

PRE-BID CLARIFICATION / AMENDMENT IN RESPONSE TO QUERIES RAISED BY THE PROSPECTIVE BIDDERS IN THE PRE-BID MEETING HELD ON 29.11.2022, 3.30 PM AT CONFERENCE HALL OF MISSION DIRECTORATE, NHM FOR REQUEST OF PROPOSAL FOR LABORATORY SERVICES [Bid Reference No. OSH&FWS/2022/FDS-LS/01, Advt. No. 17/22]

Different queries raised by the prospective bidders on the tender terms & condition, scope of work etc. were discussed. In response to the written queries by the prospective bidders, the clarifications / amendments as decided by the committee are mentioned below:

Sl.	Queries raised by the prospective bidders	Clarification /Amendment in response to the queries
1	Eligibility Criteria: In the eligibility criteria, Consortium should be allowed	Amended Consortium of maximum 2 bidders (including the Lead Member) is allowed. Please refer the revised detail eligibility criteria (Section 5) mentioned in the revised RFP document enclosed herewith.
2	Eligibility Criteria & NABL Accreditation: There are more than half a dozen labs having NABL accreditation operating in Bhubaneswar & Cuttack. The empanelled Lab can start operating from day one with their existing facility. Rest 4 hubs can follow within a span of one year. Once all the hubs receive accreditation then the empanelled lab should cover the accreditation cost by charging NABL rate to the authority. Opportunity should be given to the local labs. Existing national level chain labs or migratory labs never tried to upgrade their facility or gone for accreditation. This is evident prior to Covid and during Covid period, whereas local labs supported the cause whole heartedly.	Clarification As mentioned in the RFP, the service provider shall have to establish minimum 5 hubs including their already existing lab (s) if any at different strategic locations of the state. However all the hubs are to be made NABL within a span of 1 year of commencement of service.
3	Operationalization of Spokes: There are around 386 locations (DHH, SDH & CHC). Without active support from health centres, it will be very difficult to manage.	Clarification As mentioned in the RFP, the service provider shall have to establish the hubs which will be outside the health facilities. However the <i>space for spokes</i> at all locations (32 DHHs, 33 SDHs & 321 CHCs) shall be provided by the concerned health authority inside the health premises.
4	Statutory Requirements like CEA, Pollution Control, BMW, Trade License and Fire NOC : We expect the statutory approval within one month (single window service). One time wavier of application fee will lessen the input cost.	Clarification The statutory approval for establishment of the hub within the stipulated time including the payment of application fee shall be the responsibility of the service provider and there is no wavier of application fee.

5	Maintaining the turnaround time for HbA1C is tough	Amended The revised turnaround time is mentioned in the revised RFP document (Annexure-A) enclosed herewith.
6	EQAS for the entire scope of Service: AIIMS-ND, TMH-Mumbai, PGI Chandigarh and CMC - Vellore cover only 20 parameters. Rest need to be procured from third parties. Special parameters PT program is expensive. Allow service provider to go for ILC at 6 months interval for such tests.	Clarification As mentioned in RFP [Section 6 - Clause No. 10(d)], the quality testing reports (Internal Quality Control Report, EQUAS and External NABL report) in every quarter of a year.
7	Real-time mode software driven Dashboard: Tailored made software development takes time. It has to be validated as per need. Operationalization in one month is a big challenge. We suggest the development cost of the software should be reimbursed and the service provider has to handover the software to the authority.	Clarification The service provider shall have to provide the online web based dashboard for operationalization and monitoring of the laboratory service. The development cost if any of the online software shall be the responsibility of the service provider and there shall be no reimbursement of payment in this regard.
8	Test Report Format (TRF) & Bill Statement: No test should be accepted by the service provider without proper TRF being signed by competent doctor / authority. Patient information from demographic data to release of report will be supported by the software. The service provider need not have to justify the bill statement at the time of submission. Every transaction is made transparent & payment should be hale free.	Clarification The details of the payment procedure and the documentation required for the payment, is mentioned in Section-6, Clause No. 6.
9	Tax deduction at source: Medical service industry need not have to pay GST or any other tax. However, clarification required.	Clarification At present, there is no GST for the medical lab service. Therefore only income tax deduction at source shall be done. However there will be no GST deduction at source.
10	Selection Criteria: Credit points should include discount percent, scope of service as per NABL, trained technical staff and consultants working, existing instruments, statutory compliance.	No change in the selection criteria mentioned in Section 3 - Clause No.4.
11	Eligibility Criteria (Turnover): Instead of Annual Average turnover of Rs.5 Crores, pl. allow labs having Rs.3-4 Crores annual average turnover.	Please refer the eligibility criteria (Section 5) mentioned in the revised RFP document enclosed herewith.
12	Eligibility Criteria (Consortium): Pathology Services across the world runs on support of each other as getting all expertise under one roof may not be possible. It is	Amended Please refer the eligibility criteria (Section 5) mentioned in the revised RFP document enclosed herewith.

	always good in this area of health care, expertise multiple labs form a network so that conglomerate can reach to all geographies. As the tender document allows post allotment alliance / partnership, its our request to be allowed beforehand so that all quality parameters & technologies are assured beforehand.	
13	Tender document mentioning details of the machine setup if we are applying for the tender, we can provide instrument setup in existing lab, but we have to provide service in the assured timelines mentioned in the tender document pertaining to the TAT we will require work load to plan such an activity. This necessary to plan best of the technology, also this tender has half section of the particular lab speciality of the Biochemistry needs to cover complete scope to make it viable for providing services.	<p>Clarification</p> <p>The lists of tests to be outsourced (as mentioned in Annexure-A of the RFP) are specialized tests not being done in all hospitals. Hence it not possible to provide an estimated volume of samples / annum and any minimum sample / payment commitment. However, the IPD / OPD data (1 year data from Nov. 2021 - Oct.2022) for the all districts are enclosed at Annexure-I with this pre-bid clarification for reference. Ideally the case load is expected to be 25 % of IPD and 10 % of OPD.</p>
14	As discussed in meeting pertaining to this tender would request you to support us with district wise details of the CHC & above with monthly OPD & IPD number for last one year so as to predict & plan lab infra, logistics, and Manpower , also will help us to give best quote.	<p>Clarification</p> <p>Please refer the clarification mentioned at sl. No.13 above.</p>
15	Since this document mentions turnaround time in hours we may need addition of the transport time	<p>Amended</p> <p>The revised reporting time (turnaround time) taking into account the transportation time for all tests, is mentioned in the revised RFP document (Annexure-A) enclosed herewith.</p> <p>In that case, the turnaround time shall be calculated from the time of sample collection at the respective spokes and the reporting time of the concerned hub.</p>
16	NABH rates to be applicable once particular hub is NABL accredited	<p>Clarification</p> <p>As mentioned in the RFP, the service provider shall have to establish minimum 5 hubs including their already existing lab (s) if any at different strategic locations of the state. However all the hubs are to be made NABL within a span of 1 year of commencement of service. Therefore, the CGHS-2014-Bhubaneswar NABH / NABL rate shall only be applicable after all the hubs are made NABL accredited and incorporation of the same as an amendment to the signed contract.</p>

17	Quality Testing Parameter : Quality Indicators for assuring quality cannot be different than what they are for NABL	No change in the quality testing parameters mentioned in RFP [Section 6 - Clause No. 10(d)].
18	Payment Criteria : We can provide mobile app, access to portal or wherever not possible hard requisition format getting it verified should be a centralised activity, though each district will release payment should released from one location of the controlling office.	No Change in the payment criteria mentioned in Section-6, Clause No. 6.
19	Splitting options should be considered L1-3 hubs & L2-2 hubs (one vender difficult to manage in different location).	No change in the selection criteria mentioned in Section 3 - Clause No.4 stating that a single bidder will be selected for providing services at all districts.
20	Bidder should have 3 years local experience and site verification to establish operational quality.	No change in the eligibility criteria - minimum years of experience mentioned at Section-5, Clause No.4.
21	Bidder should have Clinical chemistry in the scope of NABL accreditation.	No change
22	Payment Terms: Single window payment opted making it convenient for bidder.	No Change in the payment criteria mentioned in Section-6, Clause No. 6.
23	Section 6 [Terms & Condition - Clause 10 (a)] Commencement of Service : For Bhubaneswar hub, commencement of service within 30 days of signing of agreement is ok but for setting up hub at other strategic locations it can be extended to 90 days	Amended Section 6 [Terms & Condition - Clause 10 (a)] is amended as: "Service provider shall commence the proposed service at all hubs within 60 days of signing of the agreement".
24	Penalty for late reporting Section 6 [Terms & Condition - Clause 10 (a)]: It should be reduced to 10-15% instead of 25%	No Change in the criteria of penalty for late reporting mentioned at Section 6 [Terms & Condition - Clause 10 (k)]
25	Few test CGHS price is not available Authority have to declare the price.	Clarification The prices for all tests are available in CGHS-2014 Bhubaneswar. Please refer the revised test list (with sl. No. of CGHS-2014 Bhubaneswar) in the revised tender document enclosed herewith.
26	Few test report which is very difficult to prove as per the Annexure A (HbA1C, CBC).	Amended The revised turnaround time is mentioned in the revised RFP document (Annexure-A) enclosed herewith.
27	Kindly mentions that what will be the minimum percentage of workload of the total OPD/IPD patient count.	Clarification The clarification for the same is mentioned at Sl. No. 13.
28	Kindly share the OPD/IPD patient load of respective DHH/SDH/CHC centres for the last three months.	Clarification The clarification for the same is mentioned at Sl. No. 13.
29	Kindly share the price list of the given list of tests in the tender documents.	Clarification Please find the Non-NABH / Non-NABL Price List (CGHS package rate Bhubaneswar 2014 updated on 20th April 2021) at the following link:

