



**REQUEST FOR PROPOSAL
FOR
HIRING OF SERVICE PROVIDER
FOR SPECIFIC LABORATORY AND
PATHOLOGY SERVICES
IN GOVT.HEALTH FACILITIES
UNDER
FREE DIAGNOSTIC SCHEME**

RFP. NO. :

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This document contains total 49 pages including cover page and 16 Annexure

1. Notice Inviting Request for Proposal

Letter No...../DHS / RFP-Lab & Patho servicesRaipur, dated/..... /2018

On behalf of Director Health Services, Chhattisgarh, Chhattisgarh Medical Service Corporation (CGMSC), invites Request for Proposal for providing Specific Laboratory and Pathology Services in selected health facilities as listed in Annexure-11.

Date and time schedule of RFP:

Sr.	Particulars	Date and Time	Venue/web address
1	Date of uploading of RFP	03/08/2018	https://eproc.cgstate.gov.in , www.cghealth.nic.in
2	Pre-bid conference	16/08/2018 3:00 PM	Old Office of Directorate of Health Services, DKS campus, Behind Lalganga shopping mall, Raipur Chhattisgarh
3	Opening date for submitting online Request For Proposal	27/08/2018	https://eproc.cgstate.gov.in
4	Closing date for submitting online Request For Proposal	01/09/2018 (5:00 PM)	https://eproc.cgstate.gov.in
5	Opening of tender (online)	03/09/2018 3:00 PM	Chhattisgarh Medical Service Corporation, (CGMSC), 3 rd floor, Govind Sarang Vyavsayik Parisar, New Rajendra Nagar, Raipur Chhattisgarh
6	Estimated Annual Transaction Value		Rs 20 Crores

1. The selection of Bidders shall be carried out through e-procurement process. Proposal/Bids are to be submitted online in electronic format on website <https://eproc.cgstate.gov.in> as per RFP document.
2. The RFP document cost of Rs. 5000/- by way of RTGS / E-transfer to CGMSC Ltd. Equipment Procurement Cell, Account No. 540901010050669, Bank Name- Union Bank of India, Shankar Nagar Branch, Raipur CG, IFSC/ RTGS code – UBIN05540490.
3. RFP document may be downloaded from the website- <https://eproc.cgstate.gov.in> and www.cghealth.nic.in

Director
Health Services
Chhattisgarh, Raipur

2. Disclaimer

- 2.1 The information contained in this Request for Proposal (hereinafter referred to as “RFP”) document is provided to the Bidders, by the Director Health Services, Chhattisgarh (on behalf of Government of Chhattisgarh Department of Health & Family Welfare) hereinafter referred to as “DHS”, on terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- 2.2 The purpose of this RFP document is to provide the Bidder (s) with information / data to assist in the formulation of Proposals/Bids. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for DHS to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should assure itself regarding the accuracy and completeness of the information in this RFP document for its own purpose, where deemed necessary obtain clarification from appropriate sources.
- 2.3 Director Health Services, Chhattisgarh makes no representation, or warranty, and shall incur no liability under any law, statutes, rules or regulations as to the accuracy or completeness of the RFP document.
- 2.4 Director Health Services, Chhattisgarh reserves the absolute right to cancel or amend, in part or in full, any part of the RFP document.
- 2.5 The issue of this RFP does not imply that the DHS is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Specific Laboratory and Pathology services and the Authority reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.
- 2.6 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid.
- 2.7 Any subsequent notice regarding this tender shall be uploaded on the website only. Bidders are advised to check website regularly at their convenience.
- 2.8 The Bidder and its human resources shall be working in an Environment which is not always guaranteed to be Non Hazardous. There scope of work may carry risk of infection and contamination of various kinds, including but not limited to, contagious diseases and other contact based and fluid based diseases.

3. Background

- 3.1 Diagnostics are an integral part of the health care system and provide information needed by service providers to make informed decisions about care provision related to prevention, screening, detection, treatment and management. Limited availability and access to quality laboratory services are among the major challenges contributing to delayed or inappropriate responses to disease control and patient management. This also results in continued reliance on empirical patient care or irrational diagnostic prescription, practices that waste scarce resources.
- 3.2 Out of pocket expenditures on diagnostic tests are high and rising, sometimes even overtaking the costs of medicines. The poor who access public health care facilities have access to limited set of diagnostic services. Other challenges in provision of a set of diagnostics at each facility level include availability of skilled personnel, reagents, consumables and kits.
- 3.3 The ready availability of affordable diagnostic tools enables accurate detection of health risks and disease at an early stage, thereby improving disease management, and also diminishing subsequent health problems and associated costs.
- 3.4 Diagnostics therefore play a useful role in influencing the quality of patient care, and health outcomes. Good quality diagnostic tests that are fit for purpose and provide accurate results are therefore of paramount importance in reducing the burden of disease.
- 3.5 A package of essential diagnostics, if available free of cost in public health facilities would not only reduce the burden on the poor and the vulnerable but would also be accessible to sections of the middle class sections that face financial stress on account of expensive health care diagnostics. This would also make the health care in public health facilities comprehensive and thereby attractive to larger segments of population.
- 3.6 Several states have attempted to ensure the availability of diagnostics in the public health facilities. These range from improving access to diagnostics within public health facilities through hiring laboratory technicians and procuring equipment kits, reagents as part of regular supplies, or by outsourcing the function of diagnostics, or by establishing linkages with laboratories in the private sector for providing selected diagnostics, such as laboratory and pathology services.
- 3.7 To fulfill all the gaps or solve the issue, Department of Health Family Welfare, CG Govt. is inviting a proposal to provide Specific Laboratory and Pathology services at selected unit.
- 3.8 Thus overall objective of this initiative is to ensure the availability of a minimum set of laboratory diagnostics, and to reduce high out of pocket expenditure, thereby enabling appropriate treatment, based on accurate diagnosis, thus improving, overall quality of healthcare, and patient's experience in public health facilities.

4. Definitions

4.1 Definitions

The following definitions and abbreviations, which have been used in this RFP shall have the meanings as indicated below:

- 4.1.1 “Appellate Authority” means Commissioner Health Services, Chhattisgarh
- 4.1.2 “Authorized Representative” shall mean any person authorized in writing by the Bidder as defined in 4.1.3/firm/ society/ Company/agency.
- 4.1.3 “Estimated Annual Transaction Value” means the amount in rupees which is estimated to be paid to the service provider with respect to the services rendered during a period of one year. This estimation is based on the data of pathology tests which may be prescribed to the patients coming for treatment in District Hospitals and Community Health Centers of the state.
- 4.1.4 “Bidder” shall mean Partnership Firm/Proprietorship Firm/Registered Society/ Registered trust/ Co-operative Society/Limited Liability Partnership (LLP)/Company incorporated, having existence in India for at least 3 years as on 31 March 2018, and they shall be governed by the respective Acts of India relating to these entities.
- 4.1.5 “Contract” means the written agreement entered into between the Successful bidder and contracting authority together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- 4.1.6 “Contracting Authority” means Director Health Services Chhattisgarh.
- 4.1.7 “DHS” means Director Health Services, Chhattisgarh
- 4.1.8 “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its Bid.
- 4.1.9 “Letter of Intent” (LoI) means the letter issued by the Director Health services to the Successful Bidder (s) for initiation of services.
- 4.1.10 “Performance Security” means monetary or financial guarantee to be furnished by the successful Bidder for performance standards as due under the contract placed on it.
- 4.1.11 “Request for Proposal (RFP)” shall mean this document and its Annexure and any other document provided or issued during the process of selection of bidder(s), seeking any clarification etc., a set of solution(s), services(s), materials and/or any combination of them, including amendments, if any, after the pre-bid meeting.
- 4.1.12 “Specified Laboratory and Pathology Services” means all services intended to be covered in this RFP and include specific laboratory and pathological tests in the specified unit as notified later, and which shall include collection of sample from the unit, tests and reporting within stipulated time.
- 4.1.13 “Successful bidder” shall mean the bidder, who is technically qualified and whose

financial bid has been finalized through e-tendering process.

4.1.14 “Service Provider” means the successful bidder, who after, signing the agreement, is providing the services as enumerated in the RFP.

4.1.15 “Tender Inviting Authority” means Director Health Services, Chhattisgarh. The tender process will be processed through Chhattisgarh Medical Corporation Limited, Raipur.

4.1.16 “Unit” means the district including Health Facility (ies) (District Hospitals, and identified Civil Hospitals/Community Health Centres of the District). **Total 27 Units.**

4.2 Abbreviations:

3.1.1 “BG” means Bank Guarantee

3.1.2 "CGMSC" means Chhattisgarh Medical Service Corporation

3.1.3 “CH” means Civil Hospital

3.1.4 “CHC” means Community Health Center

3.1.5 “CS” means Civil Surgeon

3.1.6 "DH" means District Hospital.

3.1.7 "DHS" means Director Health Services, Chhattisgarh

3.1.8 "EMD" means Earnest Money Deposit

3.1.9 “LOI” means Letter of Intent

3.1.10 “MCI” means Medical Council Of India

3.1.11 “MoU” means Memorandum of Understanding

3.1.12 “NABL” means National Accreditation Board for Laboratory

3.1.13 “RFP” means Request for Proposal

3.1.14 “SOP” means Standard Operating Procedure

5. Eligibility criteria for the Bidder

5.1 Eligibility Criteria

The bidder must possess the minimum qualifications, required technical and financial capabilities in providing the services necessary to meet the requirements as described in the RFP. The bidder must also possess the technical know-how and the financial capacity that would be required to successfully provide the specific Laboratory and Pathology services as sought under this RFP for the entire period of the contract. The bids must be complete in all respects and should cover the entire scope of work as mentioned in the RFP. Invitation to this RFP is open to all bidders who satisfy the eligibility criteria as given below:

Sr.	Particulars	Minimum requirements
5.1.1	Legal entity	Partnership Firm/Proprietorship Firm/Registered Society/ Registered trust/ Co-operative Society/Limited Liability Partnership (LLP). The Bidder can be a sole provider (Company/Society/Trust) or a group of companies (maximum3) coming together as Consortium to implement the Project, with a Lead Member should have at least 51% stake of the consortium and must also have all legal liabilities. In support of this, the bidder's letter shall be submitted as per proforma in Annexure 4 . A bidder cannot bid as a sole provider as well as a partner in a consortium. No bidder can place more than one bid in any form. The principal bidder shall be legally responsible and shall represent all consortium members, if any, in all legal matters.
5.1.2	Bidder turnover	The bidder must have a minimum average annual turnover of Rs.20,00,00000/- (Rs. twenty Crore) on each year, during the three complete financial years (Financial Year 2015-16, 2016-17 and 2017-18) for participating in the Bidding process.
5.1.3	Bidder Net Worth	The bidder must have a minimum net worth of Rs 5 crores (Five Crores). This minimum net worth must be maintained during last three complete financial years (Financial Year 2015-16, 2016-17 and 2017-18) to be able to qualify to Bid
5.1.4	Nature & Experience of work	<p>a. The Bidder shall have experience in providing Laboratory and Pathological services and should have successfully completed, similar type of assignment in any government hospital / private or public sector undertaking hospital/ diagnostic centre, anywhere in India, for three completed years up to the defined period (2015-16, 2016-17 and 2017-18). In support of this, Bidder shall submit the copy of such work along with satisfactory completion certificates issued as per Annexure-5.</p> <p>b. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)</p> <p>c. The Bidder shall have at least five Laboratory Service Centres (with fully trained service personnel) and provides laboratory reports for a minimum of 1,00,000 (one lakh) tests per annum in these centers in one or more States of India.</p> <p>d. The Bidder shall have at least 1 NABL certified laboratory.</p>
5.1.5	Local office	The bidder shall have office/branch in respective district headquarters or He/ She shall furnish an affidavit to open an office where the services are to be provided, along with the proposal of the bid. The successful bidder shall open a local office in the districts within one month after signing of agreement, where they have been awarded contract to provide services.
5.1.6	Blacklisting/ Bankruptcy	The bidder should not be debarred / blacklisted by Central Government / any State Government / PSU or under a declaration of ineligibility for corrupt or Fraudulent practices. There should be no police case pending against the bidder for corrupt practices. The bidder should not be bankrupt or filed for bankruptcy.

		An affidavit in this regard has to be submitted along with the proposal.
5.1.7	Essential registrations	<p>The bidder shall have the following Registrations and details of the same be provided in the technical bid:</p> <ul style="list-style-type: none"> i. EPF Registration ii. GST Registration iii. ESIC Registration if any iv. PAN Number v. License under Nursing Home / clinical establishment Act (Selected Bidder shall have to obtain license under Nursing Home Act, Chhattisgarh, before operationalisation of the Lab) vi. Biomedical waste (BMW) Authorization
5.1.8	EMD	<p>The bidder shall furnish an Earnest Money Deposit (EMD) from a nationalized/scheduled bank located in India of Rs. 10,00,000 (Rs. Ten Lakhs) by way of RTGS/ E transfer to the following bank account of Managing Director Chhattisgarh Medical Service Corporation Account No. 540901010050669, Bank Name- Union Bank of India, Shankar Nagar Branch, Raipur CG, IFSC/ RTGS code – UBIN05540490.</p> <ul style="list-style-type: none"> a. It may be noted that no tendering entity is exempt from deposit of EMD. Tenders submitted without EMD shall be rejected. b. The EMD of unsuccessful bidder will be returned to them without any interest, after Conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract. c. EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender 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. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period. d. No interest shall be payable on Earnest Money/Security Deposit .

5.2 Documents Required

- 5.2.1 For Sr. No. 5.1.1, Registration certificate issued under the respective governing act and in case of proprietorship firm shop establishment certificate should be submitted and in case where amendments have been made to the firm, all such deed of amendments; registration certificate with service tax registration.
- 5.2.2 For Sr. No. 5.1.2, for turnover - audited financial statements for those financial years as mentioned in 5.1.2. Original certificate from the Chartered Accountant quantifying the amount in turnover in this regard. Proof should be presented that such turnover was on the basis of similar work only.
- 5.2.3 For Sr. No. 5.1.3, for networth - audited financial statements for those financial years as mentioned in 5.1.3. Original certificate from the Chartered Accountant quantifying the amount in turnover in this regard. Proof should be presented that such turnover was on the basis of similar work only.
- 5.2.4 For Sr. No. 5.1.4, relevant experience and work orders clearly specifying the nature of work in the format attached in **Annexure -5**.

- 5.2.5 For Sr. No. 5.1.5, for existing office – rent agreement or service tax registration or electricity bill or telephone / mobile bill certified from Gazetted officer; for opening new office – affidavit from the bidder, which shall also include the address and phone number of the office.
- 5.2.6 For Sr. No. 5.1.6, the bidder shall submit an affidavit clearly that it is not debarred / blacklisted by Central Government / any State Government / PSU or is under a declaration of ineligibility for corrupt or fraudulent practices. The bidder is not bankrupt or filed for bankruptcy.
- 5.2.7 For Sr. No. 5.1.7, Registration certificates/certificate from all the respective departments.
- 5.2.8 For Sr. No. 5.1.8, attach E. receipt/ scanned copy of bank slip of EMD in Cover A.

6. General terms and condition

- 6.1 The bid will be valid for 180 days after due date of submission of bid.
- 6.2 An agreement will be signed between the successful bidder and the Contracting Authority within 15 days after issue of letter of intent.
- 6.3 Service provider shall commence the proposed services within the 30 days of signing the agreement.
- 6.4 Subcontracting or subletting of the contract will not be permitted under any condition.
- 6.5 Conditional bids shall not be considered and will be out-rightly rejected at the very first instance.
- 6.6 The Successful Bidder will be bound legally by the details furnished by him/ her, while submitting the RFP or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of contract making the successful bidder liable for legal actions and termination.
- 6.7 Use of the allocated space by the service provider for any other purpose other than the approved scheme shall not be permitted.
- 6.8 The Service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the proposed scheme, during the entire duration of agreement.
- 6.9 **Earnest Money Deposit (EMD)**
- 6.9.1** The tender document shall be accompanied by Earnest Money Deposit (EMD) as specified in clause 5.1.7 through RTGS/E-transfer in favor of **The Managing Director** Chhattisgarh Medical Service Corporation, (CGMSC), 3rd floor, Govind Sarang Vyavsayik Parisar, New Rajendra Nagar, Raipur Chhattisgarh.
- 6.9.2** It may be noted that no tendering entity is exempt from deposit of EMD. Tenders submitted without EMD shall be rejected.
- 6.9.3** The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- 6.10 The EMD shall be forfeited in the following cases:
- 6.10.1 If the Bidder withdraws the Proposal during the intervening period of the Proposal due date and expiration of the Proposal Validity period.
- 6.10.2 If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by the Contracting Authority.
- 6.10.3 If any information or document furnished by the Bidder turns out to be

- misleading or untrue in any material respect;
- 6.10.4 If the successful bidder fails to sign the contract or agreement within 15 days after issuance of LOI. (within the 30 days of signing the agreement)
- 6.11 DHS, Chhattisgarh Raipur shall have all the rights to reject the proposal without assigning any reason.
- 6.12 The successful Bidder shall be required to furnish Performance Security of any Nationalized bank in the form of Bank Guarantee. The Contracting Authority after receipt of the Performance Security, shall provide right to use the space identified for this purpose in the hospital building.
- 6.12.1 This performance security shall be equal to 8% of the expected annual transaction value as approved in the bid for the first year, at the time of signing of contract. This performance security shall be valid till the end of the first year of contract.
- 6.12.2 For the subsequent years the performance security shall be renewed and the Performance security shall be 5% of the annual transaction value, which shall be valid till one month after the end of contract period.
- 6.13 For all intents and purposes, the service providing successful bidder shall be the “Employer” of the personnel deployed. Under No circumstance, can any human resource deployed by the service provider can claim to be an employee of the Government or can claim regularization or absorption into a department of Government or Government undertaking in Chhattisgarh State or any part of India.. No such human resource deployed by the service provider shall have any right towards regularization or absorption into a any Government department or Government undertaking. The Service Provider shall specify this provision in all service agreements, engaged with the human resource, in respect of the work orders.
- 6.14 The successful bidder will be responsible for compliance of all statutory provisions relating to minimum wages, Employee provident fund and Employee state insurance (If applicable) and other labour laws and regulations, in respect of the persons deployed.
- 6.15 The bidder shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The bidder shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the bidder for providing the services, biomedical waste management, bio-safety, occupational and environmental safety.
- 6.16 Legal liability to the extent of reporting of images for each reported case extends to the service provider. However overall legal responsibility of provision of medical care lies with the Authority/ public health facility.
- 6.17 The successful bidder shall be liable for depositing all taxes, levies and Cess (apart from TDS) etc. on account of service rendered to concerned tax collection authorities from time to time as per extent rules and regulations on the matter. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax, as amended, from time to time.
- 6.18 The successful bidder shall be responsible for appropriate insurance coverage. In this regard, the successful bidder shall maintain workers compensation, employment liability insurance for their staff on the assignment. The successful bidder shall also maintain Health benefits, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the successful bidder or its staff., the successful bidder shall provide the Contracting Authority with certification thereof upon request.

6.19 The bidder will have to comply all specific terms and conditions related to the Specific Laboratory and Pathology services as mentioned in **Annexure 1**.

6.20 The Service provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

6.21 The successful bidder shall be liable for complying and adhering to all statutory rules and act of the land.

7. Scope of work

7.1 Details of the scope of work & services are enclosed at **Annexure –2**.

7.2 The Service provider shall provide the specific Laboratory and Pathology services within stipulated time, listed as per the **Annexure-12& 13**.

8. Methodology for execution of work

8.1 The Bidder should visit the Health facilities to assess the site for feasibility. If the bidder has any suggestion they should inform during the pre bid conference in writing. Later on any such complain of non feasibility will not be considered.

8.2 The Successful Bidder should prepare a detailed Plan {including but not limited to renovation of the place, procure the required machineries, deploy human resource, in order to make centre functional} and should get it approved by the Contracting Authority, before initiation of the work.

9. Monitoring Mechanism

For better management and smooth services, the following monitoring mechanism will be adopted by the Service Provider & Contracting Authority:-

9.1 The services provided shall be free of cost, for which no- fee receipt is to be issued in duplicate and at the end of month these receipts will be submitted to the nodal officer designated by CMHO of the district at the time of payment.

9.2 The format of No-fee receipt shall be provided by Director Health Services, Chhattisgarh.

9.3 Total number of tests performed in the facility on every day basis shall be maintained by the service provider and it shall be duly verified by the Nodal Officer of the facility on day to day basis. In case the E-hospital software is operational in the facility, The Services are to be integrated with it.

9.4 The Service Provider has to maintain complaint / Suggestion Box at the appropriate place decided by the nodal officer.

9.5 The service provider shall also maintain a register for the feedback from the doctors regarding delayed reporting, reporting errors etc.

9.6 Timing of taking sample and reporting would be mentioned in the reporting format.

9.7 In addition to above, a third party quarterly audit related to the quality of tests and report (interpretation) will be carried out by a team constituted by the Director Health Services.

10. Period of Agreement

10.1 The date on which all conditions precedent are satisfied or waived, as the case may be, shall be considered as the date of Agreement. The agreement shall be valid for a period of 7 years from the date of signing of contract.

- 10.2 After this period, the Agreement can be extended for maximum two years only once, on the same terms and conditions with mutual consent. However, in all such cases, where extension for a period of two years is granted, there can be provision of escalation of upto 5% in the prevailing rate with mutual consent. In all cases the Service Provider shall have to deposit the performance security of 5% of annual contract price for the extended period.
- 10.3 The commencement date for the Laboratory and Pathology (sample collection, test and reporting) services shall be within 30 days from the date of Agreement. If Service Provider fails to start the work within this stipulated time, as mentioned above, he shall be penalized @ Rs.1000 per day per unit, which shall be deducted from his due bills at the time of payment.

11. Selection Process

- 11.1 The Authority has adopted an online bidding process. The Application can be downloaded from the website (<https://eproc.cgstate.gov.in>).
- 11.2 Online bidding shall involve, three-step selection process (collectively the “**Selection Process**”) in evaluating the proposals comprising of tender process fee and EMD technical and financial bids to be submitted in three separate online envelopes Cover A, Cover B and Cover C.
- 11.3 In the first step, evaluation of the tender process fee and EMD will be carried out. **Cover A**
In the second step, a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed Bidders shall be prepared. **Cover B**
In the third step, a financial evaluation will be carried out only for the Bidders who qualify the technical evaluation. **Cover C**
- 11.4 **All the bidders qualifying the technical evaluation shall be selected for financial bid.** Proposals will finally be ranked according to the Financial Bid.
- 11.5 Cover A**
- 11.5.1 The Bidder shall pay a sum of 5000 (Rs. Five Thousands) through RTGS/E-transfer to Managing Director, Chhattisgarh Medical Service Corporation, (CGMSC), New Rajendra Nagar, Raipur Chhattisgarh, non-refundable as the cost of the RFP process in cover A.
- 11.5.2 A Bidder shall be required to deposit, through RTGS/E-transfer to Managing Director, Chhattisgarh Medical Service Corporation, (CGMSC), New Rajendra Nagar, Raipur Chhattisgarh EMD, of Rs. 10,00,000 (Rs. Ten Lakhs) in cover A, as specified in clause 6.9
- 11.6 Cover B** – As per annexure 10 (except serial number 1 and 2 in annexure 10)
- 11.7 Cover C**- As per annexure 6.
- 11.8 Selection of the entity shall be made on L1 basis – refer **Annexure 6** (i.e. lowest financial as percentage below CGHS Nagpur rate which will apply for all the tests enlisted in CGHS Nagpur Rate)
- 11.9 The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the successful Bidder in case selected Bidder withdraws or defaults for any reason.

11.10 In the event that none of the other Bidders match the Bid of the successful Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

11.11 Concession Agreement shall be part of the RFP.

11.12 Pre-Bid Meeting-

11.12.1 The pre bid meeting shall be organized on scheduled date, time and place as mentioned in the Bid information sheet as per clause 1.

11.12.2 All related queries and suggestion must be submitted in writing, in company's letter head with duly signed by the authorized person.

11.12.3 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority.

11.12.4 The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

12. Preparation & Submission of Bid-

12.1 Language- The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder.

12.2 Format and signing of Application-

12.2.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those applications that are received in the required formats and complete in all respects. Incomplete or conditional bids shall be liable for rejection.

12.2.2 The Bidder has to apply through online web portal (<https://eproc.cgstate.gov.in>). The Bidder should have valid user id and password along with digital signature for participating in online tender process.

12.2.3 Online Application process consist of 3 Bid system - Cover-A (Tender document cost and EMD), Cover-B (Technical Bid) and Cover- C (Financial Bid)

12.2.4 The bidder shall have to submit tender document cost and EMD in cover A only.

12.2.5 The Bidder shall upload all the required documents of Technical bid in Cover B as per **Annexure-10** in the RFP. (except serial number 1 and 2 in annex 10)

12.2.6 The supporting documents shall be signed by the authorized signatory of the Bidder.

12.2.7 The bidder shall have to submit Financial Bid in cover C only.

12.3 Application Due date-

12.3.1 Applications should be submitted online, by 17:00 IST on the Application Due Date, provided in Bid Information Sheet in the manner and form as detailed in this RFP.

12.3.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum uniformly for all Bidders.

13. Evaluation Process

13.1 The online Bid shall be opened on the Due Date, at the place specified in Bid

information sheet and the Bidders may choose to attend the same.

- 13.2 Applications will be subsequently examined and evaluated by the committee constituted by the Authority.
- 13.3 Qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 13.4 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 13.5 The Authority reserves the right, not to proceed with the Bidding Process at any point of time, without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 13.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project for the purpose of considering the project in evaluation of whether the Bidder is meeting the technical requirement.
- 13.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same for the purpose of meeting the technical requirement. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Application and/ or Bid and retain the Performance Security.

14. Bid Opening

- 14.1 The committee constituted by the Tender Inviting Authority shall evaluate the entire Bidding process with reference to technical requirements and various other commercial criteria given in the Tender Document.
- 14.2 **Technical Bid:**

The Bidder should upload the tender document & processing fee along with receipt of EMD in **Cover A**, other documents as a part of Technical bid in **Cover B** as per **Annexure 10**.

The Technically qualified bids shall be further considered for opening and evaluation of financial bids.
- 14.3 **Financial Bid:**

The Bidder should upload the financial Bid as **Cover C** as per **Annexure 6**.
- 14.4 Selection of the entity shall be made on L1 basis (Lowest Bid price quoted)
- 14.5 All cost needs to be mentioned in Indian Rupees only.

15. Award of Contract

- 15.1 DHS shall inform those successful Bidders whose proposals are selected, via issuance of Letter of Intent (LoI), as per the format given in the **Annexure-9**. Bidder shall acknowledge the LoI in writing as per proforma given in **Annexure -9**, within seven days from the issue of LoI by the DHS.
- 15.2 After acceptance of LoI, Performance Security (from any nationalized bank) of 8 % of the total contract value, (for the first year of contract period), shall be deposited as per **Annexure- 7**, for signing an Agreement with the Contracting Authority.

15.3 An agreement will be signed between the successful bidder and the Contracting Authority which will clearly lay down the terms & conditions, duration of agreement, payment schedule, penalties and clauses for termination of agreement etc.

15.4 The complete RFP document will be part of agreement.

16.Payment Mechanism

16.1 Payment will be released only after start of operations at all the locations as annexed in **Annexure-11** within a period of 90 days of the signing of the tender document.

16.2 The service provider will raise its invoice on completion of services during this period duly accompanied by evidences of services provided

16.3 Payment for the specific laboratory and pathological services (Sample collection, performance of tests and reporting) for the completed month will be made to the Service Provider within 30 working days of submission of the bill to the contracting authority. The last day of submission of Bills shall not exceed 5th of every month, or the next working day if 5th day is holiday. Payment of the bill will be based on computerized printouts in standardized proforma, (approved by Director Health Services) along with certified copies of document and the register maintained by the Nodal Officer or any other necessary documents.

16.4 The penalty, if any, shall be deducted from the total amount to be paid .

16.5 90% of the amount after deducting the penalty, if any, shall be paid as per timeline stipulated after the invoices are submitted.

16.6 Rest 10% of the amount shall be paid only after 3rd party audit/verification of the services, which shall be completed within three months.

16.7 The party has to give proof of payment of wages as per minimum wages act and payment of EPF and ESIC as applicable.

17.Penalty Clause

17.1 All the penalties have been illustrated in details in the **Annexure-8**

18.Dispute Resolution Mechanism

18.1 The Service Provider and the Contracting Authority shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:-

18.1.1 The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

18.1.2 If the parties fail to resolve their dispute or difference by such mutual consultations within seven days of commencement of such consultation, then the Contracting Authority or the Service provider may appeal to the appellate authority.

18.2Arbitration

18.2.1 Secretary Government of Chhattisgarh Department of Health & Family Welfare shall appoint an Arbitrator to adjudicate the disputes and differences between the parties. The work under the Contract shall, however, continue during the Arbitration proceedings.

18.2.2 If the parties fail to resolve their dispute or difference by mutual consultations or through an appeal to Commissioner Health, Government of Chhattisgarh within 30 days of appeal then dispute shall be resolved as per provisions of Arbitration and Reconciliation Act 2015 of India as amended from time to time.

18.2.3 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated in Raipur for all purposes.

18.3 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Competent Courts in Raipur, where the agreement has been executed, for all purposes.

19 End of Agreement:

The agreement may come to an end by the following ways

19.1 Foreclosure & Exit:

19.1.1 This shall apply in case there is change in the ownership of the hospital (for ex. The hospital may be upgraded from Community health centre to a Dist. Hospital, or Distt. hospital to a Medical college hospital ,or the hospital may have change of ownership from government to PPP mode).

19.1.2 **Exit Clause (No Fault Termination)** - Either party may terminate the Agreement with mutual consent by giving 3 months prior notice.

19.2 Force Majeure:

For any reason, if the unit ceases to run as a hospital, which is beyond the control of either party, when an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by the legal term, act of God (hurricane, flood, earthquake, volcanic eruption, etc.), prevents one or both parties from fulfilling their obligations under the contract.

19.3 Termination :

Right to Terminate the Process : Contracting Authority reserves the right to terminate the contract entered into with service provider under the following circumstances:-

19.3.1 The contracting authority may terminate the contract, if the successful bidder withdraws its tender after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual obligations.

19.3.2 The Service Provider commits a breach of any of the terms and conditions of the Agreement, general as well as specific.

19.3.3 In case the Service Provider fails to deliver the services as mentioned in the scope of work as mentioned in **Annexure 2**.

19.3.4 The Service Provider goes into liquidation, voluntarily or otherwise.

19.3.5 If the Service Provider fails to initiate the assignment, as per the timeline or, fails to initiate the assignment, even after extension, if any, allowed by the Contracting Authority.

19.3.6 If cumulative deductions on account of liquidated damages /Penalty exceeds more than 8% for the first year and 5% for the subsequent years (ie. Performance Security) of the total annual contract price, at any point of time.

19.3.7 If the turnaround time for reporting, for the unit is below 60% consecutively for three months and the service providers is being penalized for this.

19.3.8 Discontinuity of services for more than 15 days, unless extended by contracting authority as per **Annexure - 8**.

19.3.9 Use of allocated space by service provider for any purpose other than the approved scheme shall not be permitted.

19.3.10 The service provider sells or transfers any proprietary rights or entrust to any other third party for running the proposed scheme, the duration for which the agreement has been signed.

19.3.11 In human resource deployed, by the Service Provider is/are found indulging in any criminal activity, illegal, immoral activity or found indulging in action affecting the dignity of woman or children including but not limited to direct or indirect harassment, or sexual abuse and misdemeanour.

19.3.12 If it is determined during the course of the contract, that the information/data submitted by the successful bidder has been found as false or misrepresented in order for such bidder to win the contract over his fellow bidders in violation of the terms of the Pre-contract Integrity Pact – **Annexure 16**

19.4 Mechanism of termination –

Contracting authority, reserves the right to terminate the contract by following processes

- 19.4.1 The Contracting Authority will issue a show cause notice in writing, if he is not satisfied about the services given by the Service Provider or any other conditions given in Clause 19.3.
- 19.4.2 In case the service provider fails to keep 2/3 of units functional for more than 30 days, a notice shall be issued to the service provider to improve the services.
- 19.4.3 The service provider shall have to make all the units functional within a period of 30 days from the date of issuance of notice. Failing which, his agreement is liable to be terminated.
- 19.4.4 The Service Provider shall vacate the place/ control room provided to him within 30 days of the date specified in termination order.

19.5 Consequences of Termination:

- 19.5.1 In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Contracting Authority shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach.
- 19.5.2 Nothing herein shall restrict the right of Contracting Authority to invoke the Bank Guarantee and other guarantees, securities furnished, enforce the Deed of indemnity and pursue such other rights and/or remedies that may be available to the Contracting Authority under law or otherwise.
- 19.5.3 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 19.5.4 In the event of termination, the liability of the Contracting Authority for payments to the Service Provider shall not exceed the date, on which the termination order has been issued.

19.6 Force Majeure

- 19.6.1 Notwithstanding anything contained in the provisions of conditions of contract the successful bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 19.6.2 For purpose of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and not foreseeable.
- 19.6.3 Such events may include disasters, fires, floods, epidemics.
- 19.6.4 If a Force Majeure situation arises, the successful bidder shall promptly notify the Contracting Authority in writing of such conditions
- 19.6.5 Unless otherwise directed by Contracting Authority in writing, the successful bidder shall continue to perform its obligations under the contract as far as is reasonable practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

20 Blacklisting

- 20.1 The Bidder who submits false, forged or fabricated documents or conceals facts with intent to deceive the Contracting Authority to gain unlawful advantage over other bidders and/or procure purchase order; bid security Deposit of such Bidder firm will be

forfeited and firm will be liable for blacklisting for a period of not less than 2 years. The firm will also be liable for legal action depending on the facts and circumstances of the case.

- 20.2 The successful Bidder fails to execute the agreement after being declared as L-1 to perform the obligations under the Bid conditions, Bid Security Deposit of such Bidder firm will be forfeited and firm will be liable for blacklisting for a period of not less than 2 years or the period specified in Bid document.
- 20.3 The Tenderers who have withdrawn after participating in the tender either fully or partially, the entire firm/company will be blacklisted for a period of 2 years from the date of intimation apart from forfeiture of the Security Deposit/EMD.
- 20.4 Blacklisting for Quality failure : The Bidder should provide good quality equipments and provide quality test report. “if Upkeep time consistently below 60 % for three months in a year”, the contract shall be liable for termination& will be blacklisted

21. Liquidated Damages

- 21.1 Subject to clause for force majeure if the bidder fails to commence the specific laboratory and pathology services (sample collection, test and reporting) within 30 days from the date of Agreement, he shall be penalized @ Rs.1000 per day per unit, which shall be deducted from his due bills at the time of payment.

SPECIFIC TERMS & CONDITIONS FOR THE BIDDER

1. There will be a single service provider for all the units, therefore the bidders shall have to participate for all the units.
2. The Service Provider shall commission the services as per scope of work in the facility from 30 days of the signing of the Agreement.
3. All the pre-requisites such as civil, electrical, air-conditioning, computer, internet services or any other changes in the site shall be executed by the service provider at its own cost, with due permission of the Contracting Authority.
4. The Contracting Authority shall not be responsible for any loss/ damage to the machine/property due to any cause and the service provider shall have to take adequate insurance cover at his own risk & liability for all damages arising out due to any unprecedented reasons.
5. All expenses on account of man power, electricity, water and other maintenance of premises and the machine, security shall be borne by the Service Provider.
6. All the Legal responsibility of reporting of tests lies with the service provider. The service provider, shall handover the softcopy as well as the hard copies of the tests to the facility.
7. Quaterly review of performance and observance of terms & conditions including quality of tests shall be carried out by a committee constituted by Director Health Services.
8. TheDHS reserves the right to add/delete/modify the list of tests prescribed at various levels of unit given in **Annexure-12** and to add/reduce the total number of unit for which contract has been signed or direct to add any new equipments due to technological upgradation.
9. IT support systems along with connectivity for transmission of all results to corresponding units shall be the responsibility of the service provider.
10. Time frame for reporting of all results shall be as per attached **Annexure-13**.
11. Periodic review of performance and observance of terms & conditions including quality of tests shall be carried out by the Contracting Authority. 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. Documentation of the same should be done.
12. A third party audit by an NABL Accredited laboratory shall be conducted at the cost of service provider every year. 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.
13. A no-fee receipt shall be provided by the service provider to every patient. A copy of all such receipts shall be submitted on a monthly basis by the service provider to the Contracting Authority.
14. Daily patient's record including Govt. Hospital as well as for patients referred from, outside shall have to be maintained by service provider.
15. The service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the laboratory and pathology facility. The service provider may however refer the test to another center in case of breakdown/shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred center.

16. Conforming to the provision of the consumer protection act shall be the sole and absolute responsibility/ liability of the service provider.
17. The service provider shall be responsible for storage of all reports of all tests done by the service provider for a period of seven years. In case of change of service provider for any reason, the stored data and images must be transferred to the new provider for continuation of storage.
18. The preventive maintenance (PM) and corrective maintenance (CM) of the medical equipment shall be the responsibility of the Service provider.
19. The service provider shall provide the following:
 - 29.1 Soft copy of images and report – one copy each to the patient and facility.
 - 29.2 Hard copy of report – each to patient and the facility, **as per Annexure-14**
 - 29.3 All the reports shall be made available within the stipulated turnaround time at the pathology lab of the facility, so that, the patients can get the test reports from single window. (This includes reports of the tests done within the facility and the tests done by the Service Provider)
20. Preferably reporting of the tests shall be through Mobile app with record keeping capabilities. The report alternatively shall also be sent through SMS / e-mail as early as possible.
21. The patient information and reports shall be tagged to a unique id generated by the service provider.
22. In the event of loss/damage of Government equipments/ Furniture/ Civil work etc, at the premises of the health facility due to negligence/carelessness of Service Provider's Human resource, the Service Provider shall compensate the loss to the facility.
23. Use of the allocated space by the service provider for any other purpose other than the approved scheme shall not be permitted.
24. The bidder has to assess the business volume and viability himself.
25. The Service provider will also comply with confidentiality and privacy laws relevant to patient details.

SCOPE OF WORK

The obligations of the service provider/firm under this service contract shall include following service activities and commitments. The details of various services required at different locations and type of facilities is given in **Annexure-11**.

1. Service provider shall follow Standard Operating Procedures (SOPs) as per NABL norms. Service provider shall follow Standard Operating Procedures (SOPs) as approved by the authority
2. Service provider shall provide different set of tests facility wise listed in **Annexure- 12**. For the services the Service provider has to put in place atleast one pathology lab in each district.
3. The services and facility should be started within 90 days of execution of agreement.
4. Engagement of delivery of services agreed to be provided by the service provider; medical, technical and other personnel for operating and managing of centers where samples shall be sent for analytical purposes. Engagement of Laboratory technician in identified public health facilities, will be ensured by the Service provider.
5. The service provider shall provide facility for blood collection/phlebotomy at all sites including CHCs, Civil Hospitals and District Hospitals by a trained phlebotomist. The service provider shall be responsible for collection, centrifuge and storage of samples in the facility and its safe transport subsequently.
6. The service provider shall provide a list of all pathological laboratory in all the district head quarters along with the equipment used with their serial numbers and locations as the service gets operational.
7. Service provider shall declare list of all the equipment in position and station where they are placed, all Human Resources including Laboratory specialist and Laboratory technicians.
8. The Service provider shall provide logistic systems for sample transfer and reporting of tests. The diagnostic test reports shall be reported by the service provider electronically within the stipulated time frame.
9. The sample collection services shall be made available in -
 - 9.1 District Hospitals- 24*7
 - 9.2 CHCs –during OPD hours and during emergency including Sundays and Holidays - as and when required.
10. All the operational cost related to functioning of equipment, Human Resource and consumables at all laboratories and safe transportation shall be borne by Service Provider.
11. The Service provider shall declare all logistic capability, number of people deployed for logistics, mode of transport, Standard Operating Procedures (SOP's), for sample collection, transport, storage and preservation of the sample from the collection point to the laboratory at the time of signing of agreement.
12. The diagnostic test reports shall be reported by the service provider electronically within the stipulated time frame duly signed in PDF format which can be printed at the facility level.
13. Service provider shall provide a signed report from qualified Pathologists/Bio-chemist/Micro-biologist (as applicable) having an MCI recognized Post Graduated degree.
14. With regards to the doubtful observations, a repeat investigation will be carried out at the cost of the Service provider/agency.

15. The provision of IT peripherals, connectivity for downloading laboratory reports and printing shall remain the responsibility of the Service provider.
16. All critical results shall be reported within 3 hours of collection of sample from the facility using IT support. Critical tests results shall also be communicated to the concerned facility telephonically. Records of actions taken in case of critical results shall be maintained by the provider. These include date, time, and responsible laboratory staff member and examination results. As per turnaround time mentioned in **Annexure 13**.
17. The service provider shall keep a record of Notifiable Infectious Diseases and Communicable diseases the information of the same to be sent to the medical record department within 12 hours of report generation and to keep a record of the same.
18. The Service provider shall manage the following records:
 - (a) Daily patient's record.
 - (b) Report record
 - (c) Critical value Reporting Test record
 - (d) Turnaround time (TAT) record
19. In case of discontinuity of the laboratory and pathology services, it is the liability of service provider to get the tests done, through any other laboratory centre free of cost. If the service provider fails to do this, then the hospital authority can get the tests done at market rate from any other laboratory centers and the total amount paid to the other laboratory centre shall be deducted from the total payable bills raised by the service provider at the end of the month. Service provider shall make alternative arrangements for reporting all of the cases at the approved 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 service provider is not in place, the authority shall deduct cost equivalent to the total number of tests multiply by volume of test prescribed in the 15 days period starting from 8.00 Am on the day of commencement of shut down.
20. 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.
21. **Compliances and Statutory Requirements.**
 - 21.1 The Service Provider shall at all times comply with applicable laws and regulations pertaining to the providing specific laboratory & pathology services in the area where the services are being provided.
 - 21.2 The service provider shall comply with all provisions of Minimum wages Act and other applicable labor laws.
 - 21.3 The service provider shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the service provider for providing the services, biomedical waste management, bio-safety, occupational and environmental safety and any medico-legal issues.
 - 21.4 Legal liability to the extent of reporting of test for each reported case extends to the service provider solely.
22. The service provider shall be liable for the penalty from the Contracting Authority for not confirming to the obligations and services as per provisions of the Agreement.
23. The service provider shall be responsible for procuring all the necessary tools, spare parts, manpower, vehicles and other services required for the satisfactory completion of the contract. The service provider shall be responsible for the safety and occupational health of its staff involved with performance of various duties towards the fulfillment of this contract.

24. User Training

- (a) Necessary Trainings shall be provided to the staff deployed by service provider to carry out the services required under the contract.
- (b) The service provider shall arrange for periodic user trainings of operation of all equipment at least once a year, irrespective of the equipment being within/outside the warranty period.

25. Management Information Systems

The service provider shall be permitted to use any management information system of its own choice. However the service provider shall provide a set of key performance indicators and interface it with the management information system of the government. Additionally the service provider shall provide user name and password to the state authority to access any required information on the functioning of equipment through the management information system of the service provider in relation to the services rendered.

26. Responsibility of Service Provider:

- 26.1 The Service Provider should renovate the place, procure the required machineries, deploy human resource, in order to make centre functional
- 26.2 The service provider shall arrange for sample collection from patients, collection of batches of all samples atleast once daily from, CHCs/Civil Hospitals and minimum twice daily or as and when required, at DH and will ensure their safe transport, testing, analysis and reporting of results within the time frame attached in **Annexure-12 & 13**.
- 26.3 The service provider shall submit the hard and soft copies of the report to the hospital within the stipulated time mentioned in **Annexure-14**.
- 26.4 The human resources for collection of sample, transportation and reporting shall be sole responsibility of the service provider.
- 26.5 All the terms and conditions and scope of work as per the RFP.

27. Responsibility of Contracting Authority:

- 27.1 Contracting Authority shall provide space in each unit (in all DH's, Civil Hospitals and CHC's,)for the collection and storage of sample.
- 27.2 The contracting authority shall provide the list of tests and test wise Turnaround time for various specified test as per **Annexure-12& 13**.
- 27.3 Contracting Authority shall pay the monthly bills as per the rates quoted by the service provider after receipt of invoice and duly verifying the same as per timeline.
- 27.4 Contracting Authority shall designate a Nodal Officerwho will supervise the specific laboratory and pathology services.
- 27.5 Time frame for reporting of all results shall be as per attached **Annexure 13**. All critical results shall be reported within 3 hours of dispatch of sample from the facility using IT support. Critical tests results shall also be communicated to the concerned for facility telephonically. Records of actions taken in case of critical results shall be maintained by the provider. These include date, time, and responsible laboratory staff member and examination results.

TECHNICAL BID FORM

Date.....

Ref. Your Tender Document No..... dated

To,
.....
.....
.....

- 1. We, the undersigned have examined the above mentioned Tender document. We now offer to provide laboratory and Pathology services as mentioned in Scope of Work at **Annexure-2** and at the rates as mentioned in our financial bid.
- 2. If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
- 3. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
- 4. We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequent extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
- 5. We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
- 6. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
- 7. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of(Name of Bidder)

N.B : The above tender form, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender.

DECLARATION

1. I, son/daughter of Shri....., proprietor/partner/director/authorized signatory of M/s, am, competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage liabilities towards prosecution under appropriate law.

Signature of Authorized Person

(Name, designation and seal)

Date :

Place :

N.B : The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender.

PROFORMA FOR THE PERFORMANCE STATEMENT OF BIDDER

(of three complete years in last three years) (date wise)

Sr. No.	Name and address of Contracting Authority; Name, designation and contact no./e-mail id. Of the officer concerned	Contract details including total Machine/manpower deployed	Value of Contract (Rs.)	Duration of the contract (From to To)	Contracting Authority satisfactory certificate enclosed (Yes/No)
	Additional information, if any				

Signature of Bidder

Name and designation of signatory with seal

Date:

Place:

N.B: The above details, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender.

FINANCIAL BID

For Specific Laboratory and Pathology Services
Unit _____

1. **Name of the Tenderer:.....**
2. **Prices Quoted for pathology services**
The prices shall be inclusive of all taxes.

Prices Quote per investigation..... percentage discount on CGHS rate (NABH) Nagpur 2014	
percentage (%) in numeric	percentage (%) in words

Signature.....

Name.....

PROFORMA OF PERFORMANCE SECURITY

In consideration of Contracting Authority having offered to accept the terms and conditions of the proposed agreement (hereinafter called the “said Agreement”) between DHS Chhattisgarh and M/s..... (Hereinafter called the “said Successful bidder”) for the work of Laboratory and pathological service having agreed to production of an irrevocable bank guarantee (at any nationalised Bank) for Rs..... (Rupees..... Only) as a security / guarantee from the successful bidder for compliance of its obligations in accordance with the terms and conditions in the said agreement.

We..... (Hereafter referred to as the “Bank”) hereby undertake following:

1. We undertake to pay to the Tender Inviting Authority any money so demanded not withstanding any dispute or disputes raised by the successful bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the successful bidder(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said tender, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said tender have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said tender have been fully and properly carried out by the said successful bidder(s), and accordingly discharges this guarantee
3. We further agree with the Client that the Client shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said tender or to extend time of performance by the said successful bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder(s).
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees..... only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

PENALTY CLAUSE

S No	Service	Expected Service levels	Penalty in case of Default
1.	Upkeep time of Reporting	90% per month	Nil
2.		80% to below 90% per month	2% of the monthly bills
3		60% to below 80%	10% of the monthly bill
4		Below 60%	25% of the monthly bill
5		If Upkeep time is consistently below 60 % for three months in a year	The Contract shall be liable for termination.
6	Fails to provide Laboratory and Pathology tests	As defined in Scope of Work	Rs. 100 per test
7	Continuity Of Service	As defined in Annexure-1 Specific terms & conditions, Clause 22	<p>If shut down occurs for more than 24 hours-</p> <ul style="list-style-type: none"> • Alternate arrangements at the approved rates at the cost of Service Provider. • If the services are not provided as per above terms & conditions, the Contracting Authority may avail services from other private center and the cost incurred, shall be recovered from the monthly bills raised by the service provider.
8	Continuity Of Service	As defined in Annexure-1 Specific terms & conditions, Clause 22	<p>If shut down continues more than 7 days beyond the control of Service Provider-</p> <ul style="list-style-type: none"> • The Service Provider shall inform about the same to concerned Contracting Authority immediately in writing and request for extension. The Authority may allow additional time of 7 days , if satisfied. • After 15 days ,if the cost incurred is more than the amount of Performance Security / Bank Guarantee than the contract shall be liable for termination.

FORMAT OF LETTER OF INTENT

(On Office letterhead)

Letter No./ DHS/ Laboratory and pathological service /2016-17 place...../dated.....

To,

.....

Subject: RFP No. for Hiring the agency for Laboratory and pathological service.

Reference: You proposal submitted for the same.

With reference to the above, we are pleased to inform you that you have been selected to provide Laboratory and pathological services.

I am sure by now you have done the Situation analysis of the Health facilities and started the process of identifying the pool of resources to be deployed in designated areas.

This letter of intent is sent to you to award a work order against your proposal, as the RFP evaluating committee found your proposal suitable for pathological services.

Within Fifteen days of this notice, you are required to enter into the agreement with the Contracting Authority to get the work order.

You also need to submit all required documents along with the Performance guarantee.

If any of the items is not provided within Fifteen days of the date of this letter, we may proceed to award the contract to another successful bidder.

If the successful bidder does not accept LoI or after accepting LoI does not enter into the agreement, within specified period the Director Health Services reserves the right to cancel the LoI issued to him and forfeit the EMD.

The Director Health Services may also blacklist the bidder.

Please return a copy of this letter acknowledging receipt as indicated below.

Signature & date
Director Health Services Chhattisgarh

Acknowledgement

We acknowledge the receipt of the letter of Intent No. ----- dated..... on ----- (date). We will do all the required formalities as per RFP within fifteen days and enter into the agreement mentioned in the RFP document

Signed-----

Date-----

On behalf of (name of the authority)

Name of the successful bidder and seal

DOCUMENTS TO BE SUBMITTED WITH RFP

Name of the Bidder (Sole Individual/Consortium):_____

Sn	Check list of document	Yes/ No
1	RFP document cost of Rs. 5000/- in the form of RTGS/ E-transfer Challan/receipt in Cover A	
2	An EMD of Rs. 10,00,000 - E. receipt/ scanned copy of bank slip of EMD (RTGS/ E transfer) from a nationalized bank located in India in Cover A	
3	Local office proof or affidavit for opening an office within 15 days of award of the work Cover B	
4	Certificates – Registrar of firms and societies, ESI & all other essential registrations/ certificates required for providing outsourcing services Cover B	
5	All essential Licenses required for Laboratory and pathological services services i.e. BMW authorization Licence etc Cover B	
6	Declaration about not blacklisted or no police case for corrupt practices Cover B	
7	Audited financial statement& Income Tax returns of three financial years Cover B	
8	Scanned copy of PAN card Cover B	
9	Relevant experience certificates Cover B	
10	Annual turnover statement for last 3 years exclusively for Laboratory and pathological services certified by Chartered Accountant Cover B	
11	Letter of satisfactory completion of work order from different customer /organizations as per proforma Cover B	
12	Documents as per Annexure 3, 4& 5 Cover B	
	Any other documents as may be necessary but not included in the list in Cover B i) ii) iii)	

This checklist is just for the convenience of the bidder. Bidders must go in detail to verify whether everything is covered or not.

LIST OF UNIT WHERE LABORATORY AND PATHOLOGY SERVICES TO BE PROVIDED

Tentative List of facilities

- i. There will be 27 units, one in every district.
- ii. Each unit will comprise of District Hospital, Civil Hospital and Community Health Centre for the district with respect to providing pathology services.

Name of facilities	Numbers
District hospitals	26*
Civil Hospitals	19*
Community Health Centers	169*

Note :-

1. * The details of location of district hospital, Community Health Centers and Civil Hospitals are available with the Chief Medical & Health Officer of the con
2. All the Bidders are advised to visit the operational locations (Respective District Hospital/Community Health centre/Civil Hospital) before filling the tender document

**A) LIST OF TESTS FOR COMMUNITY HEALTH CENTRES
AND CIVIL HOSPITAL**

S. N	Name of Test	
	Clinical Pathology	
1.	Total Red Blood Cell Count	
2.	Platelet count by cell counter	
3.	Packed cell volume (PCV)	
	Biochemistry	
1	Blood Urea	
2	S. Creatinine	
3	S. Bilirubin (T)	
4	S. Bilirubin (D)	
5	SGOT	
6	SGPT	
7	S. Alkaline Phosphates	
8	S. Total Protein	
9	S. Albumin	
10	S. Total Cholesterol	
11	S. Triglyceride	
12	S. VLDL	
13	S. HDL	
14	S. Amylase	
15	S. Electrolytes	
16	Troponin I/Troponin T	
17	Electrophoresis	
	Serology	
1	RPR Rapid Test	
3	Dengue (Rapid test)	
4	Malaria (Rapid test)	
5	HBsAg (Rapid) test	
6	Hepatitis C	
	Urine	
	Urine Complete by strip method (Bile Salts, Bile Pigment, Ketone bodies & Occult blood, sugar, albumin, Ph, specific gravity) or Leucocyte Esterase method	

B)LIST OF TESTS FOR DISTRICT HOSPITAL

S. No.	Name of Test
Clinical Pathology	
1.	Platelet count by cell counter
2.	Packed cell volume (PCV)
3.	Coomb's test-Direct
4.	Coomb's test-Indirect
5.	Prothrombin time test INR
6.	Cell Count and Bio-chemistry (CSF, Pleural and Ascitic fluid)
Bio Chemistry	
7.	Blood Urea
8.	S. Creatinine
9.	S. Bilirubin (T)
10.	S. Bilirubin (D)
11.	SGOT
12.	SGPT
13.	S. Alkaline Phosphatase
14.	S. Total Protein
15.	S. Albumin
16.	S. Calcium/Potassium/Sodium
17.	Troponin I/Troponin T
30.	S. LDH
18.	S. Amylase
19.	S. Uric Acid
20.	S. Total Cholesterol
21.	S. Triglyceride
22.	S. VLDL
23.	S. HDL
24.	TSH
25.	T3
26.	T4
27.	D3
28.	Vitamin - B12
29.	Homocystine
30.	S.Electrolytes
31.	Electrophoresis
32.	Glycosylated Haemoglobin

B) TURN AROUND TIME FOR DISTRICT HOSPITAL

	Serology
35	RPR Rapid Test
37	Dengue (Rapid) Test
38	Rheumatoid Factor (RA)
39	Anti Streptolysin – O (ASLO)
40	HBsAg (Rapid) test
41	Hepatitis C
	Microbiology
42	Blood Culture (Bactec)
43	Urine Culture
	Histopathology-
44	FNAC
45	Biopsy
46	Cytology

**A) TURN AROUND TIME FOR COMMUNITY HEALTH
CENTRES AND CIVIL HOSPITAL**

S. N	Name of Test	Reporting Time Frame	Rate per test
Clinical Pathology			
1.	Total Red Blood Cell Count	Up to 8 hours	
2.	Platelet count by cell counter	Within 3 hours	
3.	Packed cell volume (PCV)	Up to 8 hours	
Biochemistry			
1	Blood Urea	Up to 8 hours	
2	S. Creatinine	Up to 8 hours	
3	S. Bilirubin (T)	Up to 4 hours	
4	S. Bilirubin (D)	Up to 4 hours	
5	SGOT	Up to 8 hours	
6	SGPT	Up to 8 hours	
7	S. Alkaline Phosphates	Up to 8 hours	
8	S. Total Protein	Up to 8 hours	
9	S. Albumin	Up to 8 hours	
10	S. Total Cholesterol	Up to 2 days	
11	S. Triglyceride	Up to 2 days	
12	S. VLDL	Up to 2 days	
13	S. HDL	Up to 2 days	
14	S. Amylase	Up to 8 hours	
15	S. Electrolytes	Up to 8 hours	
16	Troponin I/Troponin T	Within 3 hours	
17	Electrophoresis	Up to 8 hours	
Serology			
1	RPR Rapid Test	Within 3 hours	
3	Dengue (Rapid test)	Within 3 hours	
4	Malaria (Rapid test)	Within 3 hours	
5	HBsAg (Rapid) test	Within 3 hours	
6	Hepatitis C	Up to 8 hours	
Urine			
	Urine Complete by strip method (Bile Salts, Bile Pigment, Ketone bodies & Occult blood, sugar, albumin, Ph, specific gravity) or Leucocyte Esterase method	Up to 8 hours	

B) TURN AROUND TIME FOR DISTRICT HOSPITAL

S. No.	Name of Test	Reporting Time Frame
Clinical Pathology		
1.	Platelet count by cell counter	Within 3 hours
2.	Packed cell volume (PCV)	Up to 8 hours
3.	Coomb's test-Direct	Within 4 hour
4.	Coomb's test-Indirect	Up to 4 hours
5.	Prothrombin time test INR	Up to 4 hours
6.	Cell Count and Bio-chemistry (CSF, Pleural and Ascitic fluid)	Up to 8 hours
Bio Chemistry		
7.	Blood Urea	Up to 8 hours
8.	S. Creatinine	Up to 8 hours
9.	S. Bilirubin (T)	Up to 4 hours
10.	S. Bilirubin (D)	Up to 4 hours
11.	SGOT	Up to 8 hours
12.	SGPT	Up to 8 hours
13.	S. Alkaline Phosphatase	Up to 8 hours
14.	S. Total Protein	Up to 8 hours
15.	S. Albumin	Up to 8 hours
16.	S. Calcium/Potassium/Sodium	Up to 8 hours
17.	Troponin I/Troponin T	Within 3 hours
30.	S. LDH	Within 4 hour
18.	S. Amylase	Up to 8 hours
19.	S. Uric Acid	Up to 2 days
20.	S. Total Cholesterol	Up to 2 days
21.	S. Triglyceride	Up to 2 days
22.	S. VLDL	Up to 2 days
23.	S. HDL	Up to 2 days
24.	TSH	Up to 2 days
25.	T3	Up to 8 hours
26.	T4	Up to 8 hours
27.	D3	Up to 8 hours
28.	Vitamin - B12	Up to 8 hours
29.	Homocystine	Up to 8 hours
30.	S.Electrolytes	Up to 8 hours
31.	Electrophoresis	Up to 8 hours
32.	Glycosylated Haemoglobin	Up to 8 hours

B) TURN AROUND TIME FOR DISTRICT HOSPITAL

S. No.	Name of Test	Reporting Time Frame
Serology		
35	RPR Rapid Test	Within 3 hours
37	Dengue (Rapid) Test	Within 3 hours
38	Rheumatoid Factor (RA)	Up to 2 days
39	Anti Streptolysin – O (ASLO)	Up to 8 hours
40	HBsAg (Rapid) test	Within 3 hours
41	Hepatitis C	Up to 8 hours
Microbiology		
42	Blood Culture (Bactec)	Final report on the 5 th day
43	Urine Culture	Up to 2 days
Histopathology-		
44	FNAC	Up to 3 days
45	Biopsy	Up to 7 days
46	Cytology	Up to 7 days

Reporting Format

CH/CHC/District Hospital.....

Pathology/ Histology/Microbiology Report

Managed & operated by agency.....

Reported by - Dr.....

Name of the Patient..... S/D//W of.....

Age/Sex..... Address.....

Time of collection..... Time of reporting.....

Report-

Name &Signature of the reporting Pathologist

Services of the agency valid from..... to.....

Address of agency

Contact Number

INFORMATION & INSTRUCTIONS
TO THE BIDDERS
FOR
ONLINE ELECTRONIC CHHATTISGARH GOVERNMENT PROCUREMENT
SYSTEM (eGPS)

Special Conditions & instructions for online Electronic Government Procurement System (online e-GPS) as given in the subsequent pages will prevail over the conditions stated in the tender documents in the previous pages, wherever relevant and applicable.

1. Registration of the Bidders on Chhattisgarh Government e-Procurement Portal

<http://eproc.cgstate.gov.in> All the bidders in order to participate in the tenders floated using the Electronic Procurement System are required to be registered on <http://eproc.cgstate.gov.in>.

2. Set-up of Machine: In order to operate on the electronic procurement system, setting of User's machine is required. For which User has to follow Preferred System Setup Guidelines present in "Download" section in Index page.

3. Obtaining a Digital Certificate:

The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online.

These Digital Certificates are issued by an approved certifying authority, authorized by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by Gazette Officer. Only upon the receipt of the required documents, a digital certificate can be issued.

The registered bidders may obtain information and the application formats and documents required for issuance of a Digital Certificate from:

The Service Provider of eGPS of Government of Chhattisgarh:

M-Junction Services

Tel.No. 1800 258 2502 (Toll free)

Email helpdesk.cgeproc@gmail.com

Important Note: Bid for a particular tender may be submitted only using the digital certificate. In case, during the process of a particular tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.); he may not be able to submit the bid online. Hence, the users are advised to back up the certificate and keep the copies at safe places

under proper security to be used in case of emergencies.

In case of online tendering, the digital certificate issued to the authorized user of a firm and used for electronic tendering will be considered equivalent to a no-objection certificate/power of attorney to that user. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian IT Act 2000. Unless the certificate is revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm for Health Department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. It shall be the responsibility of management/partners of the registered firm to inform the Certifying Authority or Sub Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh 'authorization certificate' for the new user. The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

4. Opening of an Electronic Payment account: For Submitting the bids online Bidders are required to make online payment for Bid Submission fee using the electronic payments gateway service as mentioned in the List of online payment modes. The bid submission fee is over and above the Tender Processing fee and EMD to be paid as per **Cover 'A'**, while bid submission online. Arrangements have been made for Bidders to make payments online via Credit Card / Cash Cards /Internet Banking / mobile banking. The List of modes of electronic payments accepted on the electronic Procurement System is available online on the web site. The Interested bidders can view the list of payment modes from website <http://eproc.cgstate.gov.in>.

5. Payment for submission of bids online: The tender documents may be downloaded online directly by eligible Bidders. The Bidders are required to make the payment for bid submission through online payment modes mentioned in Point No. 3 above. The suppliers can submit the bids by making online payment of submission fees using the service of the secure electronic payments gateway, and should print out the system generated receipt for their reference which can be produced whenever required. The secure electronic payments gateway is an online interface between Bidders and credit card/ online payment authorization networks.

Submission of bids, EMD and other documents will be governed by the time schedule given under

“Key Dates” on the online e-Procurement System portal for the particular tender.

[Please refer to the Help Manual for viewing of New Tenders Online on the procurement Portal.]

6. Tender Download: Eligible Bidders can download the Tender Document online.

7. Submission of actual online bids: Suppliers have to submit and sign their encrypted bids (by their user Public-Key) online using their digital certificate within the date and time as stated in the tender schedule (Key Dates). The electronic bids of only the suppliers who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system.

8. Submission of Earnest Money Deposit: The bidder will be required to submit their Tender processing fee and Earnest Money Deposit by way of E-transfer to the Bank Account details as mentioned as mentioned in this tender document. In case the bidder is exempted from submitting EMD, the exemption certificate should be uploaded by the bidder. The Supplier will also upload scanned copy of EMD Transfer receipt along with other details during online bidding under **Cover A** .

PRE-CONTRACT INTEGRITY PACT

- 1.1 This pre-bid contract Agreement (herein after called the integrity Pact) is made on day of the month...../.....20....., between, Director Health Services Chhattisgarh Raipur with the Party, proposes to provide services as per the scope of work in the RFP document (name of the company /Work/Service provider) M/s.....represented by Shri Chief Executive Officer (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permuted assigns) .
- 1.2 WHEREAS the BIDDER is a private Company/Public Company/Government Undertaking/partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is the Department of Health & Family Wel Fare , performing its functions on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1 Enabling the BUYER to obtain the desired Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information through the departmental website and will not provide any such information to any particular BIDDER Which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS. Therefore all the bidders are requested to go through the departmental website. ..
- 3.3 All the officials of the BUYER will report to the DHS Chhattisgarh, any attempted or completed breaches of the above commitments on the part of bidders as well as any substantial suspicion of such a breach.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activity during any stage of its bid or during any pre-contract or Post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation of the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
- 4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or

intends to make to officials of the BUYER or their family members, agents, brokers or any their intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

7. SANCTIONS FOR VIOLATIONS

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) To forfeit fully the Earnest Money Deposit (in pre-contract stage) and/or Security Deposited/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of seven years, which may be further extended at the discretion of the BUYER.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.
The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary

dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE The BIDDER undertakes that it has not provided similar services at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- . 9.1 The BUYER will appoint Independent Monitors (Hereinafter referred to as Monitors/Chief Medical & Health Officer) for this Pact.
- . 9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- . 9.3 The Monitors shall be subjected to instructions by the DHS and perform their functions neutrally.
- . 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- . 9.5 As soon as the Monitor notices, or has reason to believe, a violation this Pact, he will so inform the Authority designated by the BUYER.
- . 9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to the date of signing of agreement. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

14. The parties hereby sign this Integrity Pact
at.....on.....

BUYER

Name of the Officer

Designation

Department of Health & Family Welfare

Witness

1)

.....

BIDDER CHIEF EXECUTIVE OFFICER

Witness

1)

2) 2)