राजस्थान सरकार
निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं,
राजस्थान, जयपुर

दूरभाष सं0 : 0141–2224878 ई–मेल: rmsc.mnjy@gmail.com

क्रं.: एफ04( )एमएनजेवाई/ आऊट सोर्स मोड/2019–20/768 दिनांक : 2/3/2019

ई– टेण्डर निविदा सूचना

राज्य के 54 जिला/उपजिला/सेटेलाइट चिकित्सालयों में आउटसोर्स मोड़ पर मरीजों को 40 विशिष्ठ जांचों की सुविधा उपलब्ध करवाई जानी है। इच्छुक निविदादाता विभाग की वेबसाइट www.rajswasthya.nic.in, www.eproc.rajasthan.gov.in www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in पर विस्तृत विवरण प्राप्त कर सकते है एवं आवेदन वेबसाईट www.eproc.rajasthan.gov.in पर कर सकते है।

खुली निविदा हेतु विवरण निम्न प्रकार है :–

1.	कार्यालय का नाम	निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं, राज. जयपुर। (स्वास्थ्य भवन)
2.	कार्य का नाम	54 जिला/उपजिला/सेटेलाइट चिकित्सालयों में आउटसोर्स मोड़ पर मरीजों को 40 विशिष्ठ जांचों की सुविधा निःशुल्क उपलब्ध करवाये जाने के सम्बन्ध में
3.	अनुमानित लागत	120 करोड़
4.	अमानत राशि	2.4 करोड़
5.	प्री. बिड कान्फ्रेन्स	13.03.2019 दोपहर 3.00 बजे (निदेशालय स्थित कॉन्फ्रेस हॉल)
6.	ऑन लाईन निविदा प्रपत्र डाउनलोड एवं अपलोड की अवधि	02.03.2019 से 28.03.2019 सांय 5.00 बजे तक
7.	ऑन लाईन निविदा खोलने की दिनांक	29.03.2019 11.00 बजे
8.	ऑन लाईन निविदा खोलने का कार्यालय,	निदेशालय, चिकित्सा एवं स्वास्थ्य सेवायें, जयपुर
9.	निविदा फार्म शुल्क	10,000 रू0
10.	निविदा प्रोसेसिगं शुल्क	1000 रू0

निविदा पत्रों को वेबसाईट www.eproc.rajasthan.gov.in, www.rajswasthya.nic.in, www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in से डाउनलोड किया जा सकता है, इन निविदाओं में भाग लेने वाले संवेदक निविदा को इलेक्ट्रोनिक फार्मेट में वेबसाईट www.eproc.rajasthan.gov.in पर अपलोड करा सकते है। वित्त विभाग की आदेश संख्या एफ.(1)एफ.डी./जी.एफ.एण्ड ए.आर./2007 दिनांक 30.09.2011(सर्कुलर नं.19/2011) के अनुसार 50.00 लाख रूपये तक की राशि के कार्यो के लिए 500/– व 50.00 लाख रूपये से अधिक राशि के कार्यो के लिए 1000/– रूपये की राशि निविदा शुल्क के अतिरिक्त देनी होगी जो डिमांड ड्राफ्ट या बैंकर्स चेक के रूप में देय होगी। यह डिमांड ड्राफ्ट या बैंकर्स चेक MD RISL के पक्ष में व जयपुर में भुगतान योग्य होना चाहिए।

1 धरोहर राशि निविदा प्रपत्र में दर्शायी गयी कुल अनुमानित लागत की 2 प्रतिशत होगी निविदा शुल्क व डिमाण्ड राशि/बैंकर्स चेक Director (PH) चिकित्सा एवं स्वा0 सेवायें, जयपुर के पक्ष में व जयपुर में भुगतान योग्य होना चाहिए।

2 निविदा शुल्क, प्रोसेसिंग शुल्क, धरोहर राशि Director (PH) चिकित्सा एवं स्वा0 सेवायें, जयपुर के पक्ष में देय शुल्क एवं शपथ पत्र (निविदा प्रपत्र में बताऐ अनुसार) की मूल प्रति कार्यालय प्रभारी एमएनजेवाई कमरा नं. 9 न्यू बिल्डिंग निदेशालय, चिकित्सा एवं स्वास्थ्य सेवायें, जयपुर में दि0 28.03.2019 को सांय 5 बजे तक जमा कराया जाना आवश्यक है, इसके बिना तकनीकी निविदा को नहीं खोला जावेगा एवं उक्त की स्कैन प्रति निविदा प्रपत्र के साथ अपलोड करानी होगी।

3 निविदा प्रपत्र को वेबसाईट www.eproc.rajasthan.gov.in, www.rajswasthya.nic.in, www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in पर देखा जा सकता है।

4 निविदा प्रपत्रों में निविदाकर्ता के लिए योग्यता सूचना एवं निविदाकर्ता की पात्रता, प्लान, विभिन्न कार्यो की मात्रा एवं दरों का विवरण, नियम शर्तें व विवरण वर्णित है।

राजस्थान सरकार
निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं,
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5 निविदा खोलने की दिनांक से 90 दिवसो तक निविदा स्वीकृति हेतु मान्य रहेगी, यदि निविदाकर्ता उस अवधि में अपनी निविदा अथवा शर्तो में किसी प्रकार का संशोधन करता है अथवा अपनी निविदा वापस ले लेता है तो उसकी धरोहर राशि जब्त करली जावेगी।

6 किसी भी निविदा को स्वीकार करने एवं बिना कारण बताए निरस्त करने के समस्त अधिकार निदेशक (जन स्वा0) के पास सुरक्षित है।

7 आरटीपीपी एक्ट 2012 एवं आरटीपीपी नियम 2013 एवं आरटीपीपी के समस्त प्रावधान इस निविदा पर लागू होगें।

8 ई–टेडरिंग के लिए निविदादाता हेतु निर्देश:–

- इन निविदाओं हेतु इच्छुक निविदादाता निविदा पत्रों को वेबसाईट www.eproc.rajasthan.gov.in, www.rajswasthya.nic.in, www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in से डाउनलोड कर सकते है।
- निविदाओं में भाग लेने वाले निविदादाताओं को वेबसाईट www.eproc.rajasthan.gov.in पर रजिस्टर्ड करवाना होगा। ऑनलाईन निविदा में भाग लेने के लिए डिजिटल सर्टिफिकेट इनफोरमेन्शन टेक्नोलॉजी एक्ट 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साईन करने हेतु काम आयेगा। निविदादाता उपरोक्त डिजिटल सर्टिफिकेट सी सी ए द्वारा स्वीकृत ऐजेन्सी से प्राप्त कर सकते है। जिन निविदादाता के पास पूर्व में वेद्य डिजिटल सर्टिफिकेट है, नया डिजिटल सर्टिफिकेट लेने की आवश्यकता नहीं है।
- निविदादाताओं को निविदा प्रपत्र इलेक्ट्रोनिक फोरमेट में उपरोक्त साईट पर डिजिटल साईन के साथ प्रस्तुत करना होगा। जिनके प्रस्ताव डिजिटल साईन के साथ नही होगें, उनके प्रस्ताव स्वीकार नही किये जायेगें। कोई भी प्रस्ताव भौतिक फार्म में स्वीकार्य नहीं होगा।
- ऑनलाईन निविदाऐं निर्धारित दिनांक एवं समय पर ही खोली जायेगीं। यदि निविदा खोलने की दिनांक को राज्य सरकार के द्वारा किसी कारण से राजकीय अवकाश घोषित कर दिया जाता है तो निविदाऐं अगले कार्यदिवस को खोली जावेगी।
- सशर्त निविदाओं को स्वीकार नहीं किया जावेगा।
- इलेक्ट्रोनिक निविदा प्रपत्रों को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवें की निविदा प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्केन कॉपी निविदा प्रपत्रों के साथ संलग्न कर दी गई हैं।
- कोई भी टेंडर इलेक्ट्रॉनिकली जमा कराने में किसी कारण से लेट हो जाता है तो उसका जिम्मेदार विभाग नही होगा।
- टेंडर के प्रपत्र में आवश्यक सभी सूचियों/एनेक्सचर को सम्पूर्ण रूप से भरकर ऑनलाईन दर्ज किया जाना चाहिए।

9 निविदादाताओं को निविदा प्रपत्रों के साथ निविदा शुल्क, MD (RISL) के पक्ष में देय शुल्क के डिमाड ड्राफ्ट/बैंकर्स चेक, धरोहर राशि निदेशक जन स्वा0 के पक्ष में देय शुल्क के डिमाड ड्राफ्ट/बैंकर्स चेक/बैंक गारन्टी, शपथ पत्र, रजिस्ट्रेशन प्रमाण पत्र एवं गत 3 वर्षो का टर्नओवर (सीए से प्रमाणित करवाकर) तथा गत तीन वर्षो की इनकम टेक्स रिटर्न प्रमाण पत्र की प्रतियां वेबसाईट www.eproc.rajasthan.gov.in पर अपलोड कराना आवश्यक है। निविदा शुल्क, धरोहर राशि निदेशक जन स्वा0 के एवं MD (RISL) के पक्ष में प्रोसेसिंग देय शुल्क के डिमाड ड्राफ्ट/बैंकर्स चेक तथा शपथ पत्र की भौतिक प्रति उक्त निर्धारित तिथि एवं समय तक कार्यालय प्रभारी एमएनजेवाई कमरा नं. 9 न्यू बिल्डिंग निदेशालय, चिकित्सा एवं स्वास्थ्य सेवायें, जयपुर में जमा करानी होगी इसके अभाव में निविदाओं पर विचार नहीं किया जावेगा।

10 सफल निविदादाता को टेंडर लागत के बराबर **5%** (पांच प्रतिशत) प्रतिभूति राशि अनुबन्ध के समय जमा करानी होगी, प्रतिभूति राशि निम्न रूप में जमा कराई जा सकती है।

i. बैंक ड्राफ्ट
ii. बैंकर्स चेक
iii. नेशनल सेविंग सर्टीफिकेट
iv. बैंक गारण्टी

यदि किसी कारणवश उस दिन अवकाश रहता है तो उसके अगले दिन उसी समय व उसी स्थान पर निविदाएं खोली जायेगी। निविदा खोलने की तिथि को किसी कारणवश सारी निविदाए खोली नही जा सकती है तो उसके अगले कार्य दिवस शेष निविदाए खोलने का कार्य जारी रखा जायेगा। पोस्ट क्वालिफिकेशन में रेसपोंसेव निविदादाताओं की वित्तिय निविदा खोंलने की सूचना निविदादाताओं को ईमेल द्वारा दी जावेगी। जमा करवाने के बाद निविदा की समस्त प्रक्रिया ऑनलाईन होगी।

निदेशक (जन स्वास्थ्य)
चिकित्सा एवं स्वास्थ्य सेवाएं
राज.जयपुर

Request for Proposal

For

"Advance investigation's on Outsource Mode at District/ Sub District/Satellite Hospitals

Government of Rajasthan
Directorate of Medical & Health Services
Rajasthan, Jaipur

REQUEST FOR PROPOSAL (RFP)

1. वर्तमान में राज्य के जिला/उपजिला/सैटेलाईट चिकित्सालयों/में मुख्यमंत्री निशुल्क जांच योजनान्तर्गत 56 जांचे सभी श्रेणी के मरीजों हेतु निःशुल्क उपलब्ध है।
2. मेडिकल कॉलेज संलग्न चिकित्सालयों में मरीजों एवं जांचो को अत्यधिक दबाव रहता है एवं जिला/उपजिला/सैटेलाईट चिकित्सालयों के मरीजों को भी विशिष्ट जांचे हेतु इन चिकित्सालयों में जाना होता है।जिसके कारण इन चिकित्सालयों में दवाब ओर अधिक बढ़ जाता है।
3. भारत सरकार से प्राप्त गाईड लाईन अनुसार वे जांचें जो कि कम मात्रा में हो, जिनके उपकरण महगें हो एवं जिनके लिये विषय विशेषज्ञ उपलब्ध नहीं हो पा रहे हो, की अनुपालना में 40 विशिष्ट जांचों को आउट सोर्स मोड़ पर दिये जाने का निर्णय लिया गया है।
4. प्रस्तावित 40 विशिष्ट जांचों को जिला/उपजिला/सेटेलाईट चिकित्सालयों में निःशुल्क उपलब्ध करवाया जाना है ताकि मरीजों की यह जांचे उसी चिकित्सालय में उपलब्ध हो सके। इससे मरीजों एवं जांचों का दबाव मेडिकल कॉलेज संलग्न चिकित्सालयो में कम करने में मदद मिलेगी।
5. प्रस्तावित विशिष्ट जांचे मेडिकल कॉलेज संलग्न चिकित्सालयों मे आरएमआरएस की दर पर उपलब्ध है, जबकि जिला/उपजिला/सैटेलाईट चिकित्सालयों में यह जांचे निःशुल्क उपलब्ध रहेगी। जांचो का विवरण एवं दर Appendix J पर उपलब्ध है।
6. अतः जन सहभागिता के माध्यम से यह जांचे उपलब्ध करवाने हेतु आरएफपी आंमत्रित की जाती है जिसका शुल्क एनएचएम पीआईपी अन्तर्गत प्राप्त बजट से वहन किया जावेगा।
7. वर्तमान में सामान्यतः आरएफपी अन्तर्गत जिला/उपजिला/सैटेलाईट चिकित्सालयों में औसतन 6000 विशिष्ट जांचें प्रतिदिन की जा रही हैं। अतः मरीजो को विशिष्ट जांचे इन चिकित्सा केन्द्रों में निःशुल्क उपलब्ध करवाने हेतु "Request for proposal" (RFP) निविदा आमंत्रित की जाती है।
8. निविदा प्रपत्र वेवसाइट www.eproc.rajasthan.gov.in से डाउनलोड/आवेदन किया जा सकता है।

Following schedule will be observed in this regard:

Schedule	Time and Dates
Pre-bid conference	13.03.2019 at 3.00 p.m.
Last date for Submission of Bids	28.03.2019 at 5.00 p.m.
Opening of tender Document	29.03.2019 at 11.00 a.m.