		https://cghs.gov.in/CghsGovIn/faces/ViewPage.xhtml (Go to the tab "Beneficiary Corner", select the option "Empanelled Hospitals, Diagnostics Centres and Rates" (9 th row option). Then select "Bhubaneswar" (5 th row option). Under Bhubaneswar, select the option "CGHS Rates-2014 Bhubaneswar" (1 st row option) to find the CGHS package rate Bhubaneswar 2014 updated on 20 th April 2021.
30	In Section 6 [Clause No. 6 (d)], it is mentioned that the electricity bill of Hub / Spoke Centres will be paid by the Service Provider. But as per section 4 point 1.b, the Hub will not be inside any district Health facility. Kindly specify how it will be calculated and to whom it will be paid.	Clarification As the hubs are to be established by the service provider outside the health institution, the electric expenses is obviously to be paid by them. Similarly the spokes shall have to be established inside the premises of the Govt. health institutions at the space provided by the concerned authority. For the operation of the spoke, the requirement of electricity if any shall be provided by the hospital authority to the spoke room through a sub-meter. The monthly electricity expenses towards same shall have to be paid by the service provider to the concerned authority as per the sub-meter reading based on the unit rate paid by the concerned health institution. Therefore, the discount to be quoted by the bidder in their financial bid shall take into account all such expenses which is also mentioned under 'Notes' of the financial bid Format-F.
31	Will there be any official support provided to get the clearance for pollution control certificate, Trade Licence, Clinical Establishment, Fire Safety Clearance to speed up the process of establishment of the Hub Labs.	Clarification Please refer the clarification mentioned at sl. No.4 above.
32	The service provider need at least 90 days time to commence the proposed service from the day of signing the agreement.	Amended Please refer the amendment mentioned at sl. No.23 above.
33	Will there be any change in the eligibility criteria, as it will affect a lot to prospective single bidders.	Please refer the eligibility criteria (Section 5) mentioned in the revised RFP document enclosed herewith.
34	Eligibility criteria (Sl.no.1): Proprietorship and partnership firms to be included and amendment is requested as: The bidder shall be a sole provider or a group of (Company / Partnership firm / Society / Trust / Proprietorship). The bidder shall be registered legal entity (Company / Partnership firm / Society / Trust).	Amended The bidder shall be a sole provider or consortium (Company / Society / Trust / Partnership firm). The bidder cannot be an individual (sole proprietor) as sole provider or as a consortium member. The bidder should be registered in India with relevant act, such as a Company (Companies Act 2013) / Partnership Firm (Indian Partnership Act 1932 / Limited Liability Partnership Act 2008), Society (Societies Registration Act 1860) or a Trust (Indian Trust Act 1882) and its amendments thereof. No bidder can place more than one bid in any form.

		The above amendment has been incorporated in the eligibility criteria (Section 5) of the revised RFP document enclosed herewith.
35	Consortium should be allowed, subject to a maximum of 3 consortium members.	Amended Please refer the eligibility criteria (Section 5, Sl.no.2) mentioned in the revised RFP document enclosed herewith which allows consortium for a maximum of 2 members including lead member.
36	Eligibility criteria (Sl.no.3) may be amended as: The bidder must have at least one operational NABL accredited laboratory in its own name or in the name of the client of Govt. hospital/Govt. medical college/ private sector of India with fully trained laboratory personnel where reporting happens and provides reports for a minimum of 30,000 tests per annum (Information be provided in Format- T4.	Amended The amendment in eligibility criteria (Section 5 - Clause No.3) regarding the operational NABL accredited laboratory in its own name (with NABL accreditation valid on the date of bid submission) is mentioned in the revised RFP document enclosed herewith. Please refer the detail criteria (Section 5-Clause No.3) of the revised RFP document enclosed herewith. Clarification The bidder must have at least one operational NABL accredited laboratory in its own name (with NABL accreditation valid on the date of bid submission) and not in its client's name.
37	Tenders shall be based on In-house lab strengthening.	No change in the modality of operation and scope of work as mentioned in the revised RFP document enclosed herewith.
38	The pricing must be based on NABH CGHS price list 2014 Bhubaneswar.	Clarification Please refer the clarification mentioned at sl. No.16 above.
39	Only higher percentage discount must not be single criteria for final selection but also implementation plan, physical status of the present lab, infrastructure, and facilities available presently must be considered.	No change in the selection criteria mentioned in the revised tender document (Section 3 - Clause No.4) enclosed herewith.
40	Consortium or JV or Contract based Partnership may be allowed.	Amended Please refer the eligibility criteria (Sl.no.2) mentioned in the revised RFP document enclosed herewith.
41	All partnership includes for the post contract lab partners must be declared beforehand.	Amended As consortium is allowed in the revised RFP, any association with other lab & diagnostics service partners by the bidders have to made beforehand only in the form of a consortium. Accordingly the consortium agreement (as per format at Annexure-C of the revised tender document enclosed herewith) have to furnished in the technical bid and the same modality of operation must be clearly mentioned in their implementation plan (Format –T6)
42	Consortium with combined turnover may be allowed or individual participants with 2Cr. turnover may be allowed.	The eligibility criteria is amended. Please refer the eligibility criteria (Section 5, Sl. no. 2 & 7) mentioned in the revised RFP document enclosed herewith.

43	All bills may be raised and verified at district level from the Director/CDMO but the payment if made centralized will make the process all the more smoother and ease of doing business will be better.	No Change in the payment criteria mentioned in Section-6, Clause No. 6.
44	As per the bid document all bills have to be raised and verified from individual CHCs and SDHs and furthered through the district head or CDMO. Verification could be made upside down: Bill deposit at NHM> Bill sent to individual districts for verification and reversed> payment is made.	No Change in the payment criteria mentioned in Section-6, Clause No. 6.
45	Additional transportation time of 24 hours may be added to the existing TAT and special emphasis on TAT of HbA1c may be given.	Amended The revised turnaround time is mentioned in the revised RFP document (Annexure-A) enclosed herewith.
46	Additional Biochemistry Parameters to be included in the list: Glucose, Cholesterol, Triglycerides, HDL, Total/direct Billirubin, ALT, AST, ALP, Albumin, Urea, Creatinine, Uric Acid, Sodium, Potassium, LDH, Iron, Ferritin, ASO,CRP, RF etc. All these tests are there mentioned in the CGHS price list.	Clarification / Amendment The revised tests list alongwith turnaround time is mentioned at Annexure-A of the revised RFP document enclosed herewith.
47	Additional Hematology Parameters to be included in the list: CBC, Reticulocyte count, PT- INR, aPTT. All these tests are there mentioned in the CGHS price list.	Clarification / Amendment The revised tests list alongwith turnaround time is mentioned at Annexure-A of the revised RFP document enclosed herewith. The CBC
48	Additional Immunoassay Parameters may be added.	No Change
49	Please specify the subtypes of these broad categories of histopathology lab samples (Small, Medium, Large, Radical)	Clarification The category of histopathology lab tests specified in Annexure-A of the revised RFP is based on CGHS 2014 - Bhubaneswar List, where there is no such subtype.
50	Clarity regarding sample guarantee and minimum payment commitment.	Clarification The clarification for the same is mentioned at Sl. No. 13.
51	Section 3 Clause no. 3(d) : EMD Please prefix "Subject to the opportunity of representation to the purchaser..."	Amended The line "subject to the opportunity of representation to the bid inviting authority..." is prefixed in the revised RFP.
52	Section 2 Clause no. 5 : Request to please Amend that, 1. It should be extendable for another 3 years looking to the performance of service provider.	1. Amended : Section 2 Clause no. 5 is amended as : For the purpose of award of contract, the bids shall remain valid for a period of 180 days from the date of bid submission. The contract shall be executed for a period of "5 years" from the date of signing of contract and hence the prices quoted shall remain valid for the duration of the contract. The contract may be extended for another period of 3 years

	<p>2. NABL prices will be applicable as and when service Provider accredited his own lab or services provided from associated NABL lab.</p> <p>3. Rate should be escalated for 10% every year on prevailing rates as per the other state NHM project.</p>	<p>based on satisfactory performance of the service provider.</p> <p>2. Clarification Please refer the clarification mentioned at sl. No.16 above.</p> <p>3. Clarification No price escalation is permissible. The pricing is based on CGHS-2014 Bhubaneswar rate. However, if the CGHS-2014 Bhubaneswar rate is revised during the contract period, then the same shall be effective from the date of revision after incorporation of necessary amendment in the signed contract.</p>
53	<p>Section 3 (Clause no. 4) : Please Amend that,</p> <p>1. NABL prices will be applicable as and when service Provider accredited his own lab or services provided from associated NABL lab.</p> <p>2. Rate should be escalated for 10% every year on prevailing rates as per the other state NHM project.</p>	<p>1. Clarification Please refer the clarification mentioned at sl. No.16 above.</p> <p>2. Clarification Please refer the clarification mentioned at sl. No.52 (Point no.3) above.</p>
54	<p>Section 4 [Clause no. III (2)]: Request to please amend that, the state health authority reserves the right to add/modify the list of tests prescribed. However, that test shall be within the list of tests as per CGHS list.</p>	<p>Amended The Section 4 [Clause no. III (2)] is amended as : Engagement of delivery of services agreed to be provided by the service provider; medical, technical and other personnel for operating and managing of centres where samples shall be sent for analytical purposes; and engagement of laboratory technician in identified public health facilities, will be ensured by the service provider. The state health authority reserves the right to add / modify the list of tests prescribed at various levels of public health facilities for which contract has been signed. However, those tests should be there in the CGHS-2014 Bhubaneswar (updated on 20th April 2021) list or any revision thereof.</p>
55	<p>Section 4 [Clause no.III(5)]: Request to please amend that, the Service provider shall provide a signed / digital signed report from qualified medical professional in accordance with the Ministry of Health and family welfare notification dated February 14, 2022 : Schedule 6 - MD. MSc in Pathology or MSc in Medical Microbiology or MSc in Biochemistry / DNB / Micro Biologist / Bio Chemist / PhD / D.C.P. / Tele-</p>	<p>Amended Section 4 [Clause no.III(5)] is amended as : The Service provider shall provide a signed report from qualified medical professionals with minimum qualification in related speciality (Microbiology / Biochemistry / Pathology etc.) in accordance with the latest notification of Ministry of Health & Family Welfare, Department of Health & Family Welfare, Govt.of India.</p>

	Pathologist from MCI recognized Institution or State Medical Council.	
56	Section 4 [Clause no.III(6)] : Please Amend that, The time frame for reporting of all results from the receipts samples at HUB Lab and as per guidelines mentioned in the "Guidance Document for Implementing Laboratory Services in State for Free Diagnostics Service Initiative, MoH&FW from page no. 229 to 237.	Please refer the amendment mentioned at sl. No.15 & 45 above.
57	Section 4 [Clause no.III(8)] : Please amend that, The information of the same to be sent to the medical record department within 48 hours of electronically report generation and to keep a record of the same (Dashboard).	No Change
58	Section 4 [Clause no. III (11)] & [Section 6 (Clause 6.d)]: Request to please amend that, the State Authority can provide the free electricity and water for collection center. The space for the collection centre (spoke) should separate room of about 200 sq. ft in the premises of the Institute.	No Change All electricity expenses of hub / spoke shall be paid by the service provider. Only the space for spoke shall be provided by the concerned health institution in the premises of the institution.
59	Section 5 (Clause no.7) : Please Amend that, The bidder shall have an annual turnover of Rs. 50.00 Crores of each year from the Pathology Services or more in the last three financial years (2018-19, 2019-20, 2020-21, or 2019-20, 2022-21, 2021-22 if audited).	Please refer the amendment mentioned at the eligibility criteria (Section 5) of the revised tender document enclosed herewith.
60	Section 6 (Clause no. 2, 2 nd para): Request to amend that, Services shall be valid for a period of 5 years from the date of commercial operation of the project and it could be cancelled at any time after providing an opportunity of hearing by the bid inviting authority, in case the Service provider does not follow the rules, regulations and terms and condition of the contract.	Amended Section 6 (Clause no. 2, 2 nd para) is amended as : Services shall be valid for a period of 5 years from the date of signing of contract by the bid inviting authority and it could be cancelled at any time after providing an opportunity of hearing by the bid inviting authority, in case the Service provider does not follow the rules, regulations and terms and condition of the contract. The contract may be extended for another period of 3 years based on satisfactory performance of the service provider.
61	Section 6 [Clause no. Sec 6(a)]: Request to please amend that, Payment shall be made at the District level by the concerned DHHs/Institution (Cap. Hospital/RGH), the processing of which shall be initiated at the DPMU / Cap.	No Change

	Hospital / RGH Level. For SDH/CHC, the bills shall be certified by the MO of the concerned institution and shall be sent electronically to the concerned DHH for payment.	
62	Section 6 (Clause no. 9(b)) : Please amend that,in that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by mutually as the arbitrator.....	No Change
63	Sec 6 (Clause no. 10.a) : Since it involves the setting up laboratory and collection centre, the Commencement of Services should be amended as : The Service provider shall commence the proposed service within the 120 days from the possession of collection room (spoke) site with availability of free electricity and water.	Amended Please refer the amendment mentioned at sl. No.23 above. Clarification Provision of electricity & water shall be provided by the concerned health institution in the space for spoke. However payment of monthly electricity shall have to be made by the service provider based on the sub-meter reading.
64	Section 6 (Clause no. 10.g) : Request to please amend that, State Authority can provide the free electricity and water for collection centre (spoke) should separate room of about 200 sq.ft in the premises of the Institute.	Clarification Provision of space for hub in the premises of the health institute shall be provided by the concerned health authority which is mentioned in the tender document : Section 6 (Clause no. 10.g) Regarding provision of water & electricity, the required clarification is mentioned at sl. No.63 above.
65	Clause no. Sec 6.10.h: Request to please amend that, after completion of the tenure of contract, the service provider will be allowed to vacate the space within a period of 45 days in all the facilities where provider was providing the service.	No Change
66	Section 8 (Annexure A) - Test Sl. no. 6: Request to please amend that, this is to be treated as separate test.	Amended These tests are to be treated as separate tests. This is mentioned in the revised list of tests mentioned in the revised tender document (Annexure-A) enclosed herewith.
67	Section 8 (Annexure A) - Test Sl. no. 14 & 15: Request to please clarify that the Scrap Cytology rate is not available in the CGHS rate list and the rate is to be considered same as PAP Smear.	Clarification As the Scrap Cytology rate is not available in the CGHS rate list, the rate is to be considered same as PAP Smear.
68	Please provide the data district wise (OPD and IPD Volume)	Clarification The clarification for the same is mentioned at Sl. No. 13.
69	Section 8 (Annexure A): Please introduce collection time at CHC, SDH and DH	Amended Please refer the amendment for the same mentioned at Sl. No. 15.

70	Section 8 (Annexure A): As logistic is important role in the project and transportation time is not clear in the RFP, I would like to Request provide one day transportation time with turnaround time.	Amended Please refer the amendment for the same mentioned at Sl. No. 15.
71	Section 5 (Eligibility Criteria): Since consortium is not allowed as mentioned under the eligibility criteria point 2, how can a service provider establish a HUB in association with any existing laboratory in strategic location as mentioned in job description point no. 4 I(b).	Amended Please refer the amended eligibility criteria (Section 5) of the revised tender document enclosed herewith. The job description [Section 4, I (b)] is accordingly amended in the revised tender document enclosed herewith.
72	Section 5 (Eligibility Criteria): The Company Should have minimum 04 NABL labs.	No Change
73	Section 5 (Eligibility Criteria): The Lab should be CGHS Empanelled.	No Change
74	Section 5 (Eligibility Criteria) - Turnover for a consortium: The Average Annual turnover of a consortium should be 15 Crores.	Amended Please refer the amended turnover criteria (Section 5 - Clause No.7) of the revised tender document enclosed herewith.
75	Section 5 (Eligibility Criteria): The Lab should have an experience of working in Government Medical College.	No Change
76	Section 5 (Eligibility Criteria): The Lab should have CMMI certification.	No Change

Extension of Bid Submission & Bid Opening Date:

Last Date & time of Submission of Tender (**Extended to**): **21st December 2022, 3 PM**

Date & Time of Opening of Technical Bid (**Re-fixed to**): **21st December 2022, 4 PM**

N:B: The amendments mentioned above are to be treated as amendments in the term(s) and condition(s) of the above tender reference and also incorporated in the revised tender document.

Annexure-I			
District wise Allopathic OPD/IPD in Public Health Facilities (DHHs, SDHs & CHCs) (Nov' 21- Oct' 22)			
Sl.	District	OPD	IPD
1	Anugul	950227	96993
2	Balangir	1335001	150264
3	Balasore	1975504	216649
4	Bargarh	782624	63143
5	Bhadrak	1058969	149288
6	Boudh	329080	28068
7	Cuttack	2993641	149060
8	Deogarh	206158	18447
9	Dhenkanal	850162	75202
10	Gajapati	350604	40029
11	Ganjam	2812677	214150
12	Jagatsinghapur	770323	70637
13	Jajapur	1173083	109951
14	Jharsuguda	292997	38504
15	Kalahandi	759908	101526
16	Kandhamal	806163	61320
17	Kendrapara	919077	89807
18	Kendujhar	1186572	148461
19	Khordha	3433634	192085
20	Koraput	984922	146700
21	Malkangiri	322465	62572
22	Mayurbhanj	1552906	293544
23	Nabarangpur	434675	81529
24	Nayagarh	863754	61258
25	Nuapada	278011	41542
26	Puri	1413150	125398
27	Rayagada	625215	70888
28	Sambalpur	1305481	133384
29	Sonepur	503129	48097
30	Sundargarh	1411326	140108
Total		3,26,81,438	32,18,604



ODISHA STATE HEALTH & FAMILY WELFARE SOCIETY, ODISHA

MISSION DIRECTORATE, NATIONAL HEALTH MISSION, ODISHA

REQUEST FOR PROPOSAL (REVISED)

NOTICE INVITING TENDER (NIT)

NATIONAL COMPETITIVE BIDDING

FOR

LABORATORY SERVICES

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Section 1

ODISHA STATE HEALTH & FAMILY WELFARE SOCIETY, ODISHA Annex Building of SIH&FW, Nayapalli, Unit-8, Bhubaneswar - 751012

Website: www.nhmodisha.gov.in

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NOTICE INVITING TENDER (NIT)

Bid Reference No. : OSH&FWS/2022/FDS-LS/01

Date: 23.11.2022

1. Odisha State Health & Family Welfare Society (OSH&FWS) invites sealed Tender from eligible service providers for Laboratory Services at various Government health institutions as per job description given in section – IV of this document.
2. This document contains eight sections as follows:
 - I. Section 1 : Notice inviting Tender
 - II. Section 2: Instruction to Bidder
 - III. Section 3: Procedure for evaluations of Bids
 - IV. Section 4: Job description
 - V. Section 5: Eligibility Criteria
 - VI. Section 6: Terms and Conditions
 - VII. Section 7: Formats (T1 – T6 and F)
 - VIII. Section 8: Annexures

3. Schedule of Events

Sl.	Description	Date/Place
1	Date of availability of Bid Document	23.11.2022 to 21.12.2022
2	Website for downloading of Tender Document	www.nhmodisha.gov.in
3	Cost of the Tender Document	Rs. 5,900/-
4	Pre bid Meeting (Date & Time)	29.11.2022, 3.30 PM
5	Venue for Pre-Bid Meeting / Opening of Bid	Mission Directorate, NHM Annex Building of SIH&FW, Nayapalli, Unit-8, Bhubaneswar - 751012, Odisha
6	Closing Date and Time of Receipt of Bid	Extended : 21.12.2022 up to 3 PM (Address same as mentioned above)
7	Time, Date and Venue of Opening of Technical Bid	Re-fixed : 21.12.2022, 4 PM At Mission Directorate, NHM Annex Building of SIH&FW, Nayapalli, Unit-8, Bhubaneswar - 751012, Odisha

4. The tender document may be downloaded from the official website: www.nhmodisha.gov.in. The bidder downloading the tender document from the website will be required to deposit Rs.5,900/- (non-refundable) in the form of Demand Draft drawn in favour of "Mission Director, NHM" payable at Bhubaneswar while submitting the Tender. Tender without the fee of Rs.5,900/- will not be accepted.
5. All prospective bidders are requested to attend the Pre-bid meeting either in person or through their authorized representative. No representative is allowed to represent more than one prospective Bidder. The venue, date and time are indicated in Schedule of Events as in Para 3 above.
6. Bidders shall ensure that their bids complete in all respects, are dropped in the Tender Box located at Mission Directorate, Annex. Building of SIH&FW, Nayapalli, Unit - 8, Bhubaneswar on or before the closing date and time indicated in the Para 3 above. Bids submitted after the prescribed time will be treated as late bid and will not be considered. The bids can also be submitted by Registered Post / Courier. The Bids sent by Registered Post/Courier must reach the above said address on before the closing date & time indicated in Para 3 above, failing which the Bid will be treated as late bid and will not be considered.
7. In the event of any of the above mentioned dates being declared a holiday/closed day for the tender inviting authority, the Bids will be received/opened on the next working day at the same time.
8. The Bid Documents are not transferable.
9. All Bids must be accompanied by **Earnest Money Deposit (EMD)** amount to **Rs 5.00 Lakhs (Rupees Five Lakhs)** only in the form of Demand Draft/Banker's Cheque / Bank Guarantee (As per Format Annexure-B) favouring "Mission Director, NHM" payable at Bhubaneswar. Earnest Money Deposit in any other form will not be accepted. Earnest Money Deposit will not earn any interest. Tenders without EMD shall be rejected.

Mission Director
National Health Mission, Odisha

INSTRUCTIONS TO BIDDER

1. General Instructions

- a. The Bidder should prepare and submit its offer as per instructions given in this section.
- b. The Bids should be complete with all documents duly signed by Authorized personnel. Those submitted by telex, telegram or fax shall not be considered.
- c. The Bids which are for only a portion of the components of the job /service shall not be accepted. (The bids should be for all components of the job /service.)
- d. The prices quoted shall be firm and shall include all taxes and duties. This shall be quoted in the format as per attached **Format - F** only.
- e. The Bids (technical and financial) shall be submitted (with a covering letter as per **Format-T1** before the last date of submission. Late bids shall not be considered.

2. Inspection of Site

The interested bidder may inspect the sites at the respective locations where the services are to be rendered during 10.00 AM to 5.00 PM on all working days till last date of bid submission as given in the Schedule of Events. The tender inviting authority shall not be liable for any expenditure incurred in such inspection for the preparation of the bids.

3. Earnest Money Deposit (EMD)

- b. The bid shall be accompanied by **Earnest Money Deposit (EMD)** of **Rupees Five Lakhs** in the form of Bank Draft / Bankers cheque / **Bank Guarantee** (as per Format Annexure-B) from any National / Schedule Bank in favour of "Mission Director, NHM" payable at Bhubaneswar while submitting the Tender.
- c. No Bidding entity is exempted from deposit of EMD. Bids submitted without EMD shall not be considered.
- d. The EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of the resultant agreement. The EMD of the successful Service provider will be returned without any interest, after receipt of performance security as per the terms of agreement.
- e. EMD of Bidder may be forfeited without prejudice to other rights of the bid inviting authority **subject to the opportunity of representation to the bid inviting authority**, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid or if it comes to notice that the information / documents furnished in its Bid is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful Bidder's EMD will also be forfeited without prejudice to other rights of bid inviting authority **subject to the opportunity of representation to the bid inviting authority**, if it fails to furnish the required performance security within the specified period.

4. Preparation of Bid

The bids shall be made in **two separate sealed envelopes** as follows:

- I. The **first envelope** shall be marked in bold letter as "TECHNICAL BID" which shall be sent with forwarding letter **Format-T1** and shall include the following:

- a. Bid document cost in the shape of Bank draft drawn in favour of "Mission Director, NHM" payable at Bhubaneswar for the amount of non refundable fee, if the Bid documents have been downloaded from web.
- b. Confirmation regarding agreeing to all terms & conditions of the bid including bid & price validity, declaration regarding non-blacklisting / debarment, furnishing of Performance Security in case of award of agreement (Declaration as per Format-T7)
- c. Original Bid document duly stamped and signed by the authorized personnel in each page along with the Forwarding Letter confirming the performing the assignment as per **Format-T1**
- d. Particulars of the Bidder as per **Format-T2**
- e. Copy of the Income Tax Returns acknowledgement for last three financial years.
- f. Copy of the certificate of registration of EPF, ESI and GST with the appropriate authority.
- g. A declaration from the Bidder in the format given in the **Format-T7** to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of a government department under Government of India or Government of any State.

In addition to the above documents

1. The bidder shall have to furnish the annual turnover statement as per proforma given in **Format-T3**
2. The bidder shall provide information regarding their existing laboratory centres as per proforma given in **Format-T4**
3. The bidder shall provide certificate of similar laboratory services provided in private/public sector in last three years and user's certificate regarding satisfactory completion of such job as per proforma given in **Format-T5**
4. Detail Implementation Plan proposed for the project in **Format-T6**

II. The **second envelope** shall contain the financial proposal and shall be marked in bold letters as "**FINANCIAL BID**". Prices shall be inclusive of all taxes & duties and quoted in the proforma enclosed at **Format-F** as per scope of work / service to be rendered.

III. Both the envelopes (Technical Bid & Financial Bid) shall be put in another **outer envelope** and shall be sealed and superscripted with "**Proposal for Laboratory Services**", RFP Reference No. _____ & Due date _____.

5. Bid Validity & Contract Period

For the purpose of award of contract, the bids shall remain valid for a period of 180 days from the date of bid submission. The contract shall be executed for a period of "**5 years**" from the date of signing of contract and hence the prices quoted shall remain valid for the duration of the contract. **The contract may be extended for another period of 3 years based on satisfactory performance of the service provider.**

6. Bid Submission

The **two envelopes** containing **both technical and the financial bid** shall be put in an **Outer envelope**, which shall be sealed and superscripted with "BID Name & Reference No.....due for opening on....."

The offer shall contain no interlineations or overwriting except as necessary to correct errors, in which cases such correction must be initialled by the person or persons signing the Bid. In case of discrepancy in the quoted prices, the price written in words will be taken as valid.

7. Opening of Bids:

The technical bid will be opened at the time & date specified in the schedule. The bidders may attend the bid opening if they so desire.

EVALUATION OF BIDS

1. Scrutiny of Bids

The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions, and whether the bidder is eligible and qualified as per eligibility criteria laid down in the Bid Enquiry Document. The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the bid inviting authority as to whether the Bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. **Financial bids of only those bidders will be considered for opening, who qualifies in their technical bid evaluation.**

2. Infirmary / Non-Conformity:

The purchaser may waive minor infirmity and/or non-conformity in a Bid, provided it does not constitute any material deviation. The decision of the purchaser as to whether the deviation is material or not, shall be final and binding on the bidders.

3. Bid Clarification:

Wherever necessary, the bid inviting authority may, at its discretion, seek clarification from the Bidders seeking response by a specified date. If no response is received by this date, the bid inviting authority shall evaluate the offer as per available information in the bid submitted.

4. Selection Process

A single bidder will be selected for providing services at all districts. The bidders have to quote the % discount figure (*one single flat discount for all tests*) over the **CGHS-2014, Bhubaneswar (Non-NABH) rate** in the format of Price Bid - Format F. The single flat discount figure has to be quoted in **two decimal digits after the decimal point**. The technically qualified bidder with the **highest discount rate offered on the CGHS-2014, Bhubaneswar (Non-NABH) rate (CGHS package rate Bhubaneswar 2014 updated on 20th April 2021)** shall be selected. However, in case the % discount figure quoted (in two decimal digits after the decimal point) by two or more bidders still become same, then the bidder having past experience in management & operation of **more Laboratory Setup** shall be selected.

Note: In case of revision of CGHS-2014, Bhubaneswar (Non-NABH) rate (**CGHS package rate Bhubaneswar 2014 updated on 20th April 2021**) during the contract period, the same shall be made effective from the date of revision and the rates in the contract shall be amended accordingly.

JOB DESCRIPTION

I. Responsibilities of the Service Provider:

- a. To establish & operate the laboratory setup in a **hub & Spoke model** with manpower (**Laboratory Technicians, Pathologists, Microbiologists etc.**) for the laboratory tests mentioned at **Annexure A**.
- b. The selected service provider shall have to establish **minimum 5 or more hubs of its own or in association with the other existing laboratories** in the strategic locations of the State (**not inside the health facility**), so that the spokes can be linked with the concerned hubs in order to complete the reporting of the outsourced tests within the stipulated time. *However, in case the service provider establishes the hub in association with another service provider in the business of lab & diagnostics service, then that association shall have to be made in the form of a consortium (as per consortium criteria mentioned in eligibility criteria) and declared beforehand in the technical bid with submission of a consortium agreement (as per format at Annexure-c) and also mention it clearly in their implementation plan (Format T6). In case the service provider establishes the laboratories by its own (sole bidder) or through consortium and that lab is not NABL accredited, then those laboratories shall have to be made NABL within a period of 1 Year from the date of start of operation.*
- c. The hubs (Laboratory Setup with equipment & manpower) shall have to be established at **strategic locations** of the identified Districts (to be proposed by the bidder in their implementation strategy in **Format-T6**) so that samples collected from all DHHS / SDHS / CHCs [**DHHS (32), SDHS (33), Block CHCs (321)**] shall be **processed** at the Hubs and the reports shall be delivered within the Turnaround time specified against each tests. The spokes (Collection centre) shall have to be established by the service provider inside the health facility with the required manpower and consumables.
- d. The laboratory set up shall be established at the proposed hubs. The test reports generated in the public health facility shall be duly signed by the laboratory specialist provided by the service provider. *The report in such cases shall be sent electronically and shall be received at the facility end subsequently.*
- e. The service provider will ensure the analysis, reporting of results of the laboratory tests within the time frame attached in **Annexure-A**. For high cost-low volume tests as decided by state government including but not limited to those prescribed in the annexure A, the service provider shall continue to provide services as in (b) for the entire duration of the contract.
- f. The name of laboratory tests to be outsourced is mentioned at **Annexure-A**

II. Responsibilities of the District Authority

The room required for setting up the **Spokes (Collection Centres)** at the concerned health facilities (DHHS / SDH / CHCs) for the laboratory tests (as mentioned in Annexure A) shall be provided by the **concerned district authority**. However the Hubs (Testing Laboratories) shall be established by the service provider by their own or in *association with other associated service provider (as per consortium criteria mentioned in eligibility criteria)* at strategic locations of the state outside the health facilities.

III. Scope of the 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** are given in **Annexure-A**

1. Service provider shall follow Standard Operating Procedures (SOPs) as approved by the authority.
2. Engagement of delivery of services agreed to be provided by the service provider; medical, technical and other personnel for operating and managing of centres

where samples shall be sent for analytical purposes; and engagement of laboratory technician in identified public health facilities, will be ensured by the service provider. The state health authority reserves the right to **add/modify** the list of tests prescribed at various levels of public health facilities and to add/reduce the total number of facilities for which contract has been signed. However, those tests should be there in the CGHS-2014 Bhubaneswar (updated on 20th April 2021) list or any revision thereof.

3. All the **operational cost** related to functioning of equipment, Human Resource and consumables at all laboratories when samples shall be sent for analytical purposes, all logistics for transportation of samples from spoke to hubs shall be borne by the Service Provider.
4. The service provider shall also 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. The provision of IT peripherals, connectivity for downloading laboratory reports and printing shall remain the responsibility of the Service provider. 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 laboratory.
5. Service provider shall provide a **signed report from qualified medical professionals with minimum qualification in related speciality** (Microbiology / Biochemistry / Pathology etc.) in accordance with the latest notification of Ministry of Health & Family Welfare, Department of Health & Family Welfare, Govt. of India.
6. Time frame for reporting of all results shall be as per attached **Annexure A**. All critical results shall be reported within 3 hours of dispatch of sample from the facility using IT support. Critical tests results shall 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. IT support systems along with connectivity for transmission of all results to corresponding health facility shall be the responsibility of the service providers.
7. Service provider shall declare list of all the equipments in position and station where they are placed, all Human Resource including Laboratory specialist and Laboratory technicians.
8. The service provider should 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.
9. The Service provider shall manage the following records:
 - a) Daily Patients Register
 - b) Report Register
 - c) Critical value reporting test Register
 - d) Turnaround time (TAT) Register
10. The service provider shall provide **online real-time (web based) software driven dashboard** for monitoring of service delivery with key performance indicators as desired by the procurer. The details of the laboratory tests performed (Patient ID, Type of test, Date, Sample collection time, Test Report Time, Turnaround Time calculated by test report time – sample collection time etc.) in a day / month (Institution / Dist wise) **must be available** in the online software for the purpose of monitoring, reporting and

payment. The **training** on the online dashboard (for monitoring as well as verification of the no. of laboratory tests and it's details) shall be imparted by the Service Provider at the district / institution level.

11. All the modalities (Manpower, Infrastructure, Logistic, Electricity etc.) required for providing Laboratory services will be responsibility of the service provider.

ELIGIBILITY CRITERIA

1. The bidder shall be a sole provider or a consortium (Company/Society/Trust/Partnership Firm). The bidder cannot be an individual (Sole Proprietor) as a sole provider or as a consortium member. The bidder should be registered in India with relevant act, such as a Company (Companies Act 2013) / Partnership Firm (Indian Partnership Act 1932 / Limited Liability Partnership Act 2008), Society (Societies Registration Act 1860) or a Trust (Indian Trust Act 1882) and its amendments thereof. No bidder can place more than one bid in any form.
2. Consortium of maximum 2 bidders (including the Lead member) is allowed. The lead member in the business of Laboratory & Diagnostics Services can form the consortium with another member in the similar business of Laboratory & Diagnostics Service. In case of consortium the lead member should have at least 51% stake of the consortium and have all legal liabilities. In case of consortium, a duly notarized consortium agreement (as per format enclosed at Annexure-C) prepared on a non-judicial stamp paper of Rs.100/-) shall have to be submitted in the technical bid. The Clause nos.1,5,6 shall be applicable to both the members (Lead member as well as consortium member) of the consortium.
3. The bidders must have **at least one operational NABL accredited Laboratory** (with **valid NABL accreditation** as on the date of bid opening) in the name of the bidder (in case of sole provider) or in the name of the lead member (in case of a consortium) in India with fully trained laboratory personnel where reporting happens and provides reports for a minimum of **30,000 tests per annum** (Information to be provided in **Format-T4**)
4. The Bidder (sole bidder or both lead member & consortium member in case of consortium) shall have minimum **three years of experience** (on the date of bid submission) in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per proforma in **Format-T5**. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the bid inviting authority 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)
5. Bidder who has been blacklisted / debarred/ banned by any State Government / Central Govt. Organization / State Medical Corporations will not be eligible to participate in the tender during the blacklisting / debarred period. (Declaration as per **Format-T7**)
6. The bidder who have Poor / Unsatisfactory performance of Services rendered in any projects of the tender inviting authority shall not be eligible to participate in the tender.
7. In case of a sole bidder, the bidder shall have an **average annual turnover of Rupees Five Crores or more** in last three financial years (2018-19, 2019-20, 2020-21 OR 2019-20, 2020-21, 2021-22 if audited). In case of a consortium bid, the consortium shall have an **average annual turnover** (Total annual average turnover of the Lead member and the consortium member) of **Rupees Ten Crores or more** in last three financial years (2018-19, 2019-20, 2020-21 OR 2019-20, 2020-21, 2021-22 if audited). The annual turnover statement must be furnished in the **Format-T3 duly supported by audited accounts statement**.

TERMS AND CONDITIONS

1. Signing of Contract

The bid inviting authority shall issue the Notice for Award of Contract to the successful bidder within the bid validity period and the successful bidder will be required to sign and submit the contract unconditionally within 15 days of receipt of such communication.

2. Modification to Contract

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties.

Services shall be **valid** for a period of **5 years** from the **date of signing of contract** by the bid inviting authority and it could be cancelled at any time after providing an opportunity of hearing by the bid inviting authority, in case the Service provider does not follow the rules, regulations and terms and condition of the contract. **The contract may be extended for another period of 3 years based on satisfactory performance of the service provider.**

3. Performance Security

The successful bidder shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee issued by a Nationalized / Scheduled Bank in favour of Tender Inviting Authority for an amount equal to **Rs.15 Lakhs**. The Bank guarantee shall be as per proforma at **"Annexure E"** and remain valid for a period, which is six months beyond the date of expiry of the contract. This shall be submitted within 15 days of receiving the Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled:

- a. If the successful bidder violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Purchaser and the contract may also be cancelled.
- b. The Purchaser will release the Performance Security without any interest to the firm / contractor on successful completion of contractual obligations.

4. Compliance of Minimum Wages Act and other statutory requirements

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.

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 bid inviting authority / public health facility. The Service provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

5. Income Tax Deduction at Source

Income tax deduction at source shall be made at the prescribed rates from the successful bidder's bills. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

6. Payment and its Periodicity

The payment mechanism shall be **decentralized**. The payment shall be made at **each district headquarter level** by the Chief District Medical Officer / Director of the concerned health institution. The payment will be made on a **monthly** basis through **e-payment** for all invoices raised based on the no. of tests carried out supported by documents. The purchaser shall give standing instructions to the bank for implementation of this requirement. The selected service provider will raise its invoice on completion of services during this period duly accompanied by evidences of services provided. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws. The payment processing mechanism is mentioned below:

- a) Payment shall be made at the District level by the concerned DHHs / Institution (Cap. Hospital / RGH), the processing of which shall be initiated at the DPMU / Cap. Hospital / RGH level. For SDH / CHC, the bills shall be certified by the MO of the concerned institution and shall be sent to the concerned DHH for payment.
- b) The Bills are to be submitted by the Service Provider on a **monthly basis** along with a consolidated monthly reporting statement (generated through the online software showing the name of the Patient, OPD / IPD Regd. no., Unique Identification Number, Sample collection time, Reporting time etc., TAT time etc.) which can be verified by the concerned district authority / Institution through the online dashboard (to be provided by the Service Provider) at the time of payment processing. The monthly reporting statement shall also be supported by the requisition slip signed by the medical officer who prescribed the concerned test. After verification, it shall be certified by the ADMO (Medical) / CDMO (in case of DHH) and MO / Superintendent / Director (in case of CHC / SDH / Institution) for payment.
- c) The monthly bills have to be raised by the service provider within 1st week of every month and the payment should be made within 30 days of receipt of bill by the concerned district authority.
- d) The monthly electricity bill of the hub / spokes collection centre shall be paid by the Service Provider.

7. Damages for Mishap/Injury

The procurer shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the successful bidder while performing duty in the procurer's / consignee's premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ contractor.

8. Termination of Contract

The procurer 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 fulfil any other contractual obligations. In that event, the procurer will have the right to procure the same goods / equipment from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The earnest money and the performance security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the purchaser.

After completion of the tenure of contract, the service provider will be allowed to vacate the space within a period of 15 days, in all the facilities where provider was providing the services.

9. Arbitration

- a. If dispute or difference of any kind shall arise between the procurer and the service provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b. If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the procurer or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the Mission Director, National Health Mission, Odisha as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his /her office or is unable to act for any reason, he / she shall be replaced by another person appointed by the Mission Director, National Health Mission Odisha to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his /her predecessor. The award of the provision that the Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees One Lac (Rs.1,00,000/-)
- c. Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Procurer or the service provider shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- d. Reference to arbitration shall be a condition precedent to any other action at law.
- e. Venue of Arbitration: The venue of arbitration shall be at **Bhubaneswar**.

10. General Terms & Conditions

- a. **Commencement of Service:** The Service provider shall **commence the proposed service** within the **60 days of signing of the agreement**.
- b. The procurer shall finalize the Standard Operating Procedures (SOPs) for each of the services to be followed by the service provider.
- c. With regard to the doubtful observations, a repeat investigation will be carried out at the cost of the procurer.
- d. Annual review of performance and observance of terms & conditions including quality of tests shall be carried out by the procurer. The service provider shall furnish external quality assurance scheme (EQAS) report (from CMC-Vellore / AIIMS etc.) of laboratory equipment used by the service provider for providing the services alongwith Documentation of the same. The service provider shall also have to furnish a define no. of samples per month from each hub in another NABL Accredited Laboratory. All the quality testing parameters as cited above shall be conducted at the cost of service provider. Hence, the service provider shall have to **furnish the following Quality Control (QC) test reports** (of **each hub** established) in **every quarter** of a year:
 - 1) Internal Quality Control report of **each hub**
 - 2) External Quality Assurance Scheme (EQAS) report of **each hub**. For EQAS report, the service provider shall register themselves with CMC Vellore, AIIMS etc. depending upon the type of tests.

- 3) External NABL Lab. Report (of **each hub**): The service provider shall also check a define number of samples per month **in another NABL accredited Laboratory** for external quality assurance programme.
- e. Service Provider shall make alternative arrangements for reporting all of the cases at the approved rates in case there is breakdown of equipment 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 arrangements is not in place, the authority shall deduct cost equivalent to the cost of tests multiplied by volume of tests prescribed in the last 15 days period starting from 8.00 AM on the day of commencement of shut down.
 - f. The service provider **shall provide a list of all laboratory equipment** long with serial numbers and locations.
 - g. Use of the **allocated space** to the service provider **for spokes** for any other purpose other than the approved schemes shall not be permitted.
 - h. After completion of the tenure of contract, the service provider will be allowed to vacate the space within a period of 15 days in all the facilities where provider was providing the services.
 - i. The cost to be paid to service provider shall be **cost/test**.
 - j. The service provider will also comply with confidentiality and privacy laws relevant to patient details.
 - k. **95% of the test** shall be reported within the stipulated time frame, as mentioned in the **Annexure A**. In the event of more than 5% of test not being reported within stipulated time frame, 25% of the payment per test shall be deducted for all tests reported beyond the stipulated time frame every month.
 - l. 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.
 - m. If the hubs to be established by the service provider is / are not NABL accredited, then the selected service provider shall obtain the NABL accreditation of the Hub laboratories within 1 year of starting of operation, in either case the bidder shall have to check a define number of samples per month in another NABL accredited Laboratory for external quality assurance programme.

11. Applicable Law and Jurisdiction of Court

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of contract shall have jurisdiction to decide any dispute arising out of in respect of the contract. It is specifically agreed that no other Court shall have jurisdiction in the matter.

**FORMATS FOR SUBMISSION OF PRPOSAL
(TECHNICAL & FINANCIAL BID)**

CHECK LIST

(To be submitted in *Technical Bid Envelop*)

The documents have to be arranged serially as per the order mentioned in checklist for ease of scrutiny.

Sl. No	Item	Whether included Yes / No	Page No.
1	Format (Check List)		
2	Bid Document Cost of Rs.5,900/- as DD		
3	The Earnest Money Deposit(s) of Rs. 5 Lakhs as DD / Banker's Cheque / BG		
4	Format –T1 (Forwarding Letter for Technical Bid)		
5	Format –T2 (Particulars of the Bidder)		
6	Format –T3 (Annual Turnover Statement)		
7	Copies of the annual audited statement / Annual Report for 2018-19, 2019-20, 2020-21 or 2019-20, 2020-21 & 2021-22 (If audited) (Provisional statement of account shall		
8	Format-T4 (Equipment Infrastructure Details of the existing Laboratory Centres)		
9	Format-T5 (Assignments of similar nature successfully completed during the last three years)		
10	Copies of the Contract / Work Order in support of the information provided in Format-T5		
11	Copies of the User certificate from the organization where similar work had been executed as mentioned in Format-T5		
12	Brief write-up about the firm / company & their implementation strategy for this project as per Format -T6		
13	Leaflets / Technical Brochures / Product Data Sheets of the proposed equipment mentioned in Format-T6		
14	Format –T7 (Declaration Affidavit on Stamp Paper (notarized) of Rs.100/-		
15	In case of Consortium bid, Consortium Agreement (as per format Annexure C) on a stamp paper (notarized) of Rs.100/-		
16	Copies of the Income Tax Return for past three financial years		
17	Copy of the Registration Certificate of the Firm		
18	Copy of the EPF Certificate		
19	Copy of the ESI Certificate		
20	Copy of the GST registration certificate		
21	Copy of PAN		

Forwarding Letter for Technical Bid

(To be submitted in the letterhead of the bidder in the technical bid envelop)

Date:

To

**The Mission Director
National Health Mission (NHM), Odisha**

Sub. : **Tender for Laboratory Services under Tender Reference No.** _____

Sir / Madam,

We are submitting herewith our tender for providing Laboratory Services in a hub & spoke model.

We are enclosing the Bank Draft / Bankers Cheque No....., dated..... (amount.....) towards tender cost / fee and Bank Draft / Bankers Cheque / BG No..... Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn on..... Bank in favour of "Mission Director, NHM" payable at Bhubaneswar.

We agree to accept all the terms and condition stipulated in your tender reference no. cited above. We also agree to submit Performance Security as per Clause No. 3 of Section VI of Tender Enquiry document.

We agree to keep our offer valid for the period stipulated in your tender enquiry.

Enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.

Signature of Authorized signatory

Name & Designation:

Date:

Office Seal

Place:

PARTICULARS OF THE BIDDER

(To be submitted in Technical Bid Envelop)

1. Name of Bidder :
2. Whether Sole bidder or Consortium Bid :
3. In case of Consortium
 - i) Name of Lead Member :
 - ii) Name of the Consortium Member with address :
4. Registered Address :
(Lead Member in case of consortium)
5. Communication Address :
(Lead Member in case of consortium)
6. Phone (Land Line / Mobile)
7. email id :
8. Type of Organization (if sole bidder) - Company / Partnership / Trust / Society :
Type of Organization (If Consortium)
 - a) Lead Member - Company / Partnership / Trust / Society :
 - b) Consortium Member - Company / Partnership / Trust / Society :
9. Pl. mention whether having own clinical diagnostic Laboratories centres :
10. Details of the Operational Clinical Diagnostic Laboratories:

Sl.	Name of the Operational Clinical Laboratory Centres	Location Address	*Whether having valid NABL Accreditation	Total no. of Lab. Personnel

(Additional Sheets to be attached in this format if space is not sufficient)

(*furnish the photocopies of the valid NABL certificate)

11. Number of Service Personnel:

Name	Qualification	Experience (Similar Service)
(Additional Sheets to be attached in this format)		

12. Whether the bidder has NABL/NABH/ISO or any other accreditation?

(If yes, furnish copies of the related documents in technical bid):

13. Registration Nos.

- Registration no. of the firm
- EPF
- ESI
- GST
- PAN No.

(pl. furnish the photocopies of the above documents in the technical bid envelop)

14. Copy of Income Tax Return for past three financial years

15. Bank Details of the Bidder:

The bidder shall have to furnish the Bank Details as mentioned below for return of EMD / Payment for services if any (if selected)	a. Name of the Bank : b. Name of the Account & Full address of the Branch concerned c. Account no. of the bidder : d. IFS Code of the Bank :
--	---

Signature of Authorized Signatory

Name & Designation:

Date:

Seal

Place:

Annual Turn over Statement

(In the letterhead of the Chartered Accountant)

The Annual Turnover for the last 3(three) financial years of M/s_____ are given below and certified that the statement is true and correct.

Sl.No.	Financial Year	Turnover in Crores (Rs.) both in figures & words
1	2018-2019	
2	2019-2020	
3	2020-2021	
4	2021-2022 (if audited)	

Date:

Place:

Signature of Auditor/
Chartered Accountant

(Name in Capital)

Seal

Membership No.:
UDIN No. :

- N.B:** 1) In case of a sole bidder, the annual turnover statement should also be supported by copies of audited annual statement of the last three financial years / Annual Report and the turnover figures mentioned above should be highlighted there.
- 2) In case of consortium bid, the annual turnover statement of both Lead Member and the Consortium Member shall have to be furnished supported by copies of audited annual statement of the last three financial years / Annual Report and the turnover figures mentioned above should be highlighted there

EQUIPMENT INFRASTRUCTURE DETAILS OF THE EXISTING LABORATORY CENTRES

A. Name of Laboratory Centre :

Location :

***Whether NABL (Yes / No) :**

Sl.	Name of Equipment	Qty	Make	Model	Name of Tests performed in the equipment	*No. of Tests Carried out per Annum

B. Name of Laboratory Centre :

Location:

***Whether NABL (Yes / No) :**

Sl.	Name of Equipment	Qty	Make	Model	Name of Tests performed in the equipment	*No. of Tests Carried out per Annum

(Add similar table for each laboratory service centre and add additional sheets if the space provided is not sufficient)

*** Attach photocopies of the NABL accreditation certificate.** Provide details of the test from the billing software from regarding no. of tests carried out in the laboratory centre as mentioned above.

Signature of Authorized Signatory

Name & Designation:

Date:

Seal

Place:

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

(To be submitted in Technical Bid Envelop)

A. Details of No. of Similar assignments Undertaken

Sl. No.	Assignment Contract No & date	*Name of the Organization (Own Lab facility / Govt. Projects in PPP Mode)	Description of work/services provided	Contract Price of assignment	Date of commencement	Date of completion/ Ongoing	** Was the assignment satisfactorily completed

Note: Attach extra sheet for above Performa if required.

* Attach Photocopies of the contract / work order of the assignments mentioned above

** Attach the users' certificates regarding satisfactory completion of assignments as mentioned above

B. Details of Capability in terms of No. of Test Carried out per Annum

Sl.	Assignment Contract No & date	Name of the Organization	Name & Place of the Diagnostic Lab where tests undertaken	*No. of Tests Carried out per Annum

Note: Attach extra sheet for above Performa if required.

* Attach the users' certificates / details of the test from the billing software from the organization regarding no. of tests carried out as mentioned above.

Signature of Authorized Signatory

Name & Designation:

Date:

Seal

Place:

Implementation Strategy Proposal for the Project

(To be submitted in Technical Bid Envelop)

1. Brief write-up about the firm / company
2. **Implementation strategy for this project** (*in case of Sole provider*):
Pl. furnish the detail strategy, so as the details of the proposed **hub laboratories at different strategic locations in the identified district headquarter** (not inside the health facility, based on geographical location of all districts), so that the reporting time (turnaround time) of each test (as per the test list at **Annexure-A**) must be adhered. Pl. note that the service provider shall have to establish spokes (Collection Centres) with manpower at Dist Headquarter Hospitals, Sub-Divisional Hospitals and CHCs of the concerned district. The space for the spokes only shall be provided by the concerned health facility.

(use extra sheets to provide the detail information)
3. **Implementation Strategy for this project** (*in case of consortium bid*):

Pl. furnish the detail consortium strategy, so as the details of the proposed **hub laboratories at different strategic locations in the identified district headquarter** (not inside the health facility, based on geographical location of all districts), so that the reporting time (turnaround time) of each test (as per the test list at **Annexure-A**) must be adhered. Please mention clearly, how the hubs will be established by the consortium members, i.e. with any existing laboratory of the lead member as well as the consortium partner. Pl. note that the service provider shall have to establish spokes (Collection Centres) with manpower at Dist Headquarter Hospitals, Sub-Divisional Hospitals and CHCs of the concerned district. The space for the spokes only shall be provided by the concerned health facility.

(use extra sheets to provide the detail information)
4. Details of the **Lab equipment** for the tests (test wise) **proposed for the Project**
(Attach the brochure of the lab equipments for each test)

Sl.	Name of the Equipment	Make / Model	Name of test to be carried out

(use extra sheets to provide the detail information in the above format)

Signature of Authorized Signatory**Name & Designation:****Date:****Seal****Place:**

DECLARATION BY BIDDER

(To be submitted in Technical Bid Envelop)

[Affidavit before Executive Magistrate / Notary Public in **Rs.100/- stamp paper**]

We agree that we will abide by all the terms & conditions set forth in the tender reference No. **OSH&FWS/2022/FDS-LS/01**. We shall keep our bid and price validity for a period as specified in Clause 5 (Section-2) of the tender reference no. as cited above.

We do hereby declare that our organization has not been de-recognized / blacklisted / debarred by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions.

Signature of the bidder:

Date:

Name & Address of the Firm:

Seal

FINANCIAL BID

(To be submitted in the letterhead of the bidder in the **financial bid envelop**)

1. Name of the Tenderer:
2. Prices Quoted (Cost per Test) : **% of discount** on CGHS 2014 – Bhubaneswar updated on 20th April 2021 (Non NABH Rate)

Name of the Tests	*% of Discount (one flat discount rate only for all tests) over CGHS 2014 – Bhubaneswar updated on 20th April 2021 (Non- NABH) Rate (CGHS Rate is inclusive of all taxes if any)
All tests as mentioned in the Section – 8 (Annexure A)	

*Note: **Only one flat discount rate** for **all tests** over the CGHS 2014 – Bhubaneswar (Non-NABH) **Rate** shall be quoted. The bidders have to quote the **% discount figure** in **two decimal digits after the decimal point** (i.e. 5.00 % or 2.50 % or 0.50 % etc.). The flat discount rate quoted above should include all factors like equipment, HR, supportive infrastructure, all consumables, reagents, controls & calibrators, electricity expenses for hub & spoke, logistics cost for transportation of samples from spokes to hubs, all operational and maintenance cost as mentioned in the scope of work and terms & conditions mentioned in Section 4 & 6 respectively.

Signature of Authorized signatory

Name & Designation:

Date:

Office Seal

Place:

ANNEXURES

Annexure-A**List of Laboratory Tests to be outsourced from different Government Health Institution****A. List of tests to be outsourced in District Headquarter Hospital, SDH & CHCs**

Sl.	Name of Tests	Sl. No. Reference in the CGHS -2014 Bhubaneswar list	Reporting Time Frame (including transportation time)
1	Peripheral Blood Film(PFB Peripheral Blood Smear with CBC) with CBC report	1394	Up to 1 day
2	TSH, T3, T4	1559	Up to 3 days
3	T3	1560	Up to 3 days
4	T4	1561	Up to 3 days
5	TSH	1562	Up to 3 days
6	CSF(Biochemical / Cytological / ADA)	1460	Up to 1 day
7	Pleural Fluid (Biochemical / Cytological / ADA)	1460	Up to 1 day
8	Ascitic Fluid (Biochemical / Cytological / ADA)	1460	Up to 1 day
9	HbA1C	1510	Up to 1 day
10	Histopathology (Biopsy – Paraffin Section)	1436	Up to 8 days
11	Bone Marrow Aspiration (Smear Examination)	1403	Up to 8 days
12	Bone Marrow Aspiration (Smear Examination & Cytochemistry)	1405	Up to 8 days
13	FNAC	1439	Up to 8 days
14	Scrap Cytology	1437	Up to 8 days
15	PAP Smear	1437	Up to 8 days
16	Bacterial Culture and Sensitivity of Urine / other body fluids	1739	Final Report on 3 rd Day
17	Bacterial Culture and Sensitivity of Blood	1739	Final Report on 6 th Day
18	Myco Bacterial Culture and Sensitivity	1740	Final Report on 6 th Day
19	Fungal Culture	1741	Final Report on 6 th Day
20	Thalasemia Studies (Red Cell Indices and Hb HPLC)	1416	Final Report on 4 th Day
21	Test for Sickling / Hb HPLC	1417	Final Report on 3 rd Day

Sl.	Name of Tests	Sl. No. Reference in the CGHS -2014 Bhubaneswar list	Reporting Time Frame (including transportation time)
22	S.Free T3	1821	Up to 3 days
23	S.Free T4	1822	Up to 3 days
24	S.Beta HCG	1542	Up to 3 days
25	S. Alfa Feto Protein	1541	Up to 3 days
27	S. PSA	1539	Up to 3 days
28	S.Vitamin B12	1518	Up to 3 days
29	S. Vitamin D	1552	Up to 3 days
30	S. Thyroid Peroxidase Antibody	1575	Up to 3 days
31	Anti-cyclic citrullinated peptide (Anti-CCP)	1555	Up to 3 days
32	Anti-nuclear antibody (ANA)	1473	Up to 3 days
33	Immuno-histochemistry	1434	Up to 8 days
34	Protein Electrophoresis	1529	Up to 4 days
35	Serum Prolactin	1565	Up to 3 days
36	S.CA-125	1543	Up to 3 days
37	S.CEA	1548	Up to 3 days
38	S Procalcitonin	1792	Up to 3 days
39	CSF Analysis (Glucose, CSF protein, ADA, cell count)	1736	Up to 1 day

B. List of tests to be outsourced from PHC

Sl.	Name of Tests	Sl. No. Reference in the CGHS -2014 Bhubaneswar list	Reporting Time Frame (including transportation time)
1	Quantitative test for G6PD enzyme deficiency	1500	Up to 1 Day
2	Glucose Tolerance test (GTT)	1488	Up to 1 Day
3	S. Bilirubin (T)	1456	Up to 1 Day
4	Serum Creatinine	1447	Up to 1 Day
5	Blood Urea	1446	Up to 1 Day
6	SGPT	1475	Up to 1 Day
7	SGOT	1476	Up to 1 Day

Sl.	Name of Tests	Sl. No. Reference in the CGHS - 2014 Bhubaneswar list	Reporting Time Frame (including transportation time)
8	S. Alkaline Phosphatase	1494	Up to 1 Day
9	S. Total Cholesterol	1514	Up to 2 Days
10	S.Triglycerides		
11	S.HDL		
12	S.LDL		
13	RA Factor (Quantitative)	1453	Up to 3 Days
14	CRP (including newborn) (Quantitative)	1459	Up to 2 Days

Note: The reporting time (Turnaround time) shall be calculated from the **time of sample collection at the respective spokes and the reporting time of the concerned hub.**

C. LOCATION OF FACILITY AND FACILITY WISE DESCRIPTION OF SERVICES REQUIRED

Sl.	District	Facility Type
1	Angul	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
2	Balasore	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
3	Bargarh	DHH (Hub /Spoke) / SDH (Spoke) / CHC (Spoke)
4	Bhadrak	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
5	Bolangir	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
6	Boudh	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
7	Cuttack	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
8	Deogarh	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
9	Dhenkanal	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
10	Gajapati	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
11	Ganjam	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
12	Jagatsinghpur	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
13	Jajpur	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
14	Jharsuguda	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
15	Kalahandi	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
16	Kandhamal	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
17	Kendrapara	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
18	Keonjhar	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
19	Khurda	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
20	Koraput	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
21	Malkangiri	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
22	Mayurbhanj	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
23	Nabarangpur	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
24	Nayagarh	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
25	Nuapada	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
26	Puri	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
27	Rayagada	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
28	Sambalpur	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
29	Sonepur	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
30	Sundergarh	DHH (Hub /Spoke) / SDHs (Spoke) / CHCs (Spoke)
31	RGH, Rourkela	DHH (Hub / Spoke)
32	Capital Hospital, Hospital	DHH (Hub / Spoke)
Total Spokes to be Established: DHHs (32). SDHs (33), Block CHCs (321)		

BANK GUARANTEE FORM FOR EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

To

**The Mission Director,
National Health Mission,
Odisha**

Whereas (insert the name of the bidder) (hereinafter called the "Bidder") has submitted its proposal dated (insert date) for setting up & operate Laboratory Services (hereinafter called the "Proposal") against the RFP (Insert RFP reference number) issued by Mission Director, National Health Mission - Odisha (hereinafter called "Authority").

Know all persons by these presents that we (insert name of the bank) of (insert address of the bank) (Hereinafter called the "Bank") having our registered office at (insert regd. office address of bank) are bound unto <insert the name and address of the procuring authority> (hereinafter called the "Authority") in the sum of (insert guarantee amount) for which payment will and truly to be made to the said Authority, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ____ day of _____, 20 ____.

The conditions of this obligation are:

If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this Bid.

If the Bidder having been notified of the acceptance of his Bid by the Authority during the period of its validity: -

Fails or refuses to furnish the performance security for the due performance of the contract. or

Fails or refuses to accept/execute the contract. or

If it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

This guarantee will remain in force up to _____ [(till the date), 8 months from the date of bid submission] and any demand in respect thereof should reach the Bank not later than the above date.

Our..... branch at..... (Name & Address of thebranch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our branch a written claim or demand and received by us at ourbranch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

Signature of the Authorised Officer of the Bank
Name and Designation of the Officer

Seal, Name & Address of the Bank and the Branch

Format for Consortium Agreement

(On stamp paper of Rs.100/- to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

THIS Consortium Agreement executed on this day of..... by:
M/s. an organization incorporated under the act of and having its registered office at (hereinafter called the "**Lead Member**" which expression shall include its successors); and
M/s. an organization incorporated under the act of and having its registered office at..... (hereinafter called the "**Second Member**" which expression shall include its successors)

The Lead Member, the Second Member shall collectively hereinafter be called as the "Consortium Members" for the purpose of submitting a proposal (hereinafter called as "Proposal") to Odisha State Health & Family Welfare Society (hereinafter called "OSH&FWS") in response to OSH&FWS's Request for Proposal Document (hereinafter called as "RFP" Document) no.....Dated..... to select a bidder for Laboratory Services .

AND WHEREAS this RFP document stipulates that a Consortium of maximum two organizations, meeting the requirements stipulated in the RFP document may submit a proposal signed by Lead Member of the Consortium Members so as to legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations there under to OSH&FWS. A duly signed Consortium Agreement shall be attached to the Proposal.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the above premises all the Parties to this Consortium Agreement do hereby agree as follows:

1. M/s..... shall act as Lead Member for and on behalf of Consortium Members. The said Consortium Members further declare and confirm that we shall jointly and severally be bound and shall be fully responsible unto OSH&FWS for the successful performance of the obligations under the Request for Proposal (RFP) and resulting Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium as Agency.
2. That M/s..... which is the Lead Member of the Consortium shall invest and have at least 51% stake in the Consortium for the contract Period as specified in the RFP document..
3. In case of any breach of the stipulations of the RFP Document by the Lead member, Consortium Members along with the Lead Member do hereby agree to be fully responsible to carry out all the obligations and responsibilities under the RFP and resulting Agreement(s).
4. If OSH&FWS suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection as Agency pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to OSH&FWS on its demand without any demur or contest. It shall not be necessary or obligatory for OSH&FWS to proceed against the Prime Bidder before proceeding against or dealing with the other Member(s).
5. The financial liability of the Consortium Members to the OSH&FWS, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to OSH&FWS.

7. It is expressly agreed by the Members that the sharing of responsibilities and obligations amongst the Members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to the OSH&FWS. It is clearly understood that the Prime Bidder shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its / their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.
8. It is also understood by all Consortium Members that the RFP Document stipulates various obligations as well as terms and conditions related to the Transaction during Proposal stage or thereafter during the subsistence of the RFP documents i.e. the Agreements.
9. This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Bhubaneswar shall have the exclusive jurisdiction in all matters arising there under.
- If an invitation is issued by OSH&FWS for becoming Agency, we the Consortium Members do hereby agree that we shall be jointly and severally responsible for furnishing the Bank Security. It is also hereby agreed that Lead Member shall, on behalf of the Consortium submit the EMD in the form of DD/Banker's Cheque / Bank Guarantee drawn in favour of Mission Director, National Health Mission payable at Bhubaneswar (hereinafter called as "EMD" from a Nationalized/Scheduled Commercial Bank for the value and in the currency as specified by OSH&FWS.
10. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by OSH&FWS. It shall be effective from the date first mentioned above for all purposes and intents.
11. The responsibilities of all the members of the Consortium for this Project would be as stated in the table below:

Member of Consortium	Responsibilities
Lead Member	
Second Member	

IN WITNESS WHEREOF, the Members to the Consortium Agreement have through their authorized representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

1. Common Seal of..... has been affixed in my/our presence pursuant	For and on behalf of Lead Member M/s..... (Signature of authorized representative)
--	---

WITNESS

1.....
(Signature)
Name.....
Designation.....

2.....
(Signature)
Name.....
Designation.....

CONTRACT FORMAT

(to be executed by the selected Service Provider)

The Mission Director
National Health Mission,
Odisha

Contract No. _____

Dated _____

This is in continuation to this office's Notification for Award of contract No Dated.

Name & address of the Service Provider:

Reference: (i) Tender Enquiry Document No Datedand subsequent Amendment No., dated (if any), issued by the Tender Inviting Authority (ii) Service provider's Tender No Datedand subsequent communication(s) No Dated (if any), exchanged between the Service Provider and the procurer in connection with this tender.

THIS AGREEMENT made the Day of 2023 between (name of tender inviting authority) (hereinafter called the Procurer) of one part and (Name of service provider) (Hereinafter called the Service Provider) of the other part:

WHEREAS the Procurer is desirous that certain services should be provided by the Service Provider, viz, (brief description of services) and the Procurer has accepted a tender submitted by the Service Provider for the Services as per the Rate / Test of the list of laboratory tests mentioned in the list enclosed (Hereinafter called the Contract Price),

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents of the above cited tender enquiry document no. shall be deemed to form a part of and be read and constructed as integral part of this Agreement, viz.:
 - (i) Terms and Conditions;
 - (ii) Location and Description of Services ;
 - (iii) Job Description;
 - (iv) Procurer's Notification of Award.
2. In consideration of the payments to be made by the Procurer the Service Provider hereby covenants to provide the services for the specified equipments in conformity in all respects with the provisions of the Contract.
3. The Procurer hereby covenants to pay the Service Provider in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
4. The bank guarantee valid till _____[(till the date), 2 months after expiry of entire Service

Period] for an amount of Rs.15 Lakhs shall be furnished in the prescribed format given in the TE document within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.

5. Payment terms: The payment of services will be made against the bills raised to the Procurer by the Provider on monthly basis after checking of documents duly certified by the designated official. The payment will be made in Indian Rupees.
6. Paying Authority : The payment shall be made by the concerned District Headquarter Hospital.
7. Detail terms & Conditions (to be specified as per the RFP reference no. cited above)

(Signature, name and address of authorized official)

For and on behalf of _____

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the Service Provider)

(Seal of the provider)

Date:

Place :

FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

(to be furnished by the selected Service Provider at the time of signing of contract)

To
The Mission Director
National Health Mission, Odisha

WHEREAS.....(Name and address of the Service Provider)
(Hereinafter called " service provider" has undertaken, in pursuance of contract No..... dated
..... (herein after "the contract") to provide Laboratory Services.

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to _____ months *[(66 months: Contract Period 60 months + 6 months)]* from the date of signing of contract i.e. up to..... (Indicate date)

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

.....
Name and designation of the officer

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