

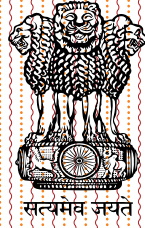


Ministry of Health & Family Welfare
Government of India, New Delhi



National Health Mission Free Diagnostics Service Initiative





NATIONAL HEALTH MISSION: FREE DIAGNOSTICS SERVICE INITIATIVE



Ministry of Health and Family Welfare
Government of India

Ministry of Health and Family Welfare
Government of India, Nirman Bhawan
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राष्ट्रीय स्वास्थ्य मिशन
Jagat Prakash Nadda



Union Minister of Health & Family Welfare
Government of India



Message

The levels of out of pocket expenditure that are incurred by people across the country on health care are a cause of concern. Expenditure of drugs and diagnostics constitutes a substantial proportion of such spending and this is a matter that needs to be addressed immediately. The improved access to public health facilities should not be offset by patients having to access diagnostic tests outside the facility.

2. The Free Diagnostic Initiative is intended to provide a set of essential diagnostics at various levels of care so that providers are able to make rational decisions regarding treatment and patients benefit by getting their tests conducted within the facility free of cost.

3. I am happy to launch the Operational Guidelines for the initiative. Several states are already providing free diagnostics in their facilities, which has constitute to significant in footfalls. These guidelines are intended as a roadmap to assist states to roll out this initiative. I urge states to review and adopt the guidelines as appropriate. However, the fundamental objective is to reduce financial stress, particularly on the poor, and those who use the public health system. The set of diagnostics included in the guidelines are a start and states are encouraged to add to these tests as resources permit.

4. I hope that the states are able to use these comprehensive guidelines effectively in rolling out the free essential diagnostics initiative and make a substantial difference to the costs of health care and improve patient safety and outcomes.

(Jagat Prakash Nadda)



भानु प्रताप शर्मा
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Preface

The successful implementation of NRHM since its launch in 2005 and now NHM is clearly evident by the many fold increase in OPD, IPD and other relevant services being delivered in the Public health institutions. However, the accessibility to quality diagnostics services being delivered still remains an issue. The need is to create sustainable and quality diagnostic service in public health facilities which not only deliver comprehensive care but also improve rationality of care. The offered services should not only be judged by its availability but also from the perspective of timeliness and aid in appropriateness of care. This effective health intervention will reduce both direct costs and out-of-pocket expenditure. States have been implementing various models for outsourcing the diagnostics services. The revised Rogi Kalyan Samiti (RKS) guidelines also provide enabling framework through higher decentralization to operationalize free drugs and diagnostics. However many states lack the technical and managerial capacity to implement such initiatives. This booklet includes not only broad guideline but also model RFPs for engaging service providers. It has been developed to serve as resource for Programme Managers for effective planning and implementing diagnostics service initiative. I am certain that these guidelines and RFPs will prove useful to the States. I would also suggest all the states to operationalize the free diagnostics initiative on priority.


(B.P. Sharma)



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FOREWORD

Substantial investments in the National Health Mission (NHM) have resulted in improvement of access and coverage in public health facilities, thereby mitigating the burden of disease. Expenditure on health however continues to be an area of concern. Several studies have shown that a significant proportion of out-of-pocket expenditure is on account of diagnostics. Diagnostics services are an integral part of the health care system and are needed for informed decision making for care provision.

The NHM is supporting states to provide essential diagnostic services. However in order to streamline the processes and standards related to diagnostics services, the Ministry of Health and Family Welfare has formulated these guidelines. These guidelines provide details for essential diagnostics packages tailored to various levels of care, equipment and model tender documents. The guidelines are intended to provide states with a broad framework on implementing National Free Essential Diagnostics Service initiative so as to ensure the availability of basic diagnostics tests for service users in public health facilities. The guidelines suggest alternative models supported by innovative technologies which states can adopt based on local context.

States should prioritize strengthening in house laboratory services appropriate to the level of care. However until such time as readiness is establishing States should judiciously consider outsourcing some categories of diagnostics. The guidelines also include model tender documents for states to engage with service providers in provision of selected diagnostics services. The guidelines allow for flexibility for states to contextualize these tender documents in accordance with their financial norms.

I hope that the States will find these guidelines useful and are able to expedite the provision of diagnostics services in health care facilities resulting in improved health care and patient outcomes. Needless to say, these are only broad guidelines to assist the states. States may choose any model which they feel would work.


(C.K. Mishra)



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FOREWORD

The National Free Diagnostic Service Initiative has been rolled out as part of National health Mission. This was important to provide comprehensive and quality healthcare free of cost under one roof. Free consultation and free drugs are other important component of comprehensive free care. It is well-known that provisioning of quality diagnostic services (laboratory and radiological services) in public health facilities is critical for ensuring evidence based care and reducing out of pocket expenditure. Needless to say that, dividends of this intervention would be significant including making services at public health facilities more comprehensive, making services accessible not only to poor but to a significant number of middle class population. Bringing down both out of pocket expenses on belated/irrational treatment of diseases / disabilities (many of which become highly debilitating and incurable) and avoidable pressure on health system on account of their management are other obvious benefits.

Several states have attempted several models to ensure the availability of diagnostics in the public health facilities. These range from improving access to diagnostics by contracting out diagnostic tests to linking with laboratories in the private sector. However, many States do not have necessary technical and managerial capacities for an effective and smooth roll out of such initiatives and therefore had sought Govt. of India support in terms of preparation of tender document for provision of various laboratory and radiology tests for entering into various PPP arrangements for services such as specific laboratory services, services of CT scan at District Hospital and services of image transmission and reporting. The Ministry, with active support from NHSRC and experts, including private sector and State Governments representatives, has prepared these guidelines and model tender documents/Request For Proposals (RFPs) to facilitate the provisioning of diagnostics services in public health facilities. This document is illustrative and states may contextualize this to suit their specific needs. The Ministry would be happy to receive feedback and comments from states after usage of this document. States will be supported under the NHM to roll out such an initiative and it is expected that all the States would roll out this initiative positively by next year.

(Manoj Jhalani)

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FREE DIAGNOSTICS SERVICE INITIATIVE

1. Introduction:

- 1.1 Diagnostics are an integral part of the health care system and provide information needed by service providers to make informed decisions about care provision related to prevention, screening, detection, treatment and management. Limited availability and access to quality laboratory and radiology services are among the major challenges contributing to delayed or inappropriate responses to disease control and patient management. This also results in continued reliance on empirical patient care or irrational diagnostic prescription, practices that waste scarce resources.
- 1.2 Out of pocket expenditures on diagnostic tests are high and rising, sometimes even overtaking the costs of medicines. The poor who access public health care facilities have access to limited set of diagnostic services. Other challenges in provision of a set of diagnostics at each facility level include availability of skilled personnel, reagents, consumables and kits.
- 1.3 The ready availability of affordable diagnostic tools enables accurate detection of health risks and disease at an early stage, thereby improving disease management, and also diminishing subsequent health problems and associated costs. Diagnostics therefore play a useful role in influencing the quality of patient care, and health outcomes. Good quality diagnostic tests that are fit for purpose and provide accurate results are therefore of paramount importance in reducing the burden of disease.
- 1.4 A package of essential diagnostics, if available free of cost in public health facilities would not only reduce the burden on the poor and the vulnerable but would also be accessible to sections of the middle class sections that face financial stress on account of expensive health care diagnostics. This would also make the health care in public health facilities comprehensive and thereby attractive to larger segments of population.
- 1.5 Several states have attempted to ensure the availability of diagnostics in the public health facilities. These range from improving access to diagnostics within public health facilities through hiring laboratory technicians and procuring equipment kits, reagents as part of regular supplies, or by outsourcing the function of diagnostics, or by establishing linkages with laboratories in the private sector for providing selected diagnostics, such as radiology. Over the past few years, such efforts have been supported under the National Rural Health Mission (NRHM) and now the National Health Mission (NHM). These operational guidelines lay out the key features of the Initiative suggesting a minimal set of essential diagnostics to be available at different levels of public facilities across the states to reduce variability in coverage and unequal access. The guidelines

also provide broad guidance on features of alternative delivery models through which diagnostics can be made available including financing modalities and monitoring mechanisms. The guidelines also provide a flexible framework, for states to adapt to their context, based on the availability of appropriate skilled staff and epidemiological and disease profile. The guidelines are expected to assist states to roll-out/scale up the initiative to ensure that access to free diagnostics is met in full measure.

2 Objectives of the Free Diagnostics Service Initiative are:

- i) Ensure the availability of a minimum set of diagnostics appropriate to the level of care
- ii) Reduce high out of pocket expenditure incurred by patients for diagnostics
- iii) Enable initiation and continuation of appropriate treatment based on accurate diagnosis.
- iv) Use of appropriate diagnostics to screen patients for a set of chronic conditions so as to enable secondary prevention measures.
- v) Improve overall quality of healthcare and patients experience as a result of availability of comprehensive healthcare in public health facilities.

3. Salient features of the Free Diagnostics Service Initiative

3.1 The salient features of the initiative include:

3.1.1 The Free Diagnostics Service Initiative would be rolled out under the National Health Mission, in order to build on and leverage existing institutional structures that are already in place under the Mission and facilitate immediate roll out.

3.1.2 To begin with, a set of free essential diagnostic services at each facility level has been identified which would be provided free of cost in an assured mode. The tests encompass haematology, serology, bio-chemistry, clinical pathology, microbiology, radiology, and cardiology. However, States are free to add to the list based on epidemiological considerations and available financial resources.

3.1.3 The Initiative aims at the provision of a package of quality essential diagnostic services free of cost in all public health facilities. Such diagnostic tests (specific for each level of health facility) are to be provided through a strengthened public health system that provides comprehensive primary and secondary care diagnostic services to patients, from the sub-center to the level of the district hospitals.

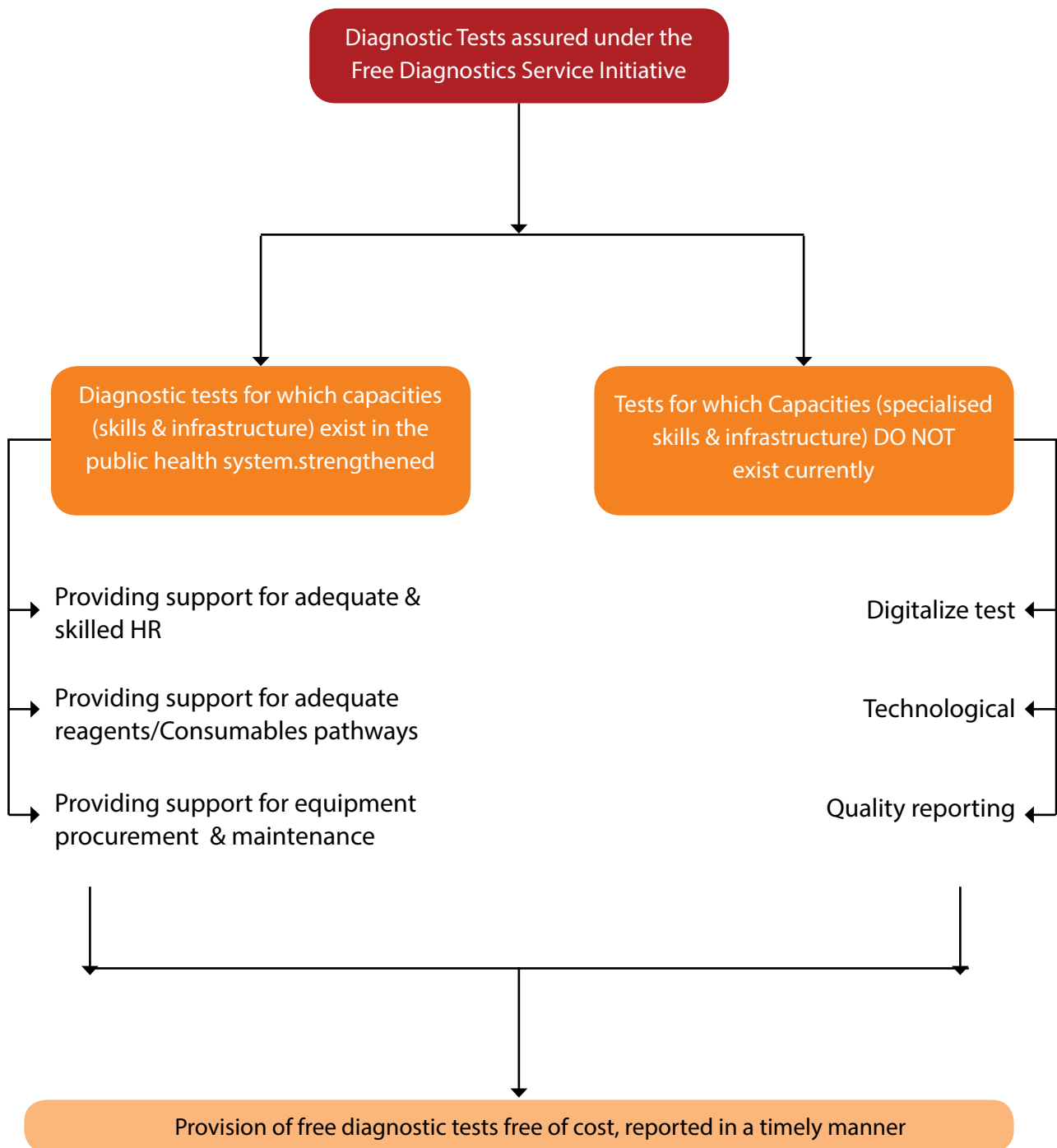
3.1.4 For each level of care- the primary health care centre (inclusive of community outreach) the Mobile Medical Units, the Block PHC or CHC and the District Hospital, a minimum range of diagnostics would be made available.