Director (PH)
"Directorate of Medical & Health Services"
Rajasthan, Jaipur

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Project Background:

1. वर्तमान में राज्य के जिला/उपजिला/सैटेलाईट चिकित्सालयों में मुख्यमंत्री निःशुल्क जांच योजनान्तर्गत 56 जांचे सभी श्रेणी के मरीजो हेतु निःशुल्क उपलब्ध है।
2. मेडिकल कॉलेज संलग्न चिकित्सालयों में मरीजों एवं जांचो को अत्यधिक दबाव रहता है एवं जिला/उपजिला/सैटेलाईट चिकित्सालयों के मरीजों को भी विशिष्ट जांचे हेतु इन चिकित्सालयों में जाना होता है।जिसके कारण इन चिकित्सालयों में दवाब ओर अधिक बढ़ जाता है।
3. भारत सरकार से प्राप्त गाईड लाईन अनुसार वे जांचें जो कि कम मात्रा में हो, जिनके उपकरण महगें हो एवं जिनके लिये विषय विशेषज्ञ उपलब्ध नहीं हो पा रहे हो, की अनुपालना में 40 विशिष्ट जांचों को आउटसोर्स मोड़ पर दिये जाने का निर्णय लिया गया है।
4. प्रस्तावित 40 विशिष्ट जांचों को जिला/उपजिला/सेटेलाईट चिकित्सालयों में निःशुल्क उपलब्ध करवाया जाना है ताकि मरीजों की यह जांचे उसी चिकित्सालय में हो सके। इससे मरीजों एवं जांचों का दबाव मेडिकल कॉलेज संलग्न चिकित्सालयों में कम करने में मदद मिलेगी।
5. चिकित्सा संस्थानों में विशिष्ट जांचें मरीजों को चिकित्सकीय परार्मश उपरान्त लिखी जावेगी इस हेतु संबंधित चिकित्सा संस्थान पर सैम्पल कलैक्शन की व्यवस्था फर्म को अपने स्तर पर करनी होगी।
6. इस हेतु फर्म को चिन्हित स्थान प्रमुख चिकित्सा अधिकारी की अनुमति पश्चात आंवटित किया जावेगा।
7. चिन्हित स्थान पर सैम्पल कलैशन हेतु प्रशिक्षित मेनपावर, फर्नीचर, कन्जूमेबल्स (वाईल्स,सिरीन्ज, कटर, स्प्रीट स्वाब, सेन्ट्रीफ्यूज मशीन डोमेस्टिक फ्रिज, बायोप्सी हेतु फोर्मलिन सहित पात्र एफएनएससी हेतु फिक्सेटिव, कोपलिंन जार, स्लाईड, क्लचर जांच संबंधित मिडिया वाईल, पीपीई किट एवं इन से संबंधित समस्त सामग्री) की व्यवस्था फर्म को ही करनी होगी।
8. मरीजो को सैम्पल कलैशन हेतु ऑनलाइन रजिस्ट्रेशन फर्म द्वारा किया जावेगा एवं मरीजो को ऑनलाइन एवं ऑफलाइन रिपोर्ट देने की व्यवस्था भी करनी होगी। इस हेतु फर्म को कम्प्यूटर एवं नेट कनेक्शन की व्यवस्था भी करनी होगी।
9. सैम्पल कलैशन और रिपोर्टिंग काउन्टर प्रमुख चिकित्सा अधिकारी द्वारा चिन्हित स्थान पर ही करना होगा।
10. यह वर्तमान मे उपलब्ध स्थान पर हो सकता है या पृथक भी हो सकता है।
11. मरीजो को रिपोर्ट टेण्डर मे बताये गये समय सीमा के अन्दर ऑनलाइन एवं ऑफलाइन उपलब्ध करवानी होगी।
12. जिला/उपजिला/सैटेलाईट चिकित्सालयों में विशिष्ट जांचो हेतु आरएफपी राज्य स्तर पर आमंत्रित की जा रही है।
13. इस हेतु फर्म की सातों जोन स्तर पर 151–89 गाईडलाइन के अनुसार प्रमाणित प्रयोगशाला स्थापित होना या किया जाना आवश्यक है।
14. प्रत्येक जोनल प्रयोगशाला में पैथोलॉजिस्ट, माइकोबायोलॉजिस्ट एवं बायोकैमिस्ट का होना आवश्यक है।
15. फर्म में कार्यरत चीफ पैथोलॉजिस्ट/माइकोबायोलॉजिस्ट/बायोकैमिस्ट को लगभग 10–15 वर्ष का अनुभव होना चाहिये।

16. जोनल प्रयोगशालाओं में कार्यरत लैब टैक्नीशियनों की न्यूनतम शैक्षणिक योग्यता 10+2 बायोलॉजी एवं डीएमएलटी तथा पैरामेडिकल कांउसिल में रजिस्ट्रर्ड प्रार्थी को प्राथमिकता दी जानी आवश्यक है।
17. फर्म को प्रयोगशालाओं में कार्यरत अधिकारीयों, कर्मचारियों एवं उपकरणों की सूची उपलब्ध करवानी होगी।
18. कार्य की अवधि कार्य आरंभ से 2 वर्ष की होगी। फर्म के कार्य का विभाग द्वारा गठित तकनीकी समिति द्वारा अर्द्धवार्षिक मूल्यांकन किया जावेगा। मूल्यांकन एवं कार्य संतोषजनक होने पर ही दो वर्ष पश्चात टेण्डर की अवधि को फर्म की सहमति व नियमानुसार बढ़ाया जा सकता है।
19. फर्म द्वारा किये जा रहे कार्यों का अर्द्धवार्षिक मूल्यांकन संतोषजनक नहीं पाये जाने एवं फर्म का असंदिग्ध गतिविधियों (Fradulent & Corrupt Practices) लिप्त पाये जाने पर किसी भी स्तर पर टेण्डर निरस्त कर फर्म को ब्लेक लिस्टेड किया जा सकता है।
20. यदि कोई सैम्पल हीमोलाइजड/या कम मात्रा में/वाइलस की टूटने की स्थिति में/गलत नम्बरिंग होने पर उसकी रिपोर्टिग नही हो पाती है तो मरीज का दुबारा सैम्पल लिया जाकर बिना शुल्क के रिपोर्टिग दी जावेगी।
21. फर्म द्वारा सैम्पल ट्रांसपोट्रेशन का कार्य कोल्डचैन विधि में किया जायेगा।
22. फर्म द्वारा चिकित्सा संस्थानो में प्रस्तावित विशिष्ट जांचो के डिस्पले बोर्ड बनवाने होगें।
23. इमरजेन्सी प्रकरणो में आवश्यकता होने पर संबंधित चिकित्सा अधिकारी द्वारा हैल्पलाईन न0 पर जानकारी मांगने पर रिपोर्ट तुरन्त उपलब्ध करवानी होगी। अतः फर्म द्वारा सभी चिकित्सा संस्थानो को हैल्पलाइन न0 उपलब्ध करवाने है।
24. प्रस्तावित विशिष्ट जांचो की दर एसएमएस चिकित्सालय की आरएमआरएस दर अनुसार ली गई है एवं जिन जांचों की दर एसएमएस चिकित्सालय की आरएमआरएस में उपलब्ध नहीं है, उनकी दर सीजीएचएस(एनएबीएल) द्वारा निर्धारित की गई है।
25. चिकित्सा संस्थानों में सैम्पल कलैक्शन का कार्य प्रात 8.00 बजे से रात्रि 8.00 बजे तक किया जावेगा।
26. चिकित्सा संस्थानों में मरीजों को विशिष्ट जांचों हेतु लिखें जाने वाली टीआरएफ में चिकित्सक को जांच का नाम लिखना होगा एवं स्वंय के नाम की मोहर लगानी होगी, उसके उपरांत ही कलैक्शन सेन्टर द्वारा टीआरएफ ली जावेगी।
27. फर्म द्वारा प्रत्येक माह में भुगतान हेतु दिये गये बिल के साथ प्रत्येक चिकित्सा संस्थान में पृथक पृथक चिकित्सकों द्वारा मरीजों को लिखी गई विशिष्ट जांचों की सूची भी संलग्न करनी होगी।
28. फर्म द्वारा चिकित्सा संस्थानों में प्रस्तावित विशिष्ट जांचों के डिस्प्ले बोर्ड एवं जोन स्तरीय प्रयोगशाला में भी डिस्प्ले बोर्ड साईनेज एवं अन्य आईईसी मटैरियल उपलब्ध करवाने होगें।
29. चिकित्सा संस्थानों में फर्म द्वारा स्थापित कलैक्शन सेन्टर में प्रतिमाह उपयोग की जाने वाली बिजली एवं पानी का भुगतान फर्म द्वारा वहन किया जावेगा।
30. फर्म की प्रत्येक जोनल प्रयोगशालाओं का चिकित्सा एवं स्वास्थ्य विभाग द्वारा गठित कमेटी द्वारा अर्द्धवार्षिक मूल्याकन किया जावेगा एवं समीक्षा में मैन पॉवर उपकरण रियजेंट कंज्यूमेबलस से सम्बन्धित कमी पाये जाने पर आरएफपी की शर्तों अनुसार फर्म को भुगतान की जाने वाली राशि में से कटौति की जावेगी।
31. मरीजों को रिपोर्ट फर्म को स्वंय के लेटर हेड पर उपलब्ध करवानी होगी एवं चीफ पैथोलॉजिस्ट/माइक्रोबायोलॉजिस्ट/बायोकैमस्टि द्वारा प्रतिदिन लगभग दस प्रतिशत (प्रत्येक जोनल प्रयोगशाला) रिपोर्ट पर हस्ताक्षर करना आवश्यक है एवं गाईडलाइन 151–89 (2013) के अनुसार रिपोर्टों को दिया जाना है।

प्रमुख चिकित्सा अधिकारी चिकित्सालयों की सुची

Appendix H

S.No.	Institution
1.	**Alwar**
2.	**Kalakua (Alwar)**
3.	**Beawar (Ajmer)**
4.	**Kekri (Ajmer)**
5.	**Kishangarh (Ajmer)**
6.	**Nasirabad (Ajmer)**
7.	**Barmer**
8.	**Bharatpur**
9.	**Bhilwara**
10.	**Banswara**
11.	**Baran**
12.	**Balotara (Barmer)**
13.	**Shahpura (Bhilwara)**
14.	**Bundi**
15.	**Chittorgarh**
16.	**Nimbaheda (Chittorgarh)**
17.	**Churu**
18.	**Ratangarh (Churu)**
19.	**Sujangarh (Churu)**
20.	**Dausa**
21.	**Dholpur**
22.	**Badi (Dholpur)**
23.	**Dungarpur**
24.	**Sagwara (Dungarpur)**
25.	**Shri Ganganagar**
26.	**Hanumangarh**
27.	**Kotputali (Jaipur)**
28.	**Chaksu (Jaipur)**
29.	**Jaisalmer**

30.	**Jalore**	
31.	**Jhunjhunu**	
32.	**Nawalgarh (Jhunjhunu)**	
33.	**Jhalrapatan (Jhalawar)**	
34.	**Digadi Kalan (Jodhpur)**	
35.	**Phalodi (Jodhpur) CHC**	
36.	**Karauli**	
37.	**Hindon (Karauli)**	
38.	**Kuchaman City (Nagaur)**	
39.	**Nagaur**	
40.	**Deedwana(Nagaur)**	
41.	**Ladnu (Nagaur)**	
42.	**Pali**	
43.	**Sojat (Pali)**	
44.	**Pratapgarh**	
45.	**Rajsamand**	
46.	**Nathdwara (Rajsamand)**	
47.	**Sawai Madhopur**	
48.	**Gangapur city (Sawai Madhopur)**	
49.	**Sikar**	
50.	**Ajitgarh (Sikar)**	
51.	**Neem ka thana (Sikar)**	
52.	**Sirohi**	
53.	**Tonk**	
54.	**Salumbar (Udaipur)**	

Terms & Conditions for special investigation's at District/ Sub District/Satellite Hospital in State of Rajasthan by open tender:

1. Signing of Contract

The Medical & Health Department 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 electronic communication. The contract shall be valid for a period of 24 months from the date of commencement on the availability of budget from NHM PIP.

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 24 months from the date commencement and it could be cancel/extended at any time after providing an opportunity of hearing by the authority, in case the service provider doesn't follow the rule regulations and term and condition of the contract. Bidder should provide services within 1 months.

3. Performance Security

a. Total tender cost approximately Rs. 120 Crore (2 Year) the successful bidder shall furnish a performance security in the shape of following manner and in favor of Director PH M & H, Jaipur for 5 percent of total tender value amount :
   - Deposit though e GRAS.
   - Bank Draft or Banker's Cheque of a Nationalized bank.
   - Fixed Deposit Receipt (FDR) of a nationalized bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
   - Bank guarantee's of Nationalized bank shall be got verified from the issuing bank other conditions regarding bank guarantee shall be same as rule for bid security in RTPP rules 2013.

b. The Bank guarantee issued by a nationalized bank as per Performa at "Appendix: F" and remain valid for a period, which is six months beyond the date of expiry of the contract (30 Months). This shall be submitted at the time of agreement, failing which the EMD may be forfeited and the contract may be cancelled.

c. 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 Medical & Health Department and the contract may also be cancelled.

d. The Medical & Health Department will release the Performance Security without any interest to the firm / contractor on successful completion of contractual obligations.
e. RTPP Act 2012 & RTPP Rules 2013 are applicable.
f. If applicable, bidder should be registered excise dept. and other government dept.
g. The Bid enquiry documents are not transferable.
h. Evaluation of firm work should be carried out by departmental committee every 6 month and if their any gaps firm will be penalized 5% of total bill amount every month from date of evaluation until the gaps are not fulfill.

4. Compliance of Minimum Wages Act and other statutory requirements

a. The bidder shall comply with all the provisions of Minimum Wages Act and other applicable labor laws.
b. 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.
c. Legal liability to the extent of report 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 in 30 days after submitting bills on every month through ECS. The Medical & Health Department 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 if there is lack of budget, in this circumstance no interest will be paid on payment to the bidder.

7. Termination of Contract

Medical and Health Department may terminate the contract, if the successful tendered 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 Medical & Health department will have the right to give same contract to next eligible bidder

and the extra expenditure on this account shall be recoverable from the defaulter as per RTTP Act 2012 and RTTP Rule 2013.

Service provider shall commence the proposed services within 1 month of signing the agreement otherwise the contract shall be terminate.

Evaluation of firm work should be carried out by departmental committee every 6 month and if their any gaps firm will be penalized 5% of total bill amount every month from date of evaluation until the gaps are not fulfill or department may be terminate the contract if gaps are not fulfill to next evaluation.

8. Penalization

The upkeep time of reporting should be 100%, but a single shut down shall not be more than of 3 days in 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 7 days the contract will be cancelled. For any discontinuity of services more than 7 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 any case authority shall not pay amount to the alternate provider.

If any reason, system does not report the bidder should be penalized Rs. 5000 / per day. If reporting system is failed more than 7 days then EMD forfeited by the dept.

Evaluation of firm work should be carried out by departmental committee every 6 month and if their any gaps firm will be penalized 5% of total bill amount every month from date of evaluation until the gaps are not fulfiled.

The Service provider shall not sell or transfer any proprietary rights 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 provide last month reports record in digital form within 30 days of closer date.

The Laboratory shall be bound to observe all the instructions issued by the department concerning general discipline and behavior. In case, any person employed by the contractor is inefficient, quarrelsome, infirm, invalid or indulges in unlawful activity or the like, the contractor shall replace such person with a suitable substitute as per instructions of the department in light of the provisions referred above in clause. In addition to above, penalties as detailed below can also be imposed on the contractor by the Hospital authorities and will be recovered from the monthly bill of contract period:-

i) For misbehaving with the Patients, Officers, staff-Rs.1000/- per default

ii) For non wearing of proper uniform, badge & I. Card-Rs. 1000/- Per default

iii) For causing nuisance/damage to the hospital property- 3 times of market value of such property or Rs. 5000/-, whichever is higher per default.

iv) False report/deviation of report beyond acceptable limit as per NABL -Rs. 10000/- on first instance and termination of Contract, subsequently surprise sample will be sent in other Two NABL labs if deviation of report or beyond acceptability, is found.

The service provider will be penalized in cases of increased TAT and if the delay is more than one hour even if for one test among the group, then 25% of the payment per test shall be deducted.

95% of the samples shall be reported within the stipulated time frame as stipulated. In the event of more than 5% of samples not being reported within stipulated time frame, no cost shall be paid for all samples reported beyond the stipulated time frame in the given month.

In case the firm fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and condition of the contract Director (PH) M&H reserves the right to impose the penalty as detailed below:

a) 25% of EMD per week up to 4 weeks delays.

b) After 4 weeks delay M&H reserve the right to cancel the contract and withhold the agreement and get this job carried out through other agencies. The defaulting contractor will be black listed & attract penal action and difference if any, will be recovered from the contractor.

c) The security deposited by the Laboratory shall be forfeited.

Quality assurance for in house tests :-

1) The service provider shall furnish a third party report of calibration (with appropriate traceability) of laboratory equipment (analytical and non-analytical) used by the provider for providing the services, yearly to the authority.

2) Internal Quality Control records and appropriate corrective action for outliers for all the tests outsourced must be maintained and available for verification whenever required by the authority.

3) Proficiency testing (EQAS) with appropriate corrective action for outliers for all the tests performed must be available for whenever required by the authority.

4) A third party audit by an NABL accredited laboratory shall be conducted at the cost of service provider quarterly.

5) The service provider shall also check a 1 % of samples per day in another NABL accredited laboratory/or laboratories identified by the state government for external quality assurance programme. The records of quality controls are to be maintained properly. 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.

1. General Terms & Conditions

a) The Authority shall provide a list of 54 DH/SDH/Satellite Hospitals.(Appendix H)

b) The Service provider should adhere to Standard Operating Procedures (SOPs) for each of the services finalized in consultation with the Authority.

c) Services provider should have a established laboratory at state level as per guideline of 151-89 accredited, as per guideline 151-89 accredited laboratory also at every zonal level in Rajasthan and zonal lab should maintain their as per guideline 151-89 accreditation status throughout the period of contract. All the test under this contract should be under scope of 151-89 accreditation at the time of tender and also throughout the period of contract.

d) The Service Provider should provide renewed 151-89 accreditation certificate and scope for its own zonal lab within 30 days after the expiry of accreditation status of each such laboratory.

e) If zonal lab as informed looses accreditation status or any tests under contract is/are deleted from the approved scope of as per guideline of 151-89 accreditation, the contract will be terminated immediately and penalty will be levied as per penalty clause stated below.

f) The Service Provider should ensure that all the tests are to be carried in as per guideline of 151-89 accredited labs which have the tests of contract under its scope. All test reports should have 151-89 symbol. Noncompliance of this will lead to cancellation of contract and attract penalty.

g) The Laboratory must continue to remain accredited during the term/tenure of the Contract if accreditation cancelled his contract will be cancelled without any notice.

h) The Laboratory has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Fund Commission and Employees State Insurance Corporation or other local bodies/Govt. bodies as per the existing rules or as amended from time to time.

i) In case of any violation of statutory provision under Labour laws/BMW rules or otherwise on behalf of the contractor there will not be any liability on Hospital Authority.

j) If any complaint of misbehavior and or misconduct comes into the knowledge of the Medical & Health department then all such responsibility shall be of the contractor. He will be responsible to compensate for the losses so suffered by the department.

k) That the Laboratory will be responsible for any type of statutory/mandatory claims or penalties arising out of default in results of Investigation.

l) Daily worksheet is submitted which should tally with results. Missing report of investigation will have to be conveyed by laboratory at own cost/effort within reasonable time avoiding inconvenience to patients.

m) The firm shall seek instruction from officer-In-Charge, authorized by M & H department for the purpose, hereinafter referred to as Authorized Officer.

n) The firm shall submit the complete documents of the staff deployed for sample collection center and zonal Laboratory which will include Name, Age, Sex, Address, Qualification, Experience Certificate, Medical Fitness contact number, recent photographs duly attested.

o) The department reserves the right to change the place of duty for collection of sample and also has the right to ask for replacement if a particular Staff is not found to be carrying out the assigned duties satisfactorily. The agency will be bound to replace the same with in the time period assigned by the hospital authorities.

p) The Laboratory shall be liable to make alternate arrangements in case of the absence of any staff deployed for collection of samples. Similarly, the contractor shall have to make alternate arrangements in case of the weekly off. The contractor has to keep sufficient number of leave reserves.

q) Service provider will deploy sufficient Trained (MLT Tech) staff for collection of Blood samples and other samples and will provide e.g. gloves/sprit/alcohol swab/vaccoutaners/ needle/ sterilized bottle/ Culture bottles etc. needle destroyer disinfection solution for these equipment used.

r) Each zonal level laboratory should have Pathologist, Microbiologist and Biochemist and their experience should be more then 5 year.

s) Laboratory technicians deputed in zonal laboratory should be 10+2 Biology + DMLT and preferably registered in paramedical council of Rajasthan.

t) Provision of the storage of the report and clinical data shall be arranged by the service provider.

u) Every Half yearly review of the performance and observance of terms and conditions including quality of tests shall be carried out by a committee appointed by the Medical & Health dept.

v) The state government may increase/ decrease the number of facility in future.

w) The Service provider will have to manage following Record in digital and hard copy in form of register - (i) Digital patient register including name, age, sex, hospital registration number, name of test and of referring doctor . (ii)Report register including name of referring doctor (iii) Critical value reporting test register (iv) Turnaround time TAT register (v) Record of discontinuity of services at service provider's end. (vi)Report form should have name of hospital and services provider zonal lab.

x) The patient information and reports shall be tagged to a unique id generated by service provider. The codification shall follow GSI standards as given by Ministry of Commerce, Govt. of India.

y) The bidder should provide patient reporting data in electronic storage form to concern institute every month.

z) Emergency helpline numbers to be provided to the facilities for getting the emergency reports .

A) Director(PH) have a right to Cancel bid proceedings and reject all bids .

B) Bid shall remain valid for 90 days.

C) 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 will be ensured by the Service provider. The Medical & Health Department reserves the right to add/delete/modify the list of tests prescribed and to add/reduce the total number of facilities for which contract has been signed.

D) 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.

E) The service provider shall be required to provide for blood collection/phlebotomy in all sites by a trained phlebotomist. The service provider shall be responsible for collection, centrifuge and storage of samples in the facility and its safe and cold chain transport subsequently.

F) The Service provider shall provide logistic systems for sample transfer and reporting of tests on time by hiring a four wheeler vehicle. 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.

G) Service provider shall provide a signed report from qualified Pathologists/Bio-chemist/Micro-biologist (as applicable) having an MCI recognized Post Graduated degree and the chief Pathologists/Bio-chemist/Micro-biologist should be 10-15 year experience.

H) Time frame for reporting of all results shall be as per attached Appendix - I. 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.

I) 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.

J) The service provider should keep a record of Notifiable Infectious Diseases and Communicable Diseases the information of the same to be sent to the concern institution, district and medical record department within 12 hours of report generation and to keep a record of the same.

K) Medical and Health department will not be responsible for damage of any kind or any mishap/ injury/accident cause to personnel/property of the bidder while performing duty in facility premises .

L) After commencement of work every quarterly a meeting organized with service provider and zonal laboratory in charges to resolve shortcomings of work with state officer.

2. <u>Arbitration</u>

a) If dispute or difference of any kind shall arise between the Medical and Health Department 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 Medical and Health Department 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 Director (PH) Medical & Health Department and jurisdiction area will be Jaipur, Rajasthan 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 the Director (PH) Medical & Health Department 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 Medical and Health Department 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 such as Jaipur, Rajasthan.
f) All liabilities legal or monitoring arising in the eventuality shall be born by the firm .

Corrupt Or Fraudulent Practices, Blacklisting

i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant in the procurement process or in contract execution, and

ii) "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process or execution of contract to the detriment of the Department/Govt. and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Department/Government of the benefits of free and open competition;

iii) The tender inviting authority shall reject a proposal for award or cancel the contract awarded if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices during or after the bidding process.

iv) The tender inviting authority shall declare a firm ineligible for award of the contract and black list the firm for 03 years if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract and legal action as deemed fit shall be initiated under relevant civil and criminal laws along with forfeiture of EMD Performance security.

3. 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.

Evaluation Of Tenders:

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 Medical & Health Department to whether the bidder is eligible and qualified or not and weather 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. Infirmity / Non-Conformity

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

3. Bid Clarification

Wherever necessary, the Medical and Health Department may, at its discretion, seek clarification from the renderers seeking response by a specified date. If no response is received by this date, the Medical & Health Department shall evaluate the offer as per available information.

4. Quality and Cost Based Selection.

The evaluation of the Bids will be done as per the Codal Formalities prescribed under Rule 192 of the GFRs 2017 i.e. Quality and Cost Based Selection(QCBS).

i. In QCBS, initially the quality of technical proposals is scored as per criteria announced in the RFP. Only those responsive proposals that have achieved at least minimum specified qualifying score: (which is 62/100) in quality of technical proposal shall be considered further.

ii. The financial bid will be opened only after the bidder's technical bid is qualified.

iii. Evaluation of financial bids will be done on the basis of the financial values quoted.

iv. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score, Financial scores for other than Li bidders will evaluated using the following formula: Normalized financial score of the bidder: Fn=(financial bid of L1/financial bid of the bidder) X100 in whole no. (rounded off to the next whole number in the case of the bidder who obtains a score of .5)

V. After opening the financial bids both the criteria i.e. technical score and financial score as under shall be taken into account for evaluating & selecting the bidder as under. The bidder

will be finally evaluated on the basis of Quality Cost Based Selection method (QCBS); with the weight age of 60:40, wherein 60 is for the Technical Score and 40 for the Financial Score.

vi. The bidder securing the highest composite bids score will be adjudicated as the most responsive bidder for award of the project. The overall score will be calculated as follows: Os=0.60*Tn + 0.40*Fn

Where Os=overall score of the bidder. Tn=technical score of the bidder(out of maximum of 100 marks) FN=normalized financial score of the bidder.

vii. Contract will ordinarily be awarded to the bidder securing the highest composite bids score (quality and cost), and whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document. In the event the bid composite bid scores are tied, then the bidder who scores higher marks in financial bid evaluation will be declared successful for award of the contract.

viii. **An example of QCBS Evaluation is placed for understanding of the said method.**

QUALITY COST BASED SYSTEM

STAGE 1: TECHNICAL BIDS EVALUATION BIDDER

Bidder DETAILS	**TECHNICAL MARKS OBTAINED**	**REMARKS**
Bidder 1	**92**	Technically Qualified
Bidder 2	**85**	Technically Qualified
Bidder 3	**61**	Technically Rejected
Bidder 4	**75**	Technically Qualified

*Since the eligible technical score should be 62 & above. Bidder 3 is rejected.

STAGE 2: FINANCIAL BID EVALUATION

BIDDER DETAILS	FINANCIAL Amount
Bidder 1	1,30,000
Bidder 2	1,20,000
Bidder 4	1,00,000

STAGE 3: CONVERSION OF FINANCIAL BID AMOUNT TO SCORE

BIDDER DETAILS	FINANCIAL BID AMOUNT	FINACIAL SCORE (LFB/F*100)
Bidder 1	1,30,000	1,00,000/1,30,000*100=76.92
Bidder 2	1,20,000	1,00,000/1,20,000*100=83.33
Bidder 4	1,00,000	100

100 LFB=Lowest Financial Bid, F=Quoted amount

CONSOLIDATED TECHNICAL & FINANCIAL SCORE

BIDDER DETAILS	TECHNICAL SCORE	FINACIAL SCORE (LFB/F*100)
Bidder 1	92	76.92
Bidder 2	85	83.33
Bidder 4	75	100

STAGE 4: COMBINED TECHNICAL AND FINANCIAL SCORE(CTFS) WITH WEIGHTAGE 60:40 (Technical: Financial)

BIDDER DETAILS	APPLYING WEIGHTS FOR THE TECHNICAL SCORE & FINANCIAL SCORE	CTFS	RANK OF THE BIDDER
Bidder 1	92*(60/100) + 76.92*(40/100)	85.96 (55.20+30.76)	L1
Bidder 2	85*(60/100) + 83.33*(40/100)	84.33(51.00+33.33)	L3
Bidder 4	75*(60/100) +100*(40/100)	85 (45.00+40.00)	L2

Bidder 1 has secured the highest composite bids score (quality and cost @ 60:40 weight age) and therefore is declared as L1.

Pre- Qualification Criteria:

Sr. No.	Criteria	Supporting Documents
1	The Bidder (Lead bidder in case of consortium) should be a company registered under the companies Act and should have been incorporated for minimum 5 years as on date of bid submission.	Copy of Certificate of Incorporation
2	The Bidder (Lead bidder in case of consortium) Should have average annual turnover of Rs.40 crore of above during the last 3 financial year (i.e. 2015-16, 2016-17, 2017-18	Audited Balance sheets or CA certificate for Turnover should be submitted.
3	Bidder or lead bidder (in case of Consortium) should have positive net worth as on 31st march 2018.	CA certificate mentioning the same should be submitted.
4	Any member of consortium should have been engaged in at least 1 large project of value above Rs.20.00 crores involving services to Govt./PSU during the last three financial years.	Work Order or completion certificate mentioning the value of project should be submitted.
5	Any member of consortium should have been engaged in implementing at least one project involving implementation at more than 100 locations.	Work Order or completion certificate mentioning the value of project should be submitted.
6	Lead bidder in case of consortium must have been engaged in a project involving manpower deployment of more than 200 resources.	Work Order or completion certificate mentioning the value of project should be submitted.
7	Any member of consortium must have been engaged in Operating Pathology labs or Sample Collection for Pathology labs catering to more than 100 Govt. health facilities.	Work Order or completion certificate mentioning the value of project should be submitted.
8	Any member of consortium should be certified for PCCMI level 3 or above and SEI CMMI level 3 or above for services.	Certificate valid as on date of bid Submission shall be submitted.
9	The lead Bidder & Consortium Partner should not be blacklisted by center Govt./any State or UT Govt./PSU in India as on date of submission of proposal.	Declaration mentioning that the bidder is not blacklisted shall be submitted.

Technical Evaluation Criteria::

Sr. NO.	Evaluation Criteria	Maximum score
1	Bidder of lead bidder (In case of consortium) should have average annual turnover of Rs.40 Crore or above during the last 3 financial years (i.e. 2015-16,2016-17, 2017-18). >=20Cr. to <30 Cr.= 5 marks >=30Cr. to <40 Cr.= 10 marks >=40Cr. = 20 marks	15
2	Any member of consortium should have been engaged in minimum 1 large project of value above Rs.20.00 Crores involving services to Govt./PSU, during the last three financial years. 1 Project= 10 marks 2 Project= 15 marks 3 Project= 20 marks	20
3	Any member of consortium should have been engaged in implementing at least one project involving implementation at more than 100 locations. >=100 to <200 locations = 10 marks >=200 to <300 locations= 15 marks >=300 locations = 20 marks	20
4	Lead bidder in case of consortium must have been engaged in a project involving manpower deployment of more than 200 resources. >=200 to <400 resources = 5 marks >=400 to <600 resources = 10 marks >=600 resources = 15 marks	15
5	Any member of consortium must have been engaged in Operating Pathology Labs or Sample Collection for Pathology Labs catering to more than 100 Govt. health facilities. >=100 to <200 facilities = 10 marks >=200 to <300 facilities = 15 marks >=300 facilities = 20 marks	20
6	151-89 accredited Certification for labs 1 mark per 151-89 accredited Certification for labs	10
	Grand Total	**100**

Instruction for Bidders:

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 'E' only.
e) The tenders (technical and financial) shall be submitted on online (with a covering letter as per Appendix 'A') before the last date of submission. Late tenders / bids shall not be considered.

2. Inspection of Site and Equipment

The interested bidder may inspect 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 Director (PH) of Medical & Health Department 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), tender fees & MD (RISL) fees as specified in the Notice Inviting Tender (NIT) in the shape of Bank Draft / Bankers cheque from any Schedule Bank. RISL processing fee in favor of MD (RISL) payable at Jaipur and EMD & Tender fee in favor of Director (PH) payable at Jaipur.
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 Medical & Health Department, 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 Medical & Health Department, if it fails to furnish the required performance security within the specified period.

4. Preparation of Tender

The bids shall be made e-tendering on www.eproc.rajasthan.gov.in only.

- The tender will be marked in bold letter as "TECHNICAL BID" which shall be sent forwarding letter ("Appendix-A") and shall include the following:
  a. Receipt regarding payment of Tender Cost.
  b. Bank Draft /Bankers Cheque towards E.M.D. DD/ Banker's cheque towards the cost of tender and RISL processing fees.

c. Confirmation regarding furnishing Performance Security in case of award of contract.
d. Original tender upload electronically and filled tenders should be sign electronically.
e. Particulars of the bidder as per "Appendix-D"
f. Copy of the Income Tax Returns acknowledgement for last 3 years assessment years.
g. Power of attorney in favor of signatory to tender documents and signatory to Service Provider Authorization letter.
h. Copy of the certificate of registration of EPF, ESI and GST with the appropriate authority.
i. A declaration from the bidder in the format given in the "Appendix-G" 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,

a. The bidder shall provide an authorization letter as per perform given in "Appendix - B".
b. 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 Performa given in "Appendix -C". which is certified by authority where service render.

- The second part shall contain the financial proposal and shall be marked in bold letters as "FINANCIAL BID FOR STATE ". Prices shall be inclusive of all taxes & duties and quoted in the Performa enclosed at "Appendix E" as per scope of work / service to be rendered.

5. Tender Validity Period

The tender shall remain valid for 2 year 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 as per rule.

6. Tender Submission

Technical and financial bid should be uploaded on e-procurement site (www.eproc.rajasthan.gov.in) if they have any query the bidder will contact Project Director and Nodal officer MNJY RMSC & officer of In-charge MNJY, Room -9, New Building , Medical and Health Department. The conditional tender should not be accepted.
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.

Eligibility Criteria :

1. The Bidder shall be a sole provider or a group of persons (maximum 2) 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.
2. The group 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 or an equivalent law applicable in the state.
3. The bidder (individual company or member of consortium) shall have at least 3 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 Performa 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 Medical and Health department 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.)
4. The Bidder shall have 7 Laboratories at each zonal level and provide laboratory reports for a minimum of 25 lacs tests per annum in one or more States of India.
5. The Bidders are not presently blacklisted by any State Govt. or its Organizations by Govt. of India or its organizations.
6. The bidders shall have a minimum turnover of Rs.40 crore per annum in last three financial years, duly attested by CA.
7. The bidder is an individual company then he must be registered in company Act and attached its copy.
8. All zonal laboratories should be as per guideline of 151-89 accredited.
9. The bidder shall have minimum 20 crore net worth certified by CA.

Proposed Advance Test List For Out Source Mode

List of tests for outsourcing from District Hospital				
Type of facility	Total no. of facilities	No. of facilities requiring outsourcing	No. of tests to be outsourced	List of tests to be outsourced
DH/SH/SDH	54	54	40	1. Pap smear
				2. Biopsy
				3. IHC
				4. FNAC
				5. Bonemarrow smear examination
				6. WBC cytochemistry
				7. Body fluid for malignant cells
				8. AFP
				9. HCG
				10. CA 125
				11. CA 19,9
				12. CA 5 , 3
				13. CEA
				14. PSA Free
				15. PSA Total
				16. S. Ferritin
				17. S. Iron
				18. S. Irion binding capacity
				19. G6PD
				20. ANA
				21. Microalbuminurea
				22. FT3
				23. FT4
				24. TSH
				25. TPO
				26. TORCH
				27. FSH
				28. LH
				29. Prolactin
				30. Insulin
				31. DHEAS
				32. Vitamin B12
				33. Folic acid
				34. HbA1C(HPLC)
				35. Urine c&s
				36. CSF c&s
				37. Throat swab c&S

				38. CRP quantitative
				39. ASLO quantitative
				40. Thalassimia Profile by HPLC

Appendix J

Proposed Advance Test List For Out Source Mode

Name of test Proposed for Out Source Mode			TAT	Proposed Rate SMS	Method (Type of equipment Used)
1.	Pathology	Pap smear	2-3 days	60	Manual Method
2.		Biopsy	7-8days	150	Fully Auto Tissue Processer
3.		IHC	15 days	500	Automated
4.		FNAC	2-3 days	60	Manual Method
5.		Bonemarrow smear examination	3-5 days	60	Manual Method
6.		WBC cytochemistry	8-10 days	100	Manual Method
7.		Body fluid for malignant cells	2-3 days	60	Cytospin
8.	Tumour marker	AFP	1-2 days	200	Chemiluminescence
9.		HCG	1-2 days	200	Chemiluminescence
10.		CA 125	1-2 days	320	Chemiluminescence
11.		CA 19,9	1-2 days	708	Chemiluminescence
12.		CA 15 , 3	1-2 days	644	Chemiluminescence
13.		CEA	1-2 days	200	Chemiluminescence
14.		PSA Free	1-2 days	389	Chemiluminescence
15.		PSA Total	1-2 days	200	Chemiluminescence
16.	Biochemistry	S. Ferritin	Up to 24 Hrs.	200	Chemiluminescence
17.		S. Iron	Up to 24 Hrs.	60	Chemiluminescence
18.		S. Irion binding capacity	Up to 24 Hrs.	60	Chemiluminescence
19.		G6PD	Up to 24 Hrs.	25	By Kit Method
20.		ANA	Up to 24 Hrs.	300	Chemiluminescence
21.		Microalbumanaria	Up to 24 Hrs.	150	By Kit Method
22.		FT3	Up to 24 Hrs.	100	Chemiluminescence

23.		FT4	Up to 24 Hrs.	100	Chemiluminescence
24.		TSH	Up to 24 Hrs.	100	Chemiluminescence
25.		Anti TPO AB	Up to 24 Hrs.	250	Chemiluminescence
26.		TORCH Profile	Up to 24 Hrs.	1400	Chemiluminescence
27.		FSH	Up to 24 Hrs.	150	Chemiluminescence
28.		LH	Up to 24 Hrs.	150	Chemiluminescence
29.		Prolactin	Up to 24 Hrs.	150	Chemiluminescence
30.		Insulin	Up to 24 Hrs.	200	Chemiluminescence
31.		DHEAS	Up to 24 Hrs.	400	Chemiluminescence
32.		Vitamin B12	Up to 24 Hrs.	300	Chemiluminescence
33.		Folic acid	Up to 24 Hrs.	300	Chemiluminescence
34.		Hb A1C HPLC	Up to 24 Hrs.	200	HPLC
35.	Microbiology	Urine culture C&S	2-3 days	600	Automated identification and sensitivity for aerobic bacteria (Vitek-2)
36.		CSF culture C&S	2-3 days	600	Automated identification and sensitivity for aerobic bacteria (Vitek-2)
37.		Throat swab C&S	2-3 days	600	Automated identification and sensitivity for aerobic bacteria (Vitek-2)
38.		CRP quantitative	Up to 24 Hrs.	185	Turbidimetric
39.		ASLO quantitative	Up to 24 Hrs.	185	Turbidimetric
40.	HPLC	Thalassemia	1-2 days	500	HPLC

APPENDIX –A

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

Date: .....

To

Director (PH)
Directorate Medical & Health Services,
Swasthya Bhawan , C-Scheme, Tilak Marg, Jaipur, Rajasthan

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

1. We are submitting, here with