider not to benefit from Commissions, Discounts, etc.:** The payment of the Service Provider shall constitute the Service Provider’s only payment in connection with this Contract and the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that any Sub-Contractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

3.4 **Service Provider and Affiliates Not to Engage in Certain Activities:**

(a) The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service provider, as well as any Sub-Contractors and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Service Provider’s Services for the preparation or implementation of the project.

(b) Prohibition of Conflicting Activities: The Service Provider shall not engage, and shall cause their Personnel as well as their Sub-Contractors and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.5 **Confidentiality:** Except with the prior written consent of the Client, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.6 **Intellectual Property Rights:** The Service Provider shall, at all times, indemnify and keep indemnified the Client, free of cost, against all claims which may arise in respect of services to be provided by the Service Provider under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Client, the Client shall notify the Service Provider of the same and the Service Provider shall, at his own expenses take care of the same for settlement without any liability to the Client.
4. **Fraud and Corruption:**

4.1 **Definitions:** It is the Employer’s policy to require that Client as well as Service Provider observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

i. “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

ii. “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

iii. “Collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;

iv. “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

4.2 **Measures to be taken by the Client:**

(a) The Client may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Client to remedy the situation;

(b) The Client may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;

5. **COUNTRY OF ORIGIN**

5.1 All goods and services to be provided under the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

5.2 The word “origin” incorporated in this clause means the place from where the services are performed and/or goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

6. **PERFORMANCE SECURITY**

6.1 Within twenty one (21) days from date of the issue of intimation letter/ notification of award by the Client, the Service Provider, shall furnish Performance Security to the Client for an amount of Rs. 5 Lakh (Rupees five lakh only), valid up to one hundred
and twenty (120) days after the date of completion of all contractual obligations by the Service Provider, including the warranty obligations.

6.2 The Performance Security as above shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee issued by a Scheduled Bank in India, in the format given in Form-F of Chapter VI.

6.3 In the event of any failure /default of the Service Provider with or without any quantifiable loss to the government, the amount of the Performance Security is liable to be forfeited. The Client may do the needful to cover any failure/default of the Service Provider with or without any quantifiable loss to the Government.

6.4 In the event of any amendment issued to the contract, the Service Provider shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

6.5 The Client will release the Performance Security without any interest to the Service Provider on completion of contractual obligations including the warranty obligations.

7. SCOPE OF SERVICES AND STANDARDS

7.1 The Services to be provided by the Service Provider under this contract shall conform to the Scope of Services mentioned under Chapter III of the Bid Documents.

8. INSURANCE

8.1 The Service Provider shall be responsible for insuring personnel deployed to perform the services, equipment, furniture, etc. for accident, theft, damage, burglary etc. on third party risk basis.

9. CONTRACT DURATION

9.1 The contract shall be valid for the duration of 2 years from the date of commencement of services. The contract may be foreclosed / extended for further period of max. 1 years based on performance of services by the Service Provider and requirement of services by the Client.

10. ASSIGNMENT

10.1 The Service Provider shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Client’s prior written permission.

11. SUB CONTRACTS

11.1 The Service Provider shall notify the Client in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original bid or later, shall not relieve the Service Provider from any of its liability or obligation under the
11.2 Sub contracts shall also comply with the provisions of COC Clause 4 (“Country of Origin”).

12. MODIFICATION OF CONTRACT

12.1 If necessary, the Client may, by a written order given to the Service Provider at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract.

12.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and/or services to be supplied and provided, or time required by the Service Provider to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or duration of contract, as the case may be, and the contract amended accordingly. If the Service Provider doesn’t agree to the adjustment made by the Client, the Service Provider shall convey its views to the Client within twenty-one days from the date of the Service Provider’s receipt of the Client’s modification of the contract.

13. PRICES

13.1 Prices to be charged by the Service Provider for provision of services in terms of the contract shall not vary from the corresponding prices quoted by the Service Provider in its bid.