- 3.1.5 The list of diagnostics is based on a combination of common epidemiological considerations, availability of skilled workforce, and those essential to maximise health outcomes within the available resource envelope. The scheme would be synergized with existing packages to avoid duplication.
- 3.1.6 The technology for diagnostic services is based on emerging diagnostic methods that are innovative, low cost and those for which competencies can be built relatively easily.
- 3.1.7 The quantity of consumables and human resources required would depend on the case load for each test at each facility.
- 3.1.8 High volume and low cost tests not requiring highly skilled manpower should preferably be undertaken within public health facilities. However high cost, technologically demanding and lower frequency diagnostic services could be outsourced as a way of gap filling, with adequate checks and balances as safeguards to prevent abuse.
- 3.1.9 An alternate model for laboratory diagnostics services where the public health facility is unable to manage this, is the Hub and Spoke Model. Under this model, the samples are collected at peripheral facilities/collection centres (including Mobile Medical Units) and safely transported to a central laboratory which will act as the Hub. The Hub can be a District Hospital Lab/Medical College/or a public laboratory set up for the purpose or a Private Laboratory, with results reported to the originating facility on the same day. This will help in maintaining quality as well as management of manpower and logistics in supply of reagents and consumables.
- 3.1.10 If a private laboratory is chosen as a hub, or even for some select tests, appropriate Public Private Partnerships (PPP) would also be established with predetermined and transparent procedures. The templates for a model contract to be used for partnerships with private diagnostic facilities are attached at Appendix I, II and III
- 3.1.11 Human resources required for greater access to diagnostics requires appropriate state level planning – not only to increase the numbers generated from educational institutions, but also in recruitment policies and terms of service. Where contracting-in is a feasible option, the services of specialists, such as radiologists, pathologists, microbiologists etc can be contracted in.
- 3.1.12 Some level of multi skilling of existing staff, (ANM/MPW) especially at the level of the Health and Wellness Centres and Primary Health care centres may be required given that the requisite human resources may not be immediately available across such a large number of facilities at these levels.

- 3.1.13 Quality Assurance for diagnostics would include Standard Operating Procedures for conducting tests and appropriate Bio-Safety procedures, effective monitoring systems, and mechanisms to ensure maintenance of high cost equipment. A system of periodic calibration of all laboratory equipment needs to be ensured. In States, where Biomedical Maintenance programme is operational under PPP/outsourcing mode, responsibility for such calibration services should be the obligation of the maintenance service provider.
- 3.1.14 All laboratories in district hospitals would be encouraged to achieve NABL accreditation. However, laboratories that act as a Hub must necessarily obtain NABL accreditation within 3 years from the date of declaration of such laboratories as a Hub. A system of regular sample cross-checking of diagnostic results with identified reference laboratories such as the All India Institute of Medical Sciences (AIIMS) or Christian Medical College (CMC), Vellore etc. would be established.
- 3.1.15 The measures for promoting rational use of medicines shall also apply to rational use of diagnostics, for preventing mis-use and wastage. The MoHFW will develop Standard Operating Protocols to provide guidance on appropriate diagnostic tools to be used in specific conditions to prevent mis-use and waste. Critical gaps in infrastructure and skills could be met through the following mechanisms :
- a. In all SCs, PHCs, CHCs, SDHs and DHs, the state government should put in place adequate medical equipment infrastructure to perform tests that are of low cost and high volume. However, until such time and in such facilities where the medical equipment, Human Resource or infrastructure for performing prescribed tests does not exist, outsourcing mechanisms could be used. In such cases, the private service provider shall arrange for sample collection of all samples once daily from PHC, CHCs/SDHs and twice daily at DH, ensure safe transport, analysis and timely reporting of results. Outsourcing of testing of samples for high cost low volume tests to private laboratories could be part of this arrangement.
 - b. For radiology investigations, identification of technological pathways and setting up of systems for capturing, transmission and reporting of tests that could be digitized, should be attempted where in house expertise is not available. This would facilitate capturing of images at public facilities and transfer images to specialists in public or private sector for diagnosis through IT based solutions and electronic reporting.
 - c. Where contracting- in of human resources, is a feasible option, services of specialists, such as like radiologists, pathologists, microbiologists etc can be contracted in.

FRAMEWORK FOR FREE DIAGNOSTICS SERVICE INITIATIVE

The following figure is illustrative of segments within Diagnostic Initiative framework:



- 3.2 States would be incentivized for instituting systems for implementation of Free Diagnostic Initiative such as procurement and logistics management systems and conducting utilization reviews. Key indicators would include:
- i. Number of patients that are being provided diagnostic tests.
 - ii. Extent of successful implementation of the scheme which includes availability of reagents, functional medical equipment and skilled human resources
- 3.3 A set of tests to be provided various levels of public health facilities is at Annexure I. States may consider adding or modifying this list to target test volume based on clinical requirements, and pattern of mortality and morbidity in respective states. In addition, a checklist to assess preparedness for rolling out the FreeDiagnostics Service Initiative is at Annexure II.
- 3.4 Specifications for medical equipment required for the diagnostic tests as suggested in the annexure shall be provided to the states for facilitating procurement of new equipment. Financial support shall be provided for undertaking such procurement. States are required to comply with the list of medical equipment as provided in the Indian Public Health Standards (IPHS) for various levels of public health facilities.
- 3.5 Technical support being provided to states towards scheduled calibration of laboratory equipment as part of a comprehensive quality framework for public health facilities shall be continued. Detailed standards and guidance documents have been issued by MoHFW in this respect already.
- 3.6 Maintenance of all clinical laboratory equipment based on guidelines issued by MoHFW for outsourcing of comprehensive biomedical equipment services in all public health facilities up to Primary Health Centers in the respective states shall be supported. Detailed terms of reference and guidelines have been issued by MOHFW in this respect already.
- 3.7 Promoting innovation and adoption of newer technologies especially non-invasive diagnostic techniques in coordination with the Department of Health research shall be encouraged.
- 3.8 States shall put in place effective grievance redressal mechanisms to enforce assurance and IEC/BCC to generate community awareness to ensure that there is no denial of care with respect to the basic package of services in the facilities. The grievance redressal mechanism in both the free diagnostics service and free drugs service initiatives may use common mechanisms that include in the least a call centre with a well-publicised toll free number like 104. Besides this, grievances could be sent through sms, email, web post, post, or social media. Civil society organizations could also play a role in registering grievances and enabling redressal. Grievances can be registered at the facility or at the district level office. Though registration at the facility is preferable, it is not mandatory and a complainant could go directly to the grievance officer. States would be encouraged to partner with credible civil society organizations to undertake the role of grievance redressal cell. All grievances would be recorded and registered and allotted a registration number. Grievance include denial of care that is part of the entitlement or inappropriate care or complaints regarding quality of care. This implies that every facility must prominently display the set of diagnostics being provided. If the grievance is not settled to the satisfaction of the complainant they could appeal to an appellate authority.

4. Financial outlay, Support and Monitoring:

- 4.1 States shall be supported under National Health Mission for:
 - a. Setting up required infrastructure, institutional mechanisms, human resources and equipment etc.
 - b. Multi-skilling of ANM/MPW/Nurses/MO to undertake basic laboratory tests to tide over the initial shortage of certified laboratory technicians.
 - c. Establishing procedures for supply of clinical laboratory reagents at all levels of public health facilities including outsourcing of logistics and supply services for transport of reagents from Government warehouses to all facilities.
 - d. Quality Assurance for laboratories, Safety of Healthcare workers and laboratory facility, calibration of equipment and diagnostic tools, procedures for collating results with reference laboratories in the region and maintenance of medical equipment
- 4.2 States will also be supported to meet operational costs including outsourcing costs. States/RKS should also use the funds that become available from RSBY. Norms for the operational cost for the identified set of tests would be decided based on the experience of its roll -out in different States.
- 4.3 After the support to set up necessary infrastructure and systems in initial years, it is proposed that support to states in future years would depend on extent of utilization and ability to ensure free essential diagnostics.
- 4.4 The initiative would require robust monitoring to ensure rational use. Preventing misuse and wastage shall be an integral part of monitoring mechanisms.
- 4.5 States should devise IT based management information systems to allocate funds to facilities based on utilization.
- 4.6 To assist states in undertaking a seamless provision of the services through various contractual mechanisms, the following model documents are also provided :
 - a) Model Request for Proposal (RFP) document for outsourcing a defined list of high cost, low frequency, diagnostic tests which cannot be provided with existing technical capacities. **(Appendix I)**
 - b) Model RFP document for outsourcing of digitalization of images (X-rays), transmission, and diagnosis and reporting services. **(Appendix II)**
 - c) Model agreement for setting up CT scan facilities at district level under Public Private Partnership model where providers may be encouraged to establish the facilities within or near the district hospital. The contribution towards the fee for service shall be based on a model contractual agreement. **(Appendix –III)**
 - d) Model document for in sourcing of hiring of fixed term contractual staff (laboratory technicians, radiographers). Model RFP document for this activity are included in **Appendix I & II** for laboratory and radiology respectively.

Appendix- I

A) ILLUSTRATIVE LIST OF FREE INVESTIGATIONS (FOR SUB HEALTH CENTRES)

| S. N | Name of Test | Reporting Time Frame |
|---------------------------|---|----------------------|
| Clinical Pathology | | |
| 1 | Hemoglobin Estimation (Hb) | Within 30 minutes |
| 2 | Dengue (Rapid test) | |
| 3 | Malaria (Rapid test) | |
| 4 | Blood Sugar(Glucometer) | |
| 5 | Rapid Diagnostic test for Pregnancy(Urine Pregnancy Test) | |
| 6 | Urine Albumin/Urine Sugar /Leucocyte Esterase | |
| 7 | Visual Inspection Acetic Acid (VIA) | |

B) ILLUSTRATIVE LIST OF FREE INVESTIGATIONS (FOR PRIMARY HEALTH CENTRES)

| S. N | Name of Test | Suggestive Reporting Time Frame | |
|---------------------------|---|---|---|
| Clinical Pathology | | Outsourcing Basis | In house |
| 1 | Hemoglobin Estimation (Hb)# | Up to 4 hours | Up to 2 hours |
| | Total Leukocyte Count (TLC) | Up to 4 hours | Up to 2 hours |
| | Differential Leukocyte Count (DLC) | Up to 4 hours | Up to 2 hours |
| | Platelet count | Up to 4 hours | Up to 2 hours |
| | MP (Slide Method) | Up to 4 hours | Up to 2 hours |
| | ESR | Up to 8 hours | Up to 2 hours |
| | Clotting Time (CT)* | Within 1 hour in emergency | Within 30 mins in emergency |
| | Blood Group (ABO-RH typing) | Up to 4 hours | Up to 30 mins |
| Bio Chemistry | | | |
| | Blood sugar # | Within 15 minutes (if critical) Up to 4 hours in routine | Within 15 minutes (if critical) Up to 2 hours in routine |
| | S. Bilirubin | Up to 4 hours | Up to 2 hours |
| Sero-Microbiology | | | |
| | Rapid Plasma Reagin (RPR) Kit Test | | Within 30 min |
| | HIV Test | Up to 2 days in routine/ ELISA | Within 30 min using RDK in emergency and Up to 2 days in routine/ ELISA |
| | Sputum for AFB** | Up to 2 days | Up to 2 days |
| | Dengue (Rapid test)# | | Within 30 min |
| | Malaria (Rapid test)# | | Within 30 min |
| Urine Analysis | | | |
| | Urine Sugar / Albumin/Leucoyte Esterase# | | Within 30 min |
| | Urine Pregnancy test (UPT)# | | Within 30 min |
| Stool Analysis | | | |
| | Stool for OVA and cyst | Up to 2 days | Up to 1 day |
| | Water Quality Testing-H2S Strip test for Faecal Contamination | | Once a week |

Note : **Sputum for AFB can be done at designated microscopy centres using Hub and Spoke Model

* Clotting Time in those settings where the cases of Snake Bites are extremely common

These 6 investigations are to be done at Sub Centres also.

All tests done using Rapid Diagnostic Kits should be done and reported in-house.

C) ILLUSTRATIVE LIST OF FREE INVESTIGATIONS (FOR COMMUNITY HEALTH CENTRES)

| S. N | Name of Test | Suggestive Reporting Time Frame | |
|---------------------------|--|---|---|
| | | Outsourcing | In house |
| CLINICAL PATHOLOGY | | | |
| 1 | Hemoglobin Estimation (Hb) [®] | Up to 4 hours | Up to 4 hours |
| 2 | Total Leukocyte Count (TLC) [®] | Up to 4 hours | Up to 4 hours |
| 3 | Differential Leukocyte Count [®] (DLC) | Up to 4 hours | Up to 4 hours |
| 4 | MP (Slide Method) [®] | 4 – 6 Hours (slide method) | 4 – 6 Hours (slide method) |
| 5 | ESR [®] | Up to 8 hours | Up to 8 hours |
| 6 | PT INR | Up to 4 hours | Up to 4 hours |
| 7 | CBC | Up to 4 hours | Up to 4 hours |
| 8 | Blood Group (ABO-RH typing) [®] | Up to 4 hours | Up to 4 hours |
| 9 | Total Red Blood Cell Count | Up to 8 hours | Up to 8 hours |
| 10 | Platelet count by cell counter | Within 2 hours | Within 2 hours |
| 11 | Packed cell volume (PCV) | Up to 8 hours | Up to 8 hours |
| BIOCHEMISTRY | | | |
| 12 | Blood sugar [®] | Within 15 minutes (if critical) Up to 4 hours in routine | Within 15 minutes (if critical) Up to 4 hours in routine |
| 13 | Blood Urea | Up to 8 hours | Up to 8 hours |
| 14 | S. Creatinine | Up to 8 hours | Up to 8 hours |
| 15 | S. Bilirubin (T) [®] | Up to 4 hours | Up to 4 hours |
| 16 | S. Bilirubin (D) [®] | Up to 4 hours | Up to 4 hours |
| 17 | SGOT | Up to 8 hours | Up to 8 hours |
| 18 | SGPT | Up to 8 hours | Up to 8 hours |
| 19 | S. Alkaline Phosphates | Up to 8 hours | Up to 8 hours |
| 20 | S. Total Protein | Up to 8 hours | Up to 8 hours |
| 21 | S. Albumin | Up to 8 hours | Up to 8 hours |
| 22 | S. Total Cholesterol | Up to 2 days | Up to 1 days |
| 23 | S. Triglyceride | Up to 2 days | Up to 1 days |
| 24 | S. VLDL | Up to 2 days | Up to 1 days |
| 25 | S. HDL | Up to 2 days | Up to 1 days |
| 26 | S. Amylase | Up to 8 hours | Up to 8 hours |

| S. N | Name of Test | Suggestive Reporting Time Frame | |
|-------------------|---|-----------------------------------|---|
| SEROLOGY | | | |
| 27 | RPR Rapid Test [®] | | Within 30 min |
| 28 | HIV Rapid Test [®] | Up to 2 days in routine/ ELISA | Within 30 min using RDK and Up to 1 days in routine/ ELISA |
| 29 | Dengue (Rapid test) [®] | | Within 30 min |
| 30 | Malaria (Rapid test) [®] | | Within 30 min |
| 31 | Sputum for AFB [®] | Up to 2 days | Up to 1 days |
| URINE | | | |
| 32 | Urine Sugar / Albumin [®] | Up to 8 hours | Up to 8 hours |
| 33 | Urine Pregnancy test (UPT) [®] | Up to 8 hours | Up to 8 hours |
| 34 | Urine Microscopy | Up to 2 days | Up to 1 days |
| 35 | Urine Complete by strip method (Bile Salts, Bile Pigment, Ketone bodies & Occult blood, sugar, albumin, Ph, specific gravity) and Leucocyte Esterase [®] | | Within 30 min |
| STOOL | | | |
| 36 | Stool for OVA and cyst [®] | Up to 2 days | Up to 1 days |
| RADIOLOGY | | | |
| 37 | X-Ray (With/Without Contrast)* | Up to 4 hours | Up to 4 hours |
| 38 | USG** | Up to 4 hours | Up to 4 hours |
| CARDIOLOGY | | | |
| 39 | ECG | In sourcing of technician | Within 15 mins. In emergency |

@ These 15 investigations are to be done at PHC also.

Note: All tests done using Rapid Diagnostic Kits should be done and reported in-house.

D) ILLUSTRATIVE LIST OF FREE INVESTIGATIONS (FOR DISTRICT/SUB DISTRICT)

| S. No. | Name of Test | Suggestive Reporting Time Frame | |
|---------------------------|---|---|---|
| | | Outsourcing | In house |
| CLINICAL PATHOLOGY | | | |
| 1 | Hemoglobin Estimation (Hb) [®] | Up to 4 hours | Up to 4 hours |
| 2 | Total Leukocyte Count (TLC) [®] | Up to 4 hours | Up to 4 hours |
| 3 | Differential Leukocyte Count (DLC) [®] | Up to 4 hours | Up to 4 hours |
| 4 | MP (Slide Method) [®] | 4 – 6 Hours (slide method) | 4 – 6 Hours (slide method) |
| 5 | ESR [®] | Up to 8 hours | Up to 8 hours |
| 6 | PBF | Up to 8 hours | Up to 8 hours |
| 7 | CBC [®] | Up to 8 hours | Up to 8 hours |
| 8 | Blood Group (ABO-RH typing) [®] | Up to 4 hours | Up to 4 hours |
| 9 | Total Eosinophilic Count (TEC) | Up to 8 hours | Up to 8 hours |
| 10 | Total Red Blood Cell Count [®] | Up to 8 hours | Up to 8 hours |
| 11 | Platelet count by cell counter [®] | Within 2 hour | Within 2 hour |
| 12 | Packed cell volume (PCV) [®] | Up to 8 hours | Up to 8 hours |
| 13 | Coomb's test-Direct | Within 4 hour | Within 4 hour |
| 14 | Coomb's test-Indirect | Up to 4 hours | Up to 4 hours |
| 15 | Prothrombin time test INR [®] | Up to 4 hours | Up to 4 hours |
| 16 | Cell Count and Bio-chemistry (CSF, Pleural and Ascitic fluid) | Up to 8 hours | Up to 8 hours |
| 17 | Semen Analysis sperm count (Manual) | Up to 2 days | Up to 1 days |
| BIO CHEMISTRY | | | |
| 18 | Blood sugar [®] | Within 15 minutes (if critical) Up to 4 hours in routine | Within 15 minutes (if critical) Up to 4 hours in routine |
| 19 | Blood Urea [®] | Up to 8 hours | Up to 8 hours |
| 20 | S. Creatinine [®] | Up to 8 hours | Up to 8 hours |
| 21 | S. Bilirubin (T) [®] | Up to 4 hours | Up to 4 hours |
| 22 | S. Bilirubin (D) [®] | Up to 4 hours | Up to 4 hours |
| 23 | SGOT [®] | Up to 8 hours | Up to 8 hours |
| 24 | SGPT [®] | Up to 8 hours | Up to 8 hours |
| 25 | S. Alkaline Phosphates [®] | Up to 8 hours | Up to 8 hours |
| 26 | S. Total Protein [®] | Up to 8 hours | Up to 8 hours |
| 27 | S. Albumin [®] | Up to 8 hours | Up to 8 hours |
| 28 | S. Calcium/Potassium/Sodium | Up to 8 hours | Up to 8 hours |
| 29 | Troponin I/Troponin T | Within 2 hour | Within 2 hour |
| 30 | S. LDH | Within 4 hour | Within 4 hour |
| 31 | S. Amylase [®] | Up to 8 hours | Up to 8 hours |

| S. No. | Name of Test | Suggestive Reporting Time Frame | |
|-----------------------|--|--|--|
| 32 | S. Uric Acid | Up to 2 days | Up to 1 day |
| 33 | S. Total Cholesterol [@] | Up to 2 days | Up to 1 day |
| 34 | S. Triglyceride [@] | Up to 2 days | Up to 1 day |
| 35 | S. VLDL [@] | Up to 2 days | Up to 1 day |
| 36 | S. HDL [@] | Up to 2 days | Up to 1 day |
| 37 | TSH | Up to 2 days | Up to 1 day |
| SEROLOGY | | | |
| 38 | RPR Rapid Test [@] | | Within 30 min |
| 39 | HIV Rapid Test [@] | Up to 2 days in routine/ ELISA | Within 30 min using RDK and Up to 2 days in routine/ELISA |
| 40 | Sputum for AFB [@] | Up to 2 days | Up to 1 day |
| 41 | Dengue (Rapid) Test [@] | | Within 30 min |
| 42 | Malaria (Rapid) Test [@] | | Within 30 min |
| 43 | Rheumatoid Factor (RA) | Up to 2 days | Up to 2 days |
| 44 | Anti Streptolysin – O (ASLO) | Up to 8 hours | Up to 8 hours |
| 45 | HBsAg (Rapid) test | | Within 30 min |
| 46 | S. CRP | Up to 2 days | Up to 1 day |
| MICROBIOLOGY | | | |
| 47 | Blood Culture (Bactec) | Final report on the 5 th day | Final report on the 5 th day |
| 48 | Urine Culture | Up to 2 days | Up to 2 days |
| 49 | Histopathology- Biopsy and / Bone marrow aspiration Exfoliative cytology / cytopathology) | Up to 7 days | Up to 7 days |
| URINE ANALYSIS | | | |
| 50 | Urine Complete | Up to 8 hours | Up to 8 hours |
| 51 | Urine Pregnancy test (UPT) [@] RDK | | 30 min |
| 52 | Urine Microscopy | Up to 2 days | Up to 1 days |
| STOOL ANALYSIS | | | |
| 53 | Stool for OVA and cyst [@] | Up to 2 days | Up to 1 days |
| 54 | Radiology | | |
| 55 | X-Ray ^{*@} (With/Without contrast) | Up to 4 hours | Up to 4 hours |
| 56 | USG ^{*@} | Up to 4 hours | Up to 4 hours |
| CARDIOLOGY | | | |
| 57 | ECG [@] | In sourcing of technician | Within 15 mins during emergency Up to 2 hours in routine |

@ These 34 investigations are to be done CHC also.

Note:

* Tests that is to be done in house

** Tests that could be done using public infrastructure but using private provider for image capturing, remote diagnosis and timely reporting of results using technology pathways

Tests to be outsourced completely

Reticulocyte/Hb Electrophoresis may be done at those settings where abnormalities of Hb and RBC are common (e.g Sickle Cell Endemic areas, Snake bites etc.)

Appendix II-A

**DEPARTMENT OF HEALTH & FAMILY WELFARE
GOVERNMENT OF (Insert name of the State).....**

TENDER ENQUIRY DOCUMENT FOR

**(Specific Laboratory Services under Free
Diagnostic Scheme)**

Contents

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NOTICE INVITING TENDERS (NIT)

<Insert the name of the Procuring Authority (Department/Directorate/Agency/Institution)>

Address:

.....

URL: www

Email:

Telephone Phone:

Tender Enquiry No. PHFW/ / / Dated: / /

NOTICE INVITING TENDERS

1. <insert the designation and office of the tender inviting authority and the department/ agency> invites sealed tenders from eligible service providers for supply of services as given in **Section-IV** of this document for the period from to
2. Schedule of Events

| Sl. No. | Description | Schedule |
|---------|---|----------|
| 1 | Date of sale of Tender Enquiry Documents | |
| 2 | Place of Sale of Tender Enquiry Document | |
| 3 | Cost of the Tender Enquiry Document | |
| 4 | Pre-tender Meeting (Date & Time) | |
| 5 | Pre-Tender Meeting Venue | |
| 6 | Closing Date and Time of Receipt of Tender | |
| 7 | Time, Date and Venue of Opening of Technical Tender/Bid | |
| 8 | Time, Date and Venue of Opening of Financial Tender/Bid | |

3. Interested tenderers may obtain further information about this requirement from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of <insert tender cost in Rs.> per set in the form of account payee Demand Draft, drawn on a scheduled bank in India, in favour of "<insert the designation and office of the tender inviting authority"> payable at <insert the place>.

4. If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the interested tenderers, for which extra expenditure per set will be Rs 100.00 for domestic post. The tenderer is to add the applicable postage cost in non-refundable fee mentioned in Para 3 above. The purchaser will not be responsible for late receipt/ non-receipt of tender document by the vendor.
5. Tenderer may also download the tender enquiry documents (a complete set of document is available on website) from the web site www.....com or www.....nic.in and submit its tender by using the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above. The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.
6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time are indicated in Schedule of Events as in Para 2 above.
7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at (place to be inserted) on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.
8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
9. The Tender Enquiry Documents are not transferable.
10. All Tenders must be accompanied by EMD as mentioned against each item. Tenders without EMD shall be rejected.

(Name & Designation of the Tender Inviting Authority)

INSTRUCTIONS TO BIDDER

1. General Instructions

- a) The bidder should prepare and submit its offer as per instructions given in this section.
- b) The tenders shall be complete with all documents. Those submitted by telex, telegram or fax shall not be considered.
- c) The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /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 **Appendix 'F'** only.
- e) The tenders (technical and financial) shall be submitted (with a covering letter as per **Appendix 'E'**) before the last date of submission. Late tenders / bids shall not be considered.

2. Inspection of Site and Equipment

The interested bidder may inspect the equipment and their 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 sale of tender as given in the tender schedule. The <Insert designation of the tender inviting authority > shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

3. Earnest Money Deposit (EMD)

- a) The tender shall be accompanied by Earnest Money Deposit (EMD) as specified in the Notice Inviting Tender (NIT) in the shape of Bank Draft / Bankers cheque from any Schedule Bank in favour of < Insert designation of the tender inviting authority > payable at <insert place>
- b) It may be noted that no tendering entity is exempt from deposit of EMD. Tenders submitted without EMD shall be rejected.
- c) The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- d) EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period.

4. Preparation of Tender

The bids shall be made in TWO SEPARATE SEALED ENVELOPES as follows:

- I. The **first envelopes** shall be marked in bold letter as “**TECHNOCOMMERCIAL BID**” which shall be sent forwarding letter (“**Appendix-E**”) and shall include the following:
 - 1) Receipt regarding payment of Tender Cost.
 - 2) Bank Draft /Bankers Cheque towards E.M.D. DD/ Banker’s cheque towards the cost of tender document to be attached in case bid document has been downloaded from website.
 - 3) Confirmation regarding furnishing **Performance Security** in case of award of contract.
 - 4) Original tender document duly stamped and signed in each page along with the Forwarding Letter confirming the performing the assignment as per “**Appendix E**”.
 - 5) Particulars of the bidder as per “**Appendix-D**”
 - 6) Copy of the Income Tax Returns acknowledgement for last two financial years.
 - 7) Power of attorney in favour of signatory to tender documents and signatory to Manufacturer’s Authorisation letter.
 - 8) Copy of the certificate of registration of EPF, ESI and Service Tax with the appropriate authority.
 - 9) A declaration from the bidder in the format given in the “**Appendix-H**” to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of a government department, government undertakings, local bodies, authorities.

In addition to the above documents,

- 1) The bidder shall provide an authorization letter as per perform given in “**Appendix -B**”.
 - 2) The bidder shall provide certificate of other similar services provided in private/public sector in last three years and user’s certificate regarding satisfactory completion of such jobs as per proforma given in “**Appendix -C**”.
- 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 “**Appendix F**” as per scope of work / service to be rendered.

5. Tender Validity Period

The tenders shall remain valid for <5 years> for acceptance and the prices quoted shall remain for the duration of the contract. The contract may be extended for another term with mutual consent.

6. Tender Submission

The two envelopes containing both technical and the financial bid shall be put in a bigger envelope, which shall be sealed and superscripted with "TENDER NO <Insert Tender No.> due for opening on<Insert due date for Opening>

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

7. Opening of Tenders:

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.

1. Scrutiny of Tenders

The tenders 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 criteria laid down in the Tender Enquiry Documents. 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 purchaser 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, who qualify technical bid, will be considered.

2. Infirmary / Non-Conformity

The purchaser may waive minor infirmity and/or non-conformity in a tender, 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 purchaser may, at its discretion, seek clarification from the tenderers seeking response by a specified date. If no response is received by this date, the purchaser shall evaluate the offer as per available information.

JOB DESCRIPTION

I. RESPONSIBILITIES OF THE SERVICE PROVIDER:

- a. Providing services of laboratory technicians at PHCs, CHCs, sub district and district hospitals where there is no laboratory technician to perform routine laboratory tests. In case of such provision, the reports generated in the public health facility shall be duly signed by the a laboratory specialist provided by the service provider. The report in such cases shall be sent electronically for signing of the respective laboratory specialist and shall be received at facility end subsequently.
- b. In all PHC's, CHC's, SDH's and DH's, the state government shall put in place adequate medical equipment infrastructure to perform test that are of low cost and high volume. However until such time and for all such facilities where medical equipment infrastructure for performing prescribed tests does not exist, the service provider shall arrange for sample collection from patients, collection of batches of all samples once daily from PHC, CHCs and twice daily at DH and will ensure their safe transport, analysis and reporting of results 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, the service provider shall continue to provide the services as in (b) for the entire duration of the contract.
- c. State authority shall provide an information matrix for facility wise capacity in terms of existing Laboratory Human Resource and Laboratory equipment and services required from private service provider as per **Annexure – A**.

II. 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 is given in **Appendix '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 centers 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/delete/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.
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 shall be borne by 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 the laboratory.

5. Service provider shall provide a signed report from qualified medical professional with minimum P.G Qualification in related specialty.
6. Time frame for reporting of all results shall be as per attached **Annexure - YY**. All critical results shall be reported within 3 hours of dispatch of sample from the facility using IT support. Critical tests results shall also be communicated to the concerned for facility telephonically. Records of actions taken in case of critical results shall be maintained by the provider. These include date, time, and responsible laboratory staff member and examination results. IT support systems along with connectivity for transmission of all results to corresponding health facility shall be the responsibility of the service provider.
7. Service provider shall declare all the empanelled/ contracted/outsourced laboratories where the test would be done
8. Service provider shall declare list of all the equipments in position and station where they are placed, all Human Resources including Laboratory specialist and Laboratory technicians.
9. 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.
10. 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

ELIGIBILITY CRITERIA

1. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies (maximum 3) coming together as Consortium to implement the Project. The principal partner should have at least 51% stake of the consortium and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/country. A bidder cannot bid as a sole provider as well as a partner in a consortium. No bidder can place more than one bid in any form. In support of this, the bidder's letter shall be submitted as per proforma in **Appendix 'B'**.
2. The Bidder shall have at least three years experience in carrying out similar type of assignment / services in public or private 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 **Appendix 'C'**. 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 Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
3. The Bidder shall have at least five Laboratory Service Centres (with fully trained service personnel) and provides laboratory reports for a minimum of 30,000 tests per annum in one of more States of India.
4. The Bidders are not presently blacklisted by the Purchaser or by any State Govt. or its organizations by Govt. of India or its organizations.
5. The bidders shall have a minimum turnover of Rs.....per annum in last three financial years

1. Signing of Contract

The purchaser 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 approval by the Authority and it could be cancelled at any time after providing an opportunity of hearing by the Service provider, in case the Service provider does not follow the rules, regulations and terms and condition of the contract

3. Performance Security

- a) The successful bidder shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee issued by a Nationalised Bank in favour of Tender Inviting Authority for an amount equal to 5% of the total contract value. The Bank guarantee shall be as per proforma at "**Appendix G**" and remain valid for a period, which is three months beyond the date of expiry of the contract. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.
- b) If the firm / contractor violate 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.
- c) 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 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 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. Periodicity of Payment

The payment will be made on weekly basis not extending beyond 12 noon of the last bank working day of the week. The purchaser shall give standing instructions to the bank for implementation of this requirement. The bidder 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.

8. Damages for Mishap/Injury

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

9. Termination of Contract:

The purchase may terminate the contract, if the successful tenderer withdraws its tender after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual obligations. In that event, the purchaser will have the right to purchase 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 tender, 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.

10. Arbitration

- a) If dispute or difference of any kind shall arise between the purchaser and the firm/ contractor 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 purchaser or the firm/contractor 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 <insert tender issuing authority> as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any

reason, he / she shall be replaced by another person appointed by <insert tender issuing authority> to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his 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 Purchaser or the firm / contractor 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 the place from where the contract has been issued.

11. General Terms and Conditions:

- a. Service provider shall commence the proposed services within the 30 days of signing the agreement.
- b. The Authority 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 authority.
- d. Yearly review of performance and observance of terms & conditions including quality of tests shall be carried out by the Authority. The service provider shall furnish a third party report of calibration of laboratory equipment used by the provider for providing the services, yearly to the authority. Documentation of the same should be done. A third party audit by an NABL Accredited laboratory shall be conducted at the cost of service provider every quarter. The Service provider shall also check a define number of samples per month in another NABL Accredited Laboratory for external quality assurance programme. In case the results of external quality assurance is not acceptable the amount equal to three times multiplied by total number of tests for that matter shall be forfeited.
- e. Service provider shall make alternative arrangements for reporting all of the cases at the approved rates in case there is breakdown which extends for more than 72 hours (3 days) of the sample collection. If the breakdown in the services extends beyond 15 days the contract may be cancelled. Between 3 days and 15 days if arrangement with alternate service provider is not in place. The authority shall deduct cost equivalent to the total number of tests multiply by volume of test prescribed in the 15 days period starting from 8. 00 Am on the day of commencement of shut down.
- f. The service provider shall provide a list of all laboratory equipment used along with serial numbers and locations.
- g. Use of the allocated space by the service provider for any other purpose other than the approved scheme shall not be permitted.

- h. After completion of the tenure of tender, 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 reimbursed to Service Provider shall be cost/reported test. For every 50% increase in total test the cost/reported test shall decrease by 3%.
- 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 – I. In the event of more than 5% of test not being reported within stipulated time frame, no cost shall be paid for all tests reported beyond the stipulated time frame in the given 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. The service provider will be penalized in cases of increased TAT and if the delay is one hour then 25% of the payment per test shall be deducted.
- n. It is anticipated that at least 40% of the laboratory samples shall have at least one abnormal test result out of the various tests done on the samples. In event of more than 60% samples in a month giving normal results for all the tests prescribed, for all tests on additional samples beyond 60%, the cost/reported test paid shall be 0.25% of the cost per reported test agreed upon. The service provider shall furnish data on the percentage of sample received from across all facilities of the public health authority, for which all tests prescribed were in normal range.
- o. NABL Accreditation is not an essential but desirable criterion. In case of a non NABL Service Provider being selected for the purpose of this contract, the bidder shall obtain NABL accreditation within 3 years of signing of the contract. In either case the bidder shall have third party performance annual audit done by a NABL Accredited laboratory.

12. 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.

<Insert name and address of the tender inviting authority>

Appendix-A

LOCATION OF FACILITY AND FACILITY WISE DESCRIPTION OF SERVICES REQUIRED

| S. No. | List of Facilities | Facility Type PHC/CHC/ SDH/DH | Existing Human Resource (Laboratory Technician) | Existing Laboratory equipment | Description of Services Required at the corresponding facility | |
|--------|--------------------|-------------------------------------|--|-------------------------------|--|----------------------|
| | | | | | Laboratory Technician | Complete Outsourcing |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |

**BIDDER'S AUTHORISATION LETTER
(To be submitted by authorized agent)**

To

<Name, Address and Designation of the Tender Inviting Authority>

Ref. Your TE document No.-----, dated-----

Dear Sirs,

We,----- are the suppliers of-----
----- (name of services(s) and hereby conform that;

1. Messrs ----- (name and address of the agent) is our authorized agents for -----
2. Messrs ----- (name and address of the agent) have fully trained and experienced service personnel to provide the said services.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & Address of the Manufacturers]

Note:

1. **This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a top executive of the manufacturing firm.**
2. **Original letter shall be attached to the tender.**

Appendix-C

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

1. Attach users' certificates (in original) regarding satisfactory completion of assignments.

Note: Attach extra sheet for above Performa if required.

Signature.....

Name

| Sr.No | Assignment contract No &date | Description of work/ services provided | Contract price of assignment | Date of commencement | Date of completion | Was assignment satisfactorily completed | Address of organization with Phone No. where assignment done |
|-------|------------------------------|--|------------------------------|----------------------|--------------------|---|--|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | | | | | | | |
| 9 | | | | | | | |
| 10 | | | | | | | |

PARTICULARS OF THE BIDDER'S COMPANY

(To be submitted by all tenderers / bidders)

1. Name :
2. Type of Organisation
: Prop./Partnership/Company/Consortium/Trust/ Not for Profit Organization
3. Address of Service centres in the region:
 - (a) Total No. of services personnel at the existing centres:
 - (b) Total No. of locations where organization currently has centres:
4. Number of service personnel:

| Name | Qualification | Experience (Similar Service) |
|------|---------------|--------------------------------|
| | | |
| | | |
| | | (use extra sheet if necessary) |

5. Whether the bidder has NABL/NABH/ISO or any other accreditation?
(If yes/ whether documents attached with techno commercial bid).
6. Registration. Nos.
 - (a) EPF
 - (b) ESI
 - (c) Sales Tax
 - (d) VAT
 - (e) Service Tax
 - (f) PAN No.
 - (g) Audited Accounts Statement for past three financial years
 - (h) Copy of Income Tax Return for past three financial years
 - (i) Experience certificate of Bidder
7. Brief write-up about the firm / company. (use extra sheet if necessary)

Signature of Bidders

Date:

Name

Place:

Office Seal

Appendix - E

Forwarding Letter for Technical Bid

(To be submitted by all tenderers / bidders in their letterhead)

To

<Name, Designation and Address of Tender Inviting Authority>

Sub: Tender for Annual / Comprehensive Maintenance of items under Tender No....

Sir,

We are submitting, herewith our tender for providing annual maintenance services / comprehensive maintenance services for

We are enclosing Receipt No..... or Bank Draft/Bankers Cheque No....., Dated.....(amount.....)towards tender cost/fee (if documents have been downloaded from website) and Bank Draft / Bankers Cheque No..... Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn on..... Bank in favour of <Tender Inviting Authority>.

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

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

Enclosures:

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

Signature of the Tenderer.....

Seal of the Tenderer.....

FINANCIAL BID

(To be submitted by all tenderers / bidders in their letterhead)

1. Name of the Tenderer:.....

2. Prices Quoted :-

| Sl. No | Name of Services (Cost/per reported test; No of laboratory technicians deployed) | Quantity / Slab/pack of tests | Cost per unit (in Rs.) | Taxes / Duties, % and Amount (in Rs.) | | | Total Price (in Rs.) |
|--------|--|-------------------------------|------------------------|---------------------------------------|---|-----|----------------------|
| | | | | Tax | % | Amt | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

(in words.....)

The prices shall be firm and inclusive of all taxes and duties presently in force.

Signature.....

Name.....

Appendix - G

PROFORMA FOR BANK GUARANTEE

To

< Name, Designation and Office Address of Tender Inviting Authority >

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

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

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

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

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

.....

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

.....

Name and designation of the officer

.....

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

DECLARATION BY BIDDER

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

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

Signature of the bidder:

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.50.00 stamp paper.

CONTRACT FORMAT

CONTRACT FORM FOR SELECTIVE LABORATORY SERVICES

.....

.....

(Address of the Tender Inviting Authority/Office issuing the contract)

CMContractNo. _____ **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 Dated and subsequent Amendment No, dated (if any), issued by the Tender Inviting Authority (ii) Service provider's Tender No Dated and subsequent communication(s) No

Dated (if any), exchanged between the supplier and the purchaser in connection with this tender.

THIS AGREEMENT made the Day of 2011 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 for the sum of (Contract price in words and figures) (Hereinafter called the Contract Price),

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:
 - (i) Terms and Conditions;
 - (ii) Location and Description of Equipment;
 - (iii) Job Description;
 - (iv) Manufacturer's Authorisation Form (if applicable to this tender);
 - (v) Purchaser's Notification of Award.

2. In consideration of the payments to be made by the Procurer the Service Provider hereby covenants to provide the Comprehensive Maintenance 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 _____ [(fill the date) 2 months after expiry of entire SERVICE period] for an amount of Rs. _____ [(fill amount) equivalent to 10% (minimum) of the cost of the contract value] shall be furnished in the prescribed format given in the TE document, along with the signed copy of Annual SERVICE 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 Annual SERVICE will be made against the bills raised to the Procurer by the Provider on weekly basis after satisfactory completion of said period, duly certified by the designated official. The payment will be made in Indian Rupees.
6. Paying authority: _____ (name of the Procurer i.e. Office, Authority)

(Signature, name and address of authorised official)
For and on behalf of _____

Received and accepted this contract

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

For and on behalf of _____
 (Name and address of the Provider)
 (Seal of the provider)

Date: _____
 Place: _____

Appendix II-B

**DEPARTMENT OF HEALTH & FAMILY WELFARE
GOVERNMENT OF (Insert name of the State).....**

TENDER ENQUIRY DOCUMENT FOR

**Image Transmission & Reporting of Radiology Images
and Selective Radiology Services**

Contents

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NOTICE INVITING TENDERS (NIT)

<Insert the name of the Procuring Authority (Department/Directorate/Agency/Institution)>

Address:

.....

URL: www

Email:

Telephone Phone:

Tender Enquiry No. PHFW/ / / Dated: / /

NOTICE INVITING TENDERS

1. <insert the designation and office of the tender inviting authority and the department/ agency> invites sealed tenders from eligible service providers for supply of services as given in **Section-IV** of this document for the period from to
2. Schedule of Events

| Sl. No. | Description | Schedule |
|---------|---|----------|
| 1 | Date of sale of Tender Enquiry Documents | |
| 2 | Place of Sale/website download of Tender Enquiry Document | |
| 3 | Cost of the Tender Enquiry Document | |
| 4 | Pre-tender Meeting (Date & Time) | |
| 5 | Pre-Tender Meeting Venue | |
| 6 | Closing Date and Time of Receipt of Tender | |
| 7 | Time, Date and Venue of Opening of Technical Tender/Bid | |
| 8 | Time, Date and Venue of Opening of Financial Tender/Bid | |

3. Interested tenderers may obtain further information about this requirement from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of <insert tender cost in Rs.> per set in the form of account payee Demand Draft, drawn on a scheduled bank in India, in favour of "<insert the designation and office of the tender inviting authority"> payable at <insert the place>.

4. If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the interested tenderers, for which extra expenditure per set will be Rs 100.00 for domestic post. The tenderer is to add the applicable postage cost in non-refundable fee mentioned in Para 3 above. The purchaser will not be responsible for late receipt/ non-receipt of tender document by the vendor.
5. Tenderer may also download the tender enquiry documents (a complete set of document is available on website) from the web site www.....com or www.....nic.in and submit its tender by using the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above. The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.
6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time are indicated in Schedule of Events as in Para 2 above.
7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at (place to be inserted) on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.
8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
9. The Tender Enquiry Documents are not transferable.
10. All Tenders must be accompanied by EMD as mentioned against each item. Tenders without EMD shall be rejected.

(Name & Designation of the Tender Inviting Authority)

INSTRUCTIONS TO BIDDER

1. General Instructions

- a) The bidder should prepare and submit its offer as per instructions given in this section.
- b) The tenders shall be complete with all documents. Those submitted by fax or through email with attachment shall not be considered.
- c) The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /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 **Appendix 'F'** only.
- e) The tenders (technical and financial) shall be submitted (with a covering letter as per **Appendix 'E'**) before the last date of submission. Late tenders / bids shall not be considered.

2. Inspection of Site and Equipment

The interested bidder may inspect the equipment and their 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 sale of tender as given in the tender schedule. The <Insert designation of the tender inviting authority > shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

3. Earnest Money Deposit (EMD)

- a) The tender shall be accompanied by Earnest Money Deposit (EMD) as specified in the Notice Inviting Tender (NIT) in the shape of Bank Draft / Bankers cheque from any Schedule Bank in favour of < Insert designation of the tender inviting authority > payable at <insert place>
- b) It may be noted that no tendering entity is exempt from deposit of EMD. Tenders submitted without EMD shall be rejected.
- c) The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- d) EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period.

4. Preparation of Tender

The bids shall be made in TWO SEPARATE SEALED ENVELOPES as follows:

- I. The **first envelopes** shall be marked in bold letter as **“TECHNOCOMMERCIAL BID”** which shall be sent forwarding letter (**“Appendix-E”**) and shall include the following:
 - 1) Receipt regarding payment of Tender Cost.
 - 2) Bank Draft /Bankers Cheque towards **E.M.D.** DD/ Banker’s cheque towards the cost of tender document to be attached in case bid document has been downloaded from website.
 - 3) Confirmation regarding furnishing **Performance Security** in case of award of contract.
 - 4) Original tender document duly stamped and signed in each page along with the Forwarding Letter confirming the performing the assignment as per **“Appendix E”**.
 - 5) Particulars of the bidder as per **“Appendix-D”**
 - 6) Copy of the Income Tax Returns acknowledgement for last two financial years.
 - 7) Power of attorney in favour of signatory to tender documents and signatory to Manufacturer’s Authorisation letter.
 - 8) Copy of the certificate of registration of CST, VAT, EPF, ESI and Service Tax with the appropriate authority.
 - 9) A declaration from the bidder in the format given in the **“Appendix-H”** 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 tender of the Authorized Agent shall include the manufactures authorization letter as per perform given in **“Appendix -B”**.
 - 2) The tender of others (i.e. those who are neither manufactures nor authorized agents) shall include a statement regarding similar maintenance jobs performed by them in last three years and user’s certificate regarding satisfactory completion of such jobs as per proforma given in **“Appendix -C”**.
- 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 **“Appendix F”** as per scope of work / service to be rendered.

5. Tender Validity Period

The tenders shall remain valid for 60 calendar months for acceptance and the prices quoted shall remain for the duration of the contract. The contract may be extended for another term based on performance and mutual consent.

6. Tender Submission

The two envelopes containing both technical and the financial bid shall be put in a bigger envelope, which shall be sealed and superscripted with "TENDER NO <Insert Tender No.> due for opening on<Insert due date for Opening>

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

7. Opening of Tenders:

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.

1. Scrutiny of Tenders

The tenders will be scrutinized by a committee appointed by the authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Tender Enquiry Documents. 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 purchaser 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, who qualify on technical bid, will be considered and opened. .

2. Infirmary / Non-Conformity

The purchaser may waive minor infirmity and/or non-conformity in a tender, 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 purchaser may, at its discretion, seek clarification from the tenderers seeking response by a specified date. If no response is received by this date, the purchaser shall evaluate the offer as per available information.

INSTRUCTIONS TO BIDDER

I. RESPONSIBILITIES OF THE SERVICE PROVIDER:

1. Identification of technological pathways and setting up of systems for digitization, transmission and reporting of tests that could be digitalized (including X-ray and Ultrasonography). This would facilitate capturing of images at public facilities using public health facility medical infrastructure. Digital infrastructure/ IT based solutions would be used to transfer images to specialists in private sector.
2. The facilities covered under the scope of work shall include Community Health Centers (CHCs), First Referral Units (FRUs), sub-district (SDHs) and district hospitals (DHs) across the state.

II. 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 is given in **Appendix 'A'**

1. The Service provider shall identify the technological pathways and set up systems for digitization, transmission and reporting of X-rays. Digital infrastructure/ IT based solutions should be provided used to transfer images to specialist hired/on roll of Service provider.
2. Service provider shall provide communication networks, IT peripherals and requisites software and costs thereof for seamless transmission of images.
3. The Service provider shall put in place the required infrastructure such as CR systems, CR cassettes to digitize images from existing X-rays at district hospitals (DHs) across the state. Periodic maintenance including replacement of CR cassettes shall be sole responsibility of the Service provider. In case existing X-rays are not in working condition or integration of CR system may not be possible, new machines may be procured by the authority at its own cost.
4. Service provider shall provide training to radiographers deployed at public health facilities for digitization and transmission of X-ray images
5. Training to medical officers for image capturing for USG as per the Government approved curriculum. Training should focus on skill development of medical officers in the usage of ultrasound and Doppler studies during the screening of Antenatal mothers, so as to detect the foetal abnormalities.
6. Providing trained and qualified Radiographers for facilities where the machines are available but the manpower is absent.
7. Reporting of all X-ray films/images from CHCs/FRUs/SDHs/DHs electronically.
8. All results shall be interpreted, diagnosed and reported within 6 hours of the test, if the tests were done between 8AM to 6PM. However if tests were done between 6PM to 8AM next morning, the report would be provided on or before 10AM of same day.

1. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies (maximum 3) coming together as Consortium to implement the Project. The with a Lead Member should have at least 51% stake of the consortium and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/country. A bidder cannot bid as a sole provider as well as a partner in a consortium. No bidder can place more than one bid in any form. In support of this, the bidder's letter shall be submitted as per proforma in **Appendix 'B'**.
2. The Bidder shall have minimum three years of experience 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 **Appendix 'C'**. 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 Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
3. The Bidder shall have at least one Service Center (with fully trained service personnel) where reporting happens and provides reports for a minimum of 10,000 radiology images per annum in one of more States of India.
4. The Bidders are not presently blacklisted by the Purchaser or by any State Govt. or its organizations by Govt. of India or its organizations.
5. The bidders shall have a minimum turn over of Rs.....per annum in last three financial years duly supported by audited accounts statement

TERMS AND CONDITIONS

1. Signing of Contract

The purchaser 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. The contract shall be valid for a period of 5 years from the date of signing of the contract.

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 approval by the Authority and it could be cancelled at any time after providing an opportunity of hearing by the Authority, in case the Service provider does not follow the rules, regulations and terms and condition of the contract.

3. Performance Security

- a) The successful bidder shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee issued by a Nationalised Bank in favour of Tender Inviting Authority for an amount equal to 5% of the total contract value. The Bank guarantee shall be as per proforma at “**Appendix G**” 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 (minimum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.
- b) If the firm / contractor violate 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.
- c) 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 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 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. Periodicity of Payment

The payment will be made on weekly basis not extending beyond 12 noon of the last bank working day of the week for all invoices raised. The purchaser shall give standing instructions to the bank for implementation of this requirement. The bidder 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.

Reimbursement shall be in terms of Cost per reported test for X-rays, Annual training charges for medical officer and annual service charge for radiographer.

Training and service charge as applicable shall be reimbursed on quarterly basis.

The expected normal to abnormal ratio will be 60% to 40% of total X-ray reporting done. For 10% increase in normal X-ray report beyond 60% and each percent thereafter, a 5% deduction in unit cost per reported test will be in effect for the surplus normal test beyond 60%.

8. Damages for Mishap/Injury

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

9. Termination of Contract:

The purchase may terminate the contract, if the successful tenderer withdraws its tender after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual obligations. In that event, the purchaser will have the right to purchase 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.

Service provider shall commence the proposed services within the 30 days of signing the agreement otherwise the contract could be terminate.

10. Penalization

The upkeep time of transmission and reporting services should be minimum 90%, but a single shut down shall not be more than of 10 days in a single stretch. Service provider shall make alternative

arrangements for reporting of the cases at the approved rates in case the system is out of order/ shut down for greater than 24 hours. If shut down extends beyond 15 days the contract may be cancelled. For any discontinuity of services greater than 10 days the provider shall pay an average amount of revenue collected per day, for each day of shutdown despite providing alternate arrangement at the cost of the service provider. In no case shall authority pay any amount to the alternate provider.

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

The Service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the proposed scheme, the duration for which the license has been issued.

After completion of the tenure of tender, the provider will be required to uninstall the digital infrastructure within 30 days of the contract closure date.

11. General Terms & Conditions

- a. The Authority shall provide a list of availability of X-Ray, Ultrasonography equipment and CR system at Community Health Centers (CHCs), First Referral Units (FRUs), sub-district (SDHs) and district hospitals (DHs) across the state.
- b. The Authority shall arrange for well-functioning X-ray and Ultrasonography machines and the preventive maintenance (PM) and corrective maintenance (CM) of the medical equipment shall be the responsibility of the contracting authority/state health department.
- c. The Service provider should adhere to Standard Operating Procedures (SOPs) for each of the services finalized in consultation with the Authority.
- d. Provision for the storage of Images and clinical data shall be arranged by the Authority.
- e. Annual review of performance and observance of terms & conditions including quality of tests shall be carried out by a committee appointed by the authority.
- f. 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.
- g. All the pre-requisites such as hardware, software, computer and related peripherals, mobile connection or any other requirement such as trained manpower (where not available) shall be provided by the Service provider.
- h. Service provider will provide a signed report from qualified Radiologists having a Post Graduate Degree/Post Graduate Diploma in Radiology and imaging.
- i. The uploading time of the images should not be more than 45 minutes after the completion of test. The images will also be made available by the service provider to the concerned hospital with in the 45 minutes after the completion of test. All results shall be interpreted, diagnosed and reported within 6 hours of the image transmission/ uploading, if the tests were done between 8AM to 6PM. However if tests were done between 6PM to 8AM next morning, the report would be provided on or before 10AM of that day.

- j. The Service provider will have to manage the following records:
 - (i) Digital cases register. (ii) Record of discontinuity of services at service provider's end; and (iii) log book of discontinuity of services at facility end.
- k. Imparting the following training shall be the responsibility of the service provider: (i) Training for capturing of USG images in standard format required to be given to Medical Officer; (ii) Training to radiographers for digitalization of the images.
- l. The patient information and images shall be tagged to a unique id generated by the service provider. The codification shall follow GS1 standards as given by Ministry of Commerce, Govt. of India.

12. Arbitration

- a) If dispute or difference of any kind shall arise between the purchaser and the firm/contractor 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 purchaser or the firm/contractor 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 <insert tender issuing authority> as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by <insert tender issuing authority> to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his 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 Purchaser or the firm / contractor 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 the place from where the contract has been issued.

13. 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.

Appendix - A

| Sl. No. | Name & Location of Facility | Facility Type (DH/SDH/CHC/PHC) | Description of Services Required at the corresponding facility | |
|---|-----------------------------|--------------------------------|--|--------------------------------------|
| | | | Supply of Radiographers | Transmission of Images and reporting |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| (Additional Sheets to be attached in this format) | | | | |

Appendix - B

BIDDER'S AUTHORISATION LETTER

(To be submitted by authorized agent)

To

<Name, Address and Designation of the Tender Inviting Authority>

Ref. Your TE document No.-----, dated-----

Dear Sirs,

We,..... are the suppliers of-----
----- (name of services(s) and hereby conform that;

1. Messrs ----- (name and address of the agent) is our authorized agents for -----
2. Messrs ----- (name and address of the agent) have fully trained and experienced service personnel to provide the said services.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & Address of the Manufacturers]

Note:

1. **This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a top executive of the manufacturing firm.**
2. **Original letter shall be attached to the tender.**

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

1. Attach users' certificates (in original) regarding satisfactory completion of assignments.

Note: Attach extra sheet for above Performa if required.

Signature.....

Name

| Sr.No | Assignment contract No &date | Description of work/ services provided | Contract price of assignment | Date of commencement | Date of completion | Was assignment satisfactorily completed | Address of organization with Phone No. where assignment done |
|-------|------------------------------|--|------------------------------|----------------------|--------------------|---|--|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | | | | | | | |
| 9 | | | | | | | |
| 10 | | | | | | | |

Appendix - D

PARTICULARS OF THE BIDDER'S COMPANY

(To be submitted by all tenderers / bidders)

1. Name :
2. Registered Address
3. Phone/Fax/Mail id
- 4.
5. Type of Organisation
:Prop./Partnership/Company/Consortium/Trust/ Not for Profit Organization
6. Address of Service centres in the region:
 - (a) Total No. of services personnel at the existing centres:
 - (b) Total No. of locations where organization currently has centres:
7. Number of service personnel:

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

8. Whether the bidder has NABL/NABH/ISO or any other accreditation?
(If yes/ whether documents attached with techno commercial bid).
9. Registration. Nos.
 - (a) EPF
 - (b) ESI
 - (c) Sales Tax
 - (d) VAT
 - (e) Service Tax
 - (f) PAN No.
 - (g) Audited Accounts Statement for past three financial years
 - (h) Copy of Income Tax Return for past three financial years
 - (i) Experience certificate of Bidder
10. Brief write-up about the firm / company. (use extra sheet if necessary)

Signature of Bidders

Date:

Place:

Name

Office Seal

Forwarding Letter for Technical Bid

(To be submitted by all tenderers / bidders in their letterhead)

Date:.....

To

<Name, Designation and Address of Tender Inviting Authority>

Sub: Tender for supply of services under Tender No....

Sir,

We are submitting, herewith our tender for providing services for images based transmission and reporting of radiology images and selective radiology services

We are enclosing Receipt No..... or Bank Draft/Bankers Cheque No.....,
Dated.....(amount.....)towards tender cost/fee (if documents
have been downloaded from website) and Bank Draft / Bankers Cheque No.....
Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn
on..... Bank in favour of <Tender Inviting Authority>.

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

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

Enclosures:

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

Signature of the Tenderer.....

Seal of the Tenderer.....

Appendix - F

FINANCIAL BID

1. Name of the Tenderer:.....
2. Prices Quoted

| Sl. No (i) | Name of Services (Cost/per reported test) (ii) | Quantity / Slab/pack of tests | Cost per unit (in Rs.) (iii) | Taxes / Duties, % and Amount (in Rs.) (iv) | | | Total Price (in Rs.) (v) |
|---------------|--|-------------------------------|---------------------------------|---|---|-----|-----------------------------|
| | | | | Tax | % | Amt | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

(in words.....)

The prices shall be firm and inclusive of all taxes and duties presently in force.

Signature.....

Name.....

PROFORMA FOR BANK GUARANTEE

To

< Name, Designation and Office Address of Tender Inviting Authority >

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 provided images based transmission and reporting of radiology images and selective radiology 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 aforeside, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

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

.....
Name and designation of the officer

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

Appendix - H

DECLARATION BY BIDDER

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

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

Signature of the bidder:

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.100.00 stamp paper.

Contract form for images based transmission and reporting of radiology images and selective radiology services

.....
.....

(Address of the Tender Inviting Authority/Office issuing the contract)

CM 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 supplier and the purchaser in connection with this tender.

THIS AGREEMENT made the Day of 2011 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 for the sum of (Contract price in words and figures) (Hereinafter called the Contract Price),

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:
 - (i) Terms and Conditions;
 - (ii) Location and Description of Equipment;
 - (iii) Job Description;
 - (iv) Manufacturer's Authorisation Form (if applicable to this tender);

- (v) Purchaser'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 _____ [(fill the date) for an amount of Rs. _____ [(fill amount) equivalent to 10% (minimum) of the cost of the contract value] 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 weekly basis after satisfactory completion of said period, duly certified by the designated official. The payment will be made in Indian Rupees.
 6. Paying authority: _____ (name of the Procurer i.e. Office, Authority)

(Signature, name and address of authorised official)

For and on behalf of _____

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the Provider)

(Seal of the provider)

Date: _____

Place: _____

Appendix II-C

**DEPARTMENT OF HEALTH & FAMILY WELFARE
GOVERNMENT OF (Insert name of the State).....**

TENDER ENQUIRY DOCUMENT FOR

**Provision of Computed Tomography (CT) Scan
at District Health facilities**

Contents

| Section | Topics | Page No |
|---------------------|-------------------------------|---------|
| Section I | Notice Inviting Tenders (NIT) | 67 |
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| Section III | Evaluation of Tender | 72 |
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| Section V | Eligibility Criteria | 75 |
| Section VI | Terms and Conditions | 77 |
| Section VII | Appendices (Appendix A to H) | 83-90 |
| Section VIII | Contract Format | 91 |

NOTICE INVITING TENDERS (NIT)

<Insert the name of the Procuring Authority (Department/Directorate/Agency/Institution)>

Address:

.....

URL: www

Email:

Telephone Phone:

Tender Enquiry No. PHFW/ / / Dated: / /

NOTICE INVITING TENDERS

1. <insert the designation and office of the tender inviting authority and the department/ agency> invites sealed tenders from eligible service providers for supply of services as given in **Section-IV** of this document for the period from to
2. Schedule of Events

| Sl. No. | Description | Schedule |
|---------|---|----------|
| 1 | Date of sale of Tender Enquiry Documents | |
| 2 | Place of Sale/website download of Tender Enquiry Document | |
| 3 | Cost of the Tender Enquiry Document | |
| 4 | Pre-tender Meeting (Date & Time) | |
| 5 | Pre-Tender Meeting Venue | |
| 6 | Closing Date and Time of Receipt of Tender | |
| 7 | Time, Date and Venue of Opening of Technical Tender/Bid | |
| 8 | Time, Date and Venue of Opening of Financial Tender/Bid | |

3. Interested tenderers may obtain further information about this requirement from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of <insert tender cost in Rs.> per set in the form of account payee Demand Draft, drawn on a scheduled bank in India, in favour of "<insert the designation and office of the tender inviting authority"> payable at <insert the place>.

4. If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the interested tenderers, for which extra expenditure per set will be Rs 100.00 for domestic post. The tenderer is to add the applicable postage cost in non-refundable fee mentioned in Para 3 above. The purchaser will not be responsible for late receipt/ non-receipt of tender document by the vendor.
5. Tenderer may also download the tender enquiry documents (a complete set of document is available on website) from the web site www.....com or www.....nic.in and submit its tender by using the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above. The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.
6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time are indicated in Schedule of Events as in Para 2 above.
7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at (place to be inserted) on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.
8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
9. The Tender Enquiry Documents are not transferable.
10. All Tenders must be accompanied by EMD as mentioned against each item. Tenders without EMD shall be rejected.

(Name & Designation of the Tender Inviting Authority)

INSTRUCTIONS TO BIDDER

1. General Instructions

- a) The bidder should prepare and submit its offer as per instructions given in this section.
- b) The tenders shall be complete with all documents. Those submitted by fax or by email with attachments shall not be considered.
- c) The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job /service.)
- d) The prices quoted shall be **firm** and shall include all applicable taxes and duties. This shall be quoted in the format as per attached **Appendix 'F'** only.
- e) The tenders (technical and financial) shall be submitted (with a covering letter as per **Appendix 'E'**) before the last date of submission. Late tenders / bids shall not be considered.

2. Inspection of Site and Equipment

The interested bidder may inspect the locations where the services are to be rendered during 10.00 AM TO 5.00 PM on all working days till last date of sale of tender as given in the tender schedule. The <Insert designation of the tender inviting authority > shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

3. Earnest Money Deposit (EMD)

- a) The tender shall be accompanied by Earnest Money Deposit (EMD) as specified in the Notice Inviting Tender (NIT) in the shape of Bank Draft / Bankers cheque from any Schedule Bank in favour of < Insert designation of the tender inviting authority > payable at <insert place>
- b) It may be noted that no tendering entity is exempt from deposit of EMD. Tenders submitted without EMD shall be rejected.
- c) The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- d) EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period.

4. Preparation of Tender

The bids shall be made in TWO SEPARATE SEALED ENVELOPES as follows:

- I. The **first envelopes** shall be marked in bold letter as **“TECHNOCOMMERCIAL BID”** which shall be sent forwarding letter(**“Appendix-E”**) and shall include the following:
 - 1) Receipt regarding payment of Tender Cost.
 - 2) Bank Draft /Bankers Cheque towards **E.M.D.** DD/ Banker’s cheque towards the cost of tender document to be attached in case bid document has been downloaded from website.
 - 3) Confirmation regarding furnishing **Performance Security** in case of award of contract.
 - 4) Original tender document duly stamped and signed in each page along with the Forwarding Letter confirming the performing the assignment as per **“Appendix E”**.
 - 5) Particulars of the bidder as per **“Appendix-D”**
 - 6) Copy of the Income Tax Returns acknowledgement for last two financial years.
 - 7) Copy of audited accounts statement for the financial years
 - 8) Power of attorney in favour of signatory to tender documents and signatory to Manufacturer’s Authorisation letter.
 - 9) Copy of the certificate of registration of CST, VAT, EPF, ESI and Service Tax with the appropriate authority valid as on date of submission of tender documents.
 - 10) A duly notarized declaration from the bidder in the format given in the **“Appendix-H”** to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of Government of India OR Government of any State.

In addition to the above documents,

- 1) The tender of the Authorized Agent shall include the manufactures authorization letter as per perform given in **“Appendix -B”**.
 - 2) The tender of others (i.e. those who are neither manufactures nor authorized agents) shall include a statement regarding similar services performed by them in last three years and user’s certificate regarding satisfactory completion of such jobs as per proforma given in **“Appendix -C”**.
- 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 **“Appendix F”** as per scope of work / service to be rendered.

5. Tender Validity Period and renewal of contract

The tenders shall remain valid for 10 years for acceptance and the prices quoted shall remain for the duration of the contract. The contract may be extended for another term based on review of performance and with mutual consent.

6. Tender Submission

The two envelopes containing both technical and the financial bid shall be put in a bigger envelope, which shall be sealed and superscripted with "TENDER NO <Insert Tender No.> due for opening on<Insert due date for Opening>

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

7. Opening of Tenders:

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.

1. Scrutiny of Tenders

The tenders will be scrutinized by the selection committee appointed by the authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Tender Enquiry Documents. 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 purchaser 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, who qualify on technical bid, will be considered and opened.

2. Infirmary / Non-Conformity

The purchaser may waive minor infirmity and/or non-conformity in a tender, 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 purchaser may, at its discretion, seek clarification from the tenderers seeking response by a specified date. If no response is received by this date, the purchaser shall evaluate the offer as per available information.

JOB DESCRIPTION

The Service Provider shall be responsible for operationalization of 16 slice Computed Tomography (CT) Scan facility at district level to offer CT scan services to the patients referred by District Hospital. Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider. This could be achieved by a mix of any of the following across several districts in the state:

- I. The service provider is allotted a space on lease by the authority and the service provide shall make complete arrangements to make the CT scan machine operational (including procurement of 16 slice CT scan machine).
- II. The service provider arranges for a space at its own cost in proximity to the hospital and then makes complete arrangements (including procurement of 16 slice CT Scan machine) to make the CT scan machine operational
- III. The service provider partners with an already existing CT scan facility near the hospital and makes it operational as per the specifications of the machine (16 slice CT scan) and terms & conditions laid down in this contract.

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 is given in **Appendix 'A'**

1. Transportation of patients from the healthcare facility to CT scan facility and vice versa in a well-equipped ALS ambulance will be the responsibility of the service provider, in case the facility is not inside the premises of the hospital.
2. The Service Provider shall not be entitled to levy any charge on the patients. The services shall be provided completely cashless to all patients referred by district hospitals or any public health facility.
3. The service provider shall submit the hard and soft copies of the report and images to the hospital within the stipulated time mentioned below after successful uploading of image within 45 minutes (which would be simultaneously viewed at the District Hospital):
 - (i) . All Head injuries, trauma cases and (i) cases declared as urgent by the referring Hospital within 2 hours
 - (ii). All routine scans from 8 a.m. to 6 p.m. within 6 hours
 - (iii) All routine scans from 6 p.m. to 8 a.m. before 10 a.m.

4. The service provider shall also ensure at its own cost, an IT enabled work station at the radiology department of the district hospitals where the images and soft copy of the report of the patient should reach within stipulated time
5. The human resources including radiologist, anesthesiologist, radiation safety officer and staff nurses for the CT scan facility shall be sole responsibility of the service provider. Service provider shall provide the signed report from qualified Radiologists having a Post Graduate Degree/Post Graduate Diploma in Radiology and imaging. Service provider shall deploy adequately trained Radiologists, Radiographers and Paramedical staff to run the facility round the clock (24X7X365).

ELIGIBILITY CRITERIA ELIGIBILITY CRITERIA

1. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies (maximum3) coming together as Consortium to implement the Project. The Lead Member in case of Consortium should have at least 51% stake of the consortium and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/ country. A bidder cannot bid as a sole provider as well as a partner in a consortium. No bidder can place more than one bid in any form. In support of this, the bidder's letter shall be submitted as per proforma in **Appendix 'B'**.
2. The Bidder shall have adequate experience 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 **Appendix 'C'**. 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 Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
3. The Bidder shall have at least five CT scan Service Centres (with fully trained service personnel) and provides reports for a minimum of 5,000 radiology images per annum in one of more States of India.
4. The Bidders are not presently blacklisted by the Purchaser or by any State Govt. or its organizations by Govt. of India or its organizations.
5. The bidder shall declare all ongoing litigations it is involved in with any government agency/ state/central department
6. The principal bidder shall have a minimum turnover of Rs.....per annum in last three financial years
7. The principal bidder shall be legally responsible and shall represent all consortium members, if any, in all legal matters
1. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies (maximum3) coming together as Consortium to implement the Project. The Lead Member in case of Consortium should have at least 51% stake of the consortium and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/ country. A bidder cannot bid as a sole provider as well as a partner in a consortium. No

bidder can place more than one bid in any form. In support of this, the bidder's letter shall be submitted as per proforma in Appendix 'B'.

2. The Bidder shall have adequate experience 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 Appendix 'C'. 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 Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
3. The Bidder shall have at least five CT scan Service Centres (with fully trained service personnel) and provides reports for a minimum of 5,000 radiology images per annum in one of more States of India.
4. The Bidders are not presently blacklisted by the Purchaser or by any State Govt. or its organizations by Govt. of India or its organizations.
5. The bidder shall declare all ongoing litigations it is involved in with any government agency/ state/central department
6. The principal bidder shall have a minimum turnover of Rs.....per annum in last three financial years
7. The principal bidder shall be legally responsible and shall represent all consortium members, if any, in all legal matters

TERMS AND CONDITIONS**1. Signing of Contract**

The purchaser 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.

3. Performance Security

- a) The successful bidder shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee issued by a Nationalised Bank in favour of Tender Inviting Authority for an amount equal to 5% of the total contract value. The Bank guarantee shall be as per proforma at "**Appendix: G**" 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 (minimum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.
- b) If the firm / contractor violate 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.
- c) 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 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 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. Periodicity of Payment

The payment will be made on weekly basis not extending beyond 12 noon of the last bank working day of the week through ECS for all invoices raised. The purchaser shall give standing instructions to the bank for implementation of this requirement. The bidder 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.

7. Damages for Mishap/Injury

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

8. Termination of Contract

The purchase may terminate the contract, if the successful tenderer withdraws its tender after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual obligations. In that event, the purchaser will have the right to purchase 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.

9. Arbitration

- a) If dispute or difference of any kind shall arise between the purchaser and the firm/ contractor 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 purchaser or the firm/contractor 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 <insert tender issuing authority> as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by <insert tender issuing authority> to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his 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 Purchaser or the firm / contractor 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 the place from where the contract has been issued.

10. 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.

11. Other Terms & Conditions

- a) The Project will be awarded for a period of 10 years and the Service Provider will be obliged to establish, manage and operate the Project in accordance with the provisions of a Contract Agreement and terms and conditions therein. It could be cancelled at any time after providing an opportunity of hearing by the Authority, in case the contractor does not follow the rules, regulations and terms and condition of the contract.
- b) The Authority may provide the required space, for establishing the Project. A lease agreement shall be enforced for the full term of the contract at value and terms declared by the authority. A Possession Certificate in plain paper shall be issued while handing over the above mentioned space. In case the authority is unable to provide the space; the service provider may carry these services at its owned/rented/leased space or partner with an already existing CT scan facility near the hospital. In any of these cases refurbished CT scan machine is not allowed.
- c) New Installation & continuation: The service provider shall commission the CT Scan facility within 120 days of the signing of the contract by both parties. In case of continuation of the service provider for the subsequent contract period, this time period shall not be valid.
- d) Technology Up gradation: The machine shall be suitably upgraded by the service provider under following conditions:
- e) Review by a board appointed by Authority upon assessing the need for a technology up gradation. Such reviews should not be made in less than one year.
- f) Upon declaration of any national or international guideline accepted by the Government prohibiting the use of earlier (currently installed) technology
- g) After completion of 2 contract periods each not less than 5 years, the entire CT scan equipment shall be replaced.

- h) List of tests & their associated cost may be furnished as per appendix F
- i) One CT Scan machine would be installed for every district; for districts having population less than 7.5 Lakhs, One CT scan machine may be installed for every 3 to 4 district or as per state's discretion. The list provided by state is attached as appendix A.
- j) All the pre-requisites such as civil, electrical, air-conditioning, computer or any other changes in the site for installation of machine will be executed by the service provider at its own cost, with due permission of the Authority (permission required only if the space is provide by the administration). The district hospital administration will not be responsible for any loss/ damage to the machine/property due to natural hazard and licensee will take adequate insurance cover at his own risk & liability for all damages arising out due to any unprecedented reasons. The service provider shall provide round the clock security services for the CT scan facility at its own cost for the entire period of contract. The contract and terms thereof shall be governed by indemnification clause.
- k) All expenses on account of man power, electricity, water and other maintenance of premises and the machine, security or any other expenses incurred in the day to day running of the machine shall be borne by the provider.
- l) The service provider shall provide a computer, with connection to the server, software to view the diagnosed images and its requisite peripherals at the District Hospital at its own cost.
- m) Image retention for MLC cases or otherwise would be the responsibility of the authority and the service provider shall handover the softcopy of the images to the authority as per agreement with the state. Legal responsibility of correct reporting of images lies with the service provider.
- n) The CT scan machine provided must be AERB type approved and it is the responsibility of the service provider to modify room layout of the installation site as per AERB guidelines and get license from AERB to run this CT scan machine. It is the responsibility of the service provider to employ Radiation Safety Officer (RSO) for every CT scan machine under their operation.
- o) Service Provider shall ensure best quality of tests and protocols and shall submit a half yearly report of clinical audit done by a third party or as nominated by the authority.
- p) Annual review of performance and observance of terms & conditions including quality of tests shall be carried out by a committee which shall include CMO & Head of department of Radio diagnosis of District Hospital along with other members nominated by the authority. The report of this annual review shall form the basis for extension of the contract annually within the contract period.
- q) The provider would be allowed to use the machine for outside (non-referred) patients at cost decided by the service provider.
- r) The service provider will have to maintain an uptime of 90% with maximum 12 days of downtime at a stretch. In case the service provider fails to do so, the provider shall pay a sum equivalent to cost per CT scan multiplied by total number of CT scans done per day during the given month , for each day of shutdown beyond 12 days. If shut down

extends beyond 30 days due to technical and/or administrative reasons on the part of service provider, the contract may be cancelled. Contractor shall make alternative arrangements for provision of CT scan (including free transportation of patients) in case the machine is out of order/ broken down for period greater than 24 hours. The rates at which the Authority has engaged the service provider shall not change in any case.

- s) State authority shall make payment to the service provider for its services on weekly basis through ECS for all invoices raised for the previous week. . The payment should be made latest by Saturday 12 Noon every week to the service provider. The Authority shall not pay the service provider any charges for any repeat tests resulting out of imaging errors. In case there is a requirement for Contrast CT after plain CT scan has been performed, and this requirement has been confirmed by the radiology department at the district hospital, the contrast CT shall not be counted as a repeat scan.
- t) A no-fee receipt shall be provided by the service provider to every patient. A copy of all such receipts shall be submitted on a weekly basis by the service provider to the District Hospital Authority. This will form the basis of weekly payment by purchasing authority to the service provider for the said services. All receipts shall be subjected to a third party annual audit and the audit report submitted as part of annual work report of the service provider for that facility.
- u) The following records shall be maintained on a daily basis by the service provider:
- v) Daily patients register including outside as well as for patients referred by District Hospital to be separately maintained.
- w) Log book for record of any breakdown/shut down of the machine/facility.
- x) The service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the C.T. Scan facility. The service provider may however refer the test to another center in case of breakdown/shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred center.
- y) The provider shall take a third party insurance policy to cover the patients sent by the District Hospital against any mishap during patient transport, inside the C.T. Scan facility and for consequences arising due to reporting error. Conforming to the provision of the consumer protection act shall be the sole and absolute responsibility/ liability of the service provider.
- z) After closure of the contract agreement between the service provider and the authority, the service provider shall vacate the space occupied, if provided by the authority, within a period of 60 days.
- aa) Electricity, water, medical gases and all other required amenities including waiting area for patient & patient attendant shall be the responsibility of the service provider.
- bb) The service provider shall provide a resuscitation room with crash cart for providing lifesaving support if required by patients within the CT scan facility.

- cc) Provider shall arrange for appropriate and adequate signage and IEC (Information-education- communication) activities for the C.T. Scan machines as decided by the authority.
- dd) The provider shall abide by all the guidelines issued by the Authority and statutory bodies. In case of violation the contract could be terminated after providing an opportunity of hearing to the contractor, at one month's notice. Dispute resolution shall be as per arbitration clause given in the contract.
- ee) The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause for submission of Bids.
- ff) The service provider shall be responsible for storage of images and reports of all CT scan done by the service provider including image retrieval system for a period of ten years. In case of change of service provider for any reason, the stored data and images must be transferred to the new provider for continuation of storage.
- gg) The service provider shall provide the following:
 - hh) Soft copy of images and report – one copy each to the patient and District Hospital
 - ii) Hard copy of report – each to patient and District Hospital

<Insert name and address of the tender inviting authority>

LOCATION OF FACILITY AND FACILITY WISE DESCRIPTION OF SERVICES REQUIRED

| Name of District | Population (<7.5 Lakhs or more) | Stand alone CT Scan Required for the corresponding District Hospital (Yes or No) | Land/space to be provided by the corresponding District Hospital (Yes/No) |
|------------------|---------------------------------|--|---|
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| | | | |

Appendix - B

BIDDER'S AUTHORISATION LETTER (To be submitted by authorized agent)

To

<Name, Address and Designation of the Tender Inviting Authority>

Ref. Your TE document No.-----, dated-----

Dear Sirs,

We,..... are the suppliers of -----
----- (name of services(s) and hereby conform that;

1. Messrs ----- (name and address of the agent) is our authorized agents for -----
2. Messrs ----- (name and address of the agent) have fully trained and experienced service personnel to provide the said services.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & Address of the Manufacturers]

Note:

1. **This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a top executive of the manufacturing firm.**
2. **Original letter shall be attached to the tender.**

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

1. Attach users' certificates (in original) regarding satisfactory completion of assignments.

Note: Attach extra sheet for above Performa if required.

Signature.....

Name

| Sr.No | Assignment contract No & date | Description of work services provided | Contract price of assignment | Date of commencement | Date of completion | Was assignment satisfactorily completed | Address of organization with Phone No. where assignment done |
|-------|-------------------------------|---------------------------------------|------------------------------|----------------------|--------------------|---|--|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | | | | | | | |
| 9 | | | | | | | |
| 10 | | | | | | | |

Appendix - D

PARTICULARS OF THE BIDDER'S COMPANY

(To be submitted by all tenderers / bidders)

1. Name :
2. Registered Address
3. Phone/Fax/Mail id
4. Type of Organisation
: Prop./Partnership/Company/Consortium/Trust/ Not for Profit Organization
5. Address of Service centres in the region:
 - (a) Total No. of services personnel at the existing centres:
 - (b) Total No. of locations where organization currently has centres:
6. Number of service personnel:

| Name | Qualification | Experience (Similar Service) |
|--------------------------------|---------------|------------------------------|
| | | |
| | | |
| (use extra sheet if necessary) | | |

7. Whether the bidder has NABL/NABH/ISO or any other accreditation?
(If yes/ whether documents attached with techno commercial bid).
8. Registration. Nos.
 - (a) EPF
 - (b) ESI
 - (c) Sales Tax
 - (d) VAT
 - (e) Service Tax
 - (f) PAN No.
 - (g) Audited Accounts Statement for past three financial years
 - (h) Copy of Income Tax Return for past three financial years
 - (i) Experience certificate of Bidder regarding existing CT scan services
 - (j)
 - (k)
9. Brief write-up about the firm / company. (use extra sheet if necessary)

Date:
Place:

Signature of Bidders
Name
Office Seal

Forwarding Letter for Technical Bid (To be submitted by all tenderers / bidders in their letterhead)

Date:.....

To

<Name, Designation and Address of Tender Inviting Authority>

Sub: Tender for supply of services under Tender No....

Sir,

We are submitting, herewith our tender for providing CT Scan services for number of districts in the state.

We are enclosing Receipt No..... or Bank Draft/Bankers Cheque No....., Dated.....(amount.....)towards tender cost/fee (if documents have been downloaded from website) and Bank Draft / Bankers Cheque No..... Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn on..... Bank in favour of <Tender Inviting Authority>.

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

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

Enclosures:

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

Signature of the Tenderer.....

Seal of the Tenderer.....

Appendix - F

FINANCIAL BID

1. Name of the Tenderer:.....
2. Prices Quoted :-

| S. No. | Name of the test | Rates |
|--------|------------------------------------|-------|
| 1. | Head | |
| | C.T. Scan Brain plain | |
| | C.T. Scan Brain plain and contrast | |
| 2 | Abdomen | |
| | Whole abdomen | |
| 3 | Thorax/Chest | |
| 4 | Pelvis | |
| 5 | Other than above | |
| | CT PNS/Neck | |
| | CT Orbit | |
| | CT pituitary fossa/region | |
| | CT temporal bone | |
| | CT Joint (Anyone) | |
| | CT musculoskeletal | |
| | CT spine | |
| | Average Cost per CT Scan | |

(in words.....)

The prices shall be firm and inclusive of all taxes and duties presently in force.

Signature.....

Name.....

PROFORMA FOR BANK GUARANTEE

To

< Name, Designation and Office Address of Tender Inviting Authority>

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called " the Service provider" has undertaken, in pursuance of contract No..... dated (Herein after "the contract") to provided CT Scan 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 aforeside, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

.....

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

.....

Name and designation of the officer

.....

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

Appendix - H

DECLARATION BY BIDDER

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

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

Signature of the bidder:

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.100.00 stamp paper.

CONTRACT FORM FOR PROVIDING CT SCAN FACILITIES

.....

.....

(Address of the Tender Inviting Authority/Office issuing the contract)

CM 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 Dated and subsequent Amendment No, dated (if any), issued by the Tender Inviting Authority (ii) Service provider’s Tender No Dated and subsequent communication(s) No

Dated (if any), exchanged between the supplier and the purchaser in connection with this tender.

THIS AGREEMENT made the Day of 2011 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 for the sum of (Contract price in words and figures) (Hereinafter called the Contract Price),

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:
 - (i) Terms and Conditions;
 - (ii) Location and Description of Equipment;
 - (iii) Job Description;
 - (iv) Manufacturer’s Authorisation Form (if applicable to this tender);
 - (v) Purchaser’s Notification of Award.
2. In consideration of the payments to be made by the Procurer the Service Provider hereby covenants to provide the Comprehensive Maintenance 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 _____ [(fill the date)] for an amount of Rs. _____ [(fill amount) equivalent to 10% (minimum) of the cost of the contract value] 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 will be made against the bills raised to the Procurer by the Provider on weekly basis after satisfactory completion of said period, duly certified by the designated official. The payment will be made in Indian Rupees.
6. Paying authority: _____ (name of the Procurer i.e. Office, Authority)

(Signature, name and address of authorised official)

For and on behalf of _____

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the Provider)

(Seal of the provider)

Date: _____

Place: _____



NATIONAL HEALTH MISSION
Ministry of Health & Family Welfare
Government of India
website : www.nrhm.gov.in