14. TAXES AND DUTIES

14.1 Service Provider shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the services to the Client.

15. TERMS AND MODE OF PAYMENT

a) The service provider will raise the invoice as per agreed rates mentioned

b) The bidder will raise its monthly invoice at the end of the month within 05 days of the next month duly accompanied by evidences of services provided.

c) Service provider will submit Requisition of the test advised, copy of the report along with the Invoice to the nodal officer of the concerned district pathology lab.

d) The nodal officer (pathologist, PGMO pathologist) will make entry of reports invoices in the relevant registers manually/electronically and verify them. The nodal person will ensure that the service provider has submitted internal quality check reports by which full payment could be made. If the Quality reports are not submitted, 10% of the invoice value could be withheld/or deducted.
e) The nodal officer will submit these invoices to the account section for payment.
f) The Hospital in-charge/ superintendent will ensure payment within 07 days of receipt of the documents.
g) The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

16. **TERMINATION FOR DEFAULT**

16.1 The Client, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform services as specified in the contract or any other contractual obligations within the time period specified in the contract.

16.2 In the event the Client terminates the contract in whole or in part, the Client may carry out risk purchase of services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Service Provider shall be liable to the Client for the extra expenditure, if any, incurred by the Client for arranging such services.

16.3 Unless otherwise instructed by the Client, the Service Provider shall continue to perform the contract to the extent not terminated.

17. **TERMINATION FOR INSOLVENCY**

17.1 If the Service Provider becomes bankrupt or otherwise insolvent, it will inform to the Client with the request to terminate the contract. The Client reserves the right to terminate, without any compensation, whatsoever, to the Service Provider, and the Client may forfeit the Performance Security.

18. **TERMINATION FOR CONVENIENCE**

18.1 The Client, by written notice sent to the Service Provider, 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 Client’s convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

18.2 The test reports of the sample which are already taken up the date of Service Provider’s receipt of notice of termination shall be accepted by the Client at the Contract terms and prices.

19. **FORCE MAJEURE**

19.1 Notwithstanding the provisions contained in COC clauses 16, 17 and 18 the Service Provider shall not be liable for imposition of any such sanction so long the delay and/or
failure of the Service Provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.

19.2 For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and which is not foreseeable and not brought about at the instance of, the party 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, acts of the Client either in its sovereign or contractual capacity, 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.

19.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

19.5 In case due to a Force Majeure event the Client is unable to fulfil its contractual commitment and responsibility, the Client will notify the Service Provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

20. GOVERNING LANGUAGE

20.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in English language.

21. NOTICES

21.1 Notices, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

21.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.
22. RESOLUTION OF DISPUTES

a. If dispute or difference of any kind shall arise between the Client and the Service Provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

b. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Client or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

c. All disputes arising out of tendering process shall be within the jurisdiction of High Court of Madhya Pradesh. Arbitration proceedings shall be convened by a panel of three arbitrators, one arbitrator each shall be nominated by both the parties and the third arbitrator shall be appointed with the mutual consultation and consent of both the arbitrators.

d. The award passed by the arbitrators shall be final and binding.

e. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Bhopal.

23. APPLICABLE LAW

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

24. THIRD PARTY ASSESSMENT

The Client, at their own cost, may conduct third party assessment of services rendered and conduct of Agency during contract period. The Agency will be informed about such assessment. The Client may take action on the basis of findings of third party assessment.
CHAPTER – III: SCOPE OF SERVICES

For Empanelment of Diagnostic Labs for specialized tests required by Government Hospitals

1. Background

The DoPHFW, GoMP remains committed to improving the overall health service delivery and specifically make such breakthrough initiatives which directly have an impact on lowering the overall quantum of out of pocket expenditures on health. In this regard, the Free Diagnostic Scheme was launched in April 2013. The main objective of the scheme is to increase the availability of diagnostics tests free of cost in Government health facilities. Certain specialized tests such as tests for Infertility, Hormone Assay, Tumors Markers, coagulation tests not being performed in Govt. Hospitals need to be out sourced to private labs. The labs are required to be NABL accredited and having facility of providing tests from their principal NABL accredited lab for the test not possible in their labs. After evaluation of bids annual contract would be undertaken with the successful bidder(s).

2. Brief Scope of Services:

a) The bidders shall be required to quote for all the tests as given in Annexure-A.
b) MD, NHM reserves the right to add/delete/ modify the list of tests enumerated.
c) The bidder should have collection centers in all the districts of the state or should have plan to collect samples from such districts where it does not have collection centre
d) All the operational cost within the declared scope of work including the cost of deployment of the personnel will be borne by the Service provider.
e) The service provider shall submit the Standard Operating Procedures (SOPs) for each of the services.
f) With regard to the doubtful observations, a repeat investigation will be carried out at the cost of the service provider.
g) Review of performance and observance of terms & conditions including quality of tests shall be carried out by the Client. Prior inspection of NABL lab may be done by Client.
h) The service provider shall provide a list of all laboratory equipment used along with serial numbers and locations. The service provider will also provide the list of laboratory staff and technicians.
i) The Service provider will also comply with confidentiality and privacy laws relevant to patient details.
j) The bidder shall be legally responsible and shall represent all franchises, in all legal matters.
3. **SAMPLE COLLECTION & REPORTING**

a. The service provider will be responsible for sample collection lab technician for collection, logistics, and transportation in cold chain, testing and reporting of the results as per quality standards in line with NABL requirement.

b. The empanelled lab has to establish their collection unit at the district headquarters. The sample collection timing will be between 8.00am to 6.00pm.

c. The sample will be collected from the district Hospital. District lab will be nodal point for sample collection and the Pathologist will be Nodal Officer in charge.

d. Patients may be sent to the local empanelled Lab or collection center by the specialist.

e. The consumables (vials, vacutainers etc.) required for collection of sample will be provided in advance to the concern district Hospital lab.

f. The collection center will give training to the lab staff regarding precautions in sampling.

g. The tests will be performed & reports will be submitted within the agreed timelines (TAT). The report will be submitted in hard copy and will also be mailed to the District Lab of the particular district (e-mail ids with list). Access to the portal of the testing labs will be provided for report generation. In due course of time software will also to be provided to district lab for reports.

h. The service provider shall provide a signed report from qualified personal with PG qualification.

i. The service provider will comply with BMW rules 1998.

j. Only patients registered in OPD/IPD can avail these facilities.

k. Service provider will submit TAT compliance sheet, QC results which should be under 2SD and out of range results every week.

l. The service provider will follow packaging system for transportation of samples as per NABL/WHO guideline.

4. **QUALITY CONTROL**

a. The service provider has to mention the name of Quality Assurance person and his qualification. The service a provider will submit its quality manual to all District Hospital.

b. The service provider will submit weekly quality control values run on daily basis. This report will be sent to the District level pathologist/PGMO Pathologist.

c. The Service provider will be submitting External quality assurance reports on quarterly basis, The service provider shall furnish a third party report of calibration of laboratory equipment used by the provider for providing the services, yearly to the authority. Documentation of the same should be done. A third party audit by an
NABL Accredited laboratory shall be conducted at the cost of service provider every quarter. The Service provider shall also check a define number of samples per month in another NABL Accredited Laboratory for external quality assurance programme. In case the results of external quality assurance is not acceptable the amount equal to three times multiplied by total number of tests for that matter shall be forfeited.

d. The Service provider has to ensure SOPs for maintaining the quality and also submit their SOPs.

5. PENALTY PROVISION

The service provider will be penalized in cases of any default in performing the laboratory tests and dissemination of reports. For any wrong report the bidder has to retest the sample at his own cost. In case of damage during transport, hemolysis of the sample the bidder has to again take the sample and repeat the test. In case of increase in time required for testing on valid grounds one day grace may be provided after which penalty amounting to be 5% per day and maximum up to 20% of the cost of the test will be deducted from the bill.

Service provider shall make alternative arrangements for testing all of the samples at the same rates in case there is breakdown which extends for more than 72 hours (3 days) of the sample collection. If the breakdown in the services extends beyond 15 days the contract may be cancelled. Between 3 days and 15 days if arrangement with alternate NABL certified service provider is not in place. The authority shall deduct cost equivalent to the average number of particular test in question, conducted per day during the span of last 6 months.
## CHAPTER IV – FINANCIAL BID DOCUMENT

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<th>Base Rates</th>
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<td>7</td>
<td>Serum iron</td>
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<td>8</td>
<td>Total iron binding capacity</td>
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<td>HB electrophoresis</td>
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CHAPTER – V:

ANNEXURES & OTHER FORMS
# Annexure-A

## LIST OF DIAGNOSTICS TESTS

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YEARNLY PERFORMANCE DETAILS OF THE TEST PERFORMED

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<td>2015-16</td>
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DETAILS OF THE ASSIGNMENTS

1. Attach users’ certificates (in original) regarding satisfactory completion of assignments. Note: Attach extra sheet for above Performa if required.

Signature………………………………

Name …………………………………..

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<th>Date of completion</th>
<th>Was assignment satisfactorily completed</th>
<th>Address of organization with Phone No. where assignment done</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
SOP’s LABORATORY PROCEDURE
Annexure E

TECHNO-COMMERCIAL EVALUATION OF DIAGNOSTIC LABS

A. Commercial Evaluation

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Activity</th>
<th>Submitted (Y/N)</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>E.M.D.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Income Tax Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Annual Balance Sheet Profit/Loss Statement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Particulars of the firm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Declaration</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Technical Evaluation

<table>
<thead>
<tr>
<th>S. No</th>
<th>Technical Status</th>
<th>Full Compliance</th>
<th>Partial Compliance</th>
<th>Non Compliance</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>NABL of the bidder’s lab</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>NABL of affiliated principal Laboratory</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Whether agree on less then base rate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Agree as per RFP terms</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Ready to follow TAT for all Tests/reporting</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Have facility of IQA/ EQA.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Consent &amp;Authorization of principal NABL Lab for performing tests.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Three year experience in given format</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Empanelment from other Govt. bodies.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Availability of Number of Lab/ Collection center in state (name of the districts)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CONTRACT FORM FOR SELECTIVE LABORATORY SERVICES  
(AGREEMENT FORM)

Office of Civil Surgeon, District --------

This is in continuation to Notification for Award of contract by MD (NHM) dated -------.

Name & address of the Service Provider:

Reference: (i) RFP Document No ......... Dated ..............and subsequent Amendment No ............, dated ............ (if any), issued by the Tender Inviting Authority (ii) Service provider’s Tender No ......... Dated ........ and subsequent communication(s) No ........ Dated ........ (if any), exchanged between the service provider lab and the TIA in connection with this tender.

THIS AGREEMENT made the ............ Day of ......... 2016 between Civil Surgeon, --------- (<Name of district>) of one part and ............ (name of service provider) (Hereinafter called the Service Provider Lab) of the other part:

WHEREAS the TIA is desirous that Laboratory Tests should be provided by the Service Provider, and the TIA has accepted a tender submitted by the Service Provider for the Laboratory tests as per Annex- A by NABL lab on lowest quoted as per rates as per list attached.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:

   (i) All the terms and Conditions enumerated in Bid documents (Such as ITB, COC, Scope of services in Chapter III and other terms mentioned Bid Documents.

   (ii) TIA’s Notification of Award.

2. In consideration of the payments to be made by the District Civil Surgeons the Service Provider hereby covenants to provide the laboratory test.

   (c) Payment terms: The payment of tests performed will be made against the bills raised to the District Civil Surgeon/ Hospital In charge by the Provider on monthly basis after satisfactory submission of test bills, duly certified by the designated official. The payment will be made in Indian Rupees.

_________________________________________

(Signature, name and address of authorized official) For
and on behalf of__________________

Received and accepted this contract

(Signature, name and address of the supplier’s executive duly authorized to sign on behalf of the Provider)

For and on behalf of _________________________

(Name and address of the Provider) (Seal of the provider)

Date: __________________________

Place:
____________________
____________________
Annexure- G

PERFORMANCE SECURITY FORM FOR BANK GUARANTEE

To

MD, National Health Mission

WHEREAS………………………………………………………………………(Name and address of the Service Provider) (Hereinafter called “ the service provider” has undertaken, in pursuance of contract No……………….. dated …………………….. (Herein after “the contract”) to provided specific laboratory services.

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give such a bank guarantee on behalf of the service provider;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of………………………………………….. (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as above side, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 15 (fifteen) months from the date of signing of contract i.e. up to………….. (indicate date)

………………………………………………………………………………
(Signature with date of the authorized officer of the Bank)

………………………………………………………………………………
Name and designation of the officer

………………………………………………………………………………
Seal, name & address of the Bank and address of the Branch
PARTICULARS OF THE BIDDER
(To be submitted by all tenders / applicant)

1. Name: 

2. Address of Laboratory/ Principal Laboratory: Phone details (Mobile/Landline)
   (a) Total No. of locations where organization currently has centers in the State:

4. Details of service personnel:

<table>
<thead>
<tr>
<th>Name</th>
<th>Qualification</th>
<th>Experience (Similar Service)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(Use extra sheet if necessary)</td>
</tr>
</tbody>
</table>

5. Registration Nos.
   (a) EPF
   (b) ESI
   (c) Sales Tax
   (d) VAT
   (e) Service Tax
   (f) PAN No.
   (g) Audited Accounts Statement for past three financial years
   (h) Copy of Income Tax Return for past three financial years
   (i) Experience certificate of Bidder

6. Brief write-up about the firm / company. (use extra sheet if necessary)

__________________________
Signature of Applicant

Date: ______________________

Name: ______________________

Place: ______________________

Office Seal
APPLICATION FOR SUBMISSION OF TECHNICAL BID
(To be submitted by all tenders/applicant in their letterhead)

To

MD, National Health Mission, Bhopal, M.P.

Sub: regarding Empanelment of Laboratories for performing various diagnostics tests.

Sir,

We are submitting, herewith our offer for providing Laboratory Tests on CGHS rates through NABL accredited Lab for Year 2016-17

We are enclosing No………………… Dated……………….. (Amount…………………) towards Earnest Money Deposit (EMD), drawn on…………………… Bank in favor of MD, National Mission.

We agree to accept all the terms and conditions stipulated in your RFP. We also agree to submit Performance Security as per Terms mentioned in RFP.

4. Following documents are enclosed by us.

Enclosures:

1.
2.
3.
4.
5.

Signature of the Tenderer……………………

Seal of the Tenderer………………………
DECLARATION BY BIDDER

I / We ……………………………… agree that we shall keep our offer valid for a period of one year from the date of approval. I / We will abide by all the terms & conditions set forth in the RFP documents No.

I / We do hereby declare I / We have not been de- recognized / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions.

Signature of the bidder:

Date:

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.100.00 stamp paper.
**CHECKLIST FOR BIDDERS**
*(Bidders are required to enclose duly filled Checklist along with the Tender)*

Checklist to be filled and submitted by the bidder along with the technical Bidder

**Note:**

1. The bidder should furnish specific answers to all the questions mentioned in the Checklist. In case a question does not apply to a bidder, the same should be answered with the remark “not applicable”.

2. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

3. In case a bidder furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its bid will not be considered for evaluation.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Activity</th>
<th>Yes/ No/ NA</th>
<th>Page No. in the Tender submitted by the Bidder</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a</td>
<td>Have you enclosed Bid Documents Fee of the required amount?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.b.</td>
<td>Have you enclosed EMD of required amount for the quoted schedule(s)?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.c.</td>
<td>In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per format given in Form E of Chapter VI?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.d.</td>
<td>In case Bank Guarantee is furnished, have you kept its validity of 180 days from the due date of submission of bids</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Have you enclosed duly filled Bid Form as per format in Form-A of Chapter VI</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.a.</td>
<td>Have you enclosed Power of Attorney in favour of the signatory?</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td>Have you submitted of Techno commentary detail as per Annexure E?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SL No.</td>
<td>Activity</td>
<td>Yes/ No/ NA</td>
<td>Page No. in the Tender submitted by the Bidder</td>
<td>Remarks</td>
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<td>--------</td>
<td>--------------------------------------------------------------------------</td>
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<td>-----------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>4.</td>
<td>Have you submitted experience details for the last 3 years as per given format in annexure B</td>
<td></td>
<td></td>
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<tr>
<td>4.a.</td>
<td>Have you furnished documents establishing your eligibility &amp; qualification criteria as per Bid Documents?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.b.</td>
<td>Have you submitted satisfactory performance details as per Performance Statement Form given in Annexure G?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.c.</td>
<td>Have you submitted copy of the MOU / order(s)?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Have you submitted prices of tests in the Financial Bid Document as per Chapter IV?</td>
<td></td>
<td></td>
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<tr>
<td>6.</td>
<td>Have you kept validity of 150 days from the Technical Bid Opening date as per the Bid Documents?</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>7.</td>
<td>Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?</td>
<td></td>
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<tr>
<td>8.</td>
<td>Have you intimated the name and full address of your Banker (s) along with your Account Number</td>
<td></td>
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<tr>
<td>9.</td>
<td>Have you fully accepted payment terms as per Bid Documents?</td>
<td></td>
<td></td>
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<tr>
<td>10.</td>
<td>Have you fully accepted service delivery as per performance indicators as per Bid Documents?</td>
<td></td>
<td></td>
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<tr>
<td>11.</td>
<td>Have you submitted the certificate of incorporation?</td>
<td></td>
<td></td>
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<tr>
<td>12.</td>
<td>Have you accepted all the terms and conditions of Bid Documents?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Activity</td>
<td>Yes/ No/ NA</td>
<td>Page No. in the Tender submitted by the Bidder</td>
<td>Remarks</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------------------------------------------</td>
<td>-------------</td>
<td>-----------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>13.</td>
<td>Have you furnished Annual Report (Balance Sheet and Profit &amp; Loss Account) for last three financial years?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Have you submitted duly filled Bidder Information Form as per Annexure H</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

N.B.
1. All pages of the Bid should be page numbered and indexed.
2. The Bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the Bid and no column is left blank. If any column is not applicable, it may be filled up as NA.
2. It is the responsibility of bidder to go through the Bid Documents to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the Bidder)

For and on behalf of

(Name, address and stamp of the Bidding firm)
Ref. Your Tender Ref. No. ________ dated ___________

We, the undersigned have examined the above mentioned Bid Documents, including Amendment/Corrigendum No. __________, dated ________ (if any), the receipt of which is hereby confirmed.

We are quoting for the tests as mentioned below:

<table>
<thead>
<tr>
<th>List of Diagnostics Tests</th>
<th>Availability of test facility In House/Or tied up NABL lab mentioned in House/Tied up</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>S.No.</strong></td>
<td><strong>Investigations</strong></td>
</tr>
<tr>
<td>1</td>
<td>Body Fluid for Malignant cells</td>
</tr>
<tr>
<td>2</td>
<td>FNAC</td>
</tr>
<tr>
<td>3</td>
<td>Pap smear cytology</td>
</tr>
<tr>
<td>4</td>
<td>TB PCR</td>
</tr>
<tr>
<td>5</td>
<td>Karyotyping</td>
</tr>
<tr>
<td>6</td>
<td>Serum ferritin</td>
</tr>
<tr>
<td>7</td>
<td>Serum iron</td>
</tr>
<tr>
<td>8</td>
<td>Total iron binding capacity</td>
</tr>
<tr>
<td>9</td>
<td>HB electrophoresis</td>
</tr>
<tr>
<td>10</td>
<td>Histopathology examination (Paraffin section+H&amp;E Staining)</td>
</tr>
<tr>
<td>11</td>
<td>LH</td>
</tr>
<tr>
<td>12</td>
<td>FSH</td>
</tr>
<tr>
<td>13</td>
<td>Prolactin</td>
</tr>
<tr>
<td>14</td>
<td>Serum Testosterone Total</td>
</tr>
<tr>
<td>15</td>
<td>T3, T4, TSH</td>
</tr>
<tr>
<td>16</td>
<td>TSH</td>
</tr>
<tr>
<td>17</td>
<td>Hb A1C</td>
</tr>
<tr>
<td>S.No.</td>
<td>Investigations</td>
</tr>
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<td>-------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>18</td>
<td>Alpha Foeto Protein</td>
</tr>
<tr>
<td>19</td>
<td>CEA</td>
</tr>
<tr>
<td>20</td>
<td>CA 19.9</td>
</tr>
<tr>
<td>21</td>
<td>CA 125</td>
</tr>
<tr>
<td>22</td>
<td>PSA Total</td>
</tr>
<tr>
<td>23</td>
<td>PSA Free</td>
</tr>
<tr>
<td>24</td>
<td>Beta HCG</td>
</tr>
</tbody>
</table>

### Marker

We now offer to provide service in conformity with your above referred Bid Document as mentioned in our price bid which has been submitted separately as part of this bid.

If our bid is accepted, we undertake to perform services as mentioned above, as specified in the Scope of Services and also accepts all conditions of the Bid Documents.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of COC clause 5, for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the ITB clause 17, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bidread with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Bid Invitation.

We confirm that we do not stand debarred / blacklisted by MOH&FW, GOI, or any other Central Govt. Department or State Government as on the date of opening of bid.

We confirm that we fully agree to the terms and conditions specified in above mentioned BidDocument, including amendment/ corrigendum if any

(Signature with date)
FORM – B: BANK GUARANTEE FORM FOR EMD

Whereas ______________________________ (hereinafter called the “Bidder”) has submitted its bid dated ___________________ for the services ________________ (hereinafter called the “bid”) against the Client’s Bid Ref. No. ________________________________ Know all persons by these presents that we ______________________________ of _________________ (hereinafter called the “Bank”) having our registered office at _________________________ are bound unto ____________________________ (hereinafter called the “Client”) in the sum of _________________________ for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____________________ day of _______ 20_____. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this bid.

(2) If the Bidder having been notified of the acceptance of his tender by the Client during the period of its validity:

   a) fails or refuses to furnish the performance security for the due performance of the contract.
   or
   b) fails or refuses to accept/execute the contract.
   or
   c) if it comes to notice that the information/documents furnished in its bid is incorrect, false, misleading or forged

We undertake to pay the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period 150 days after due date of opening of technical bids and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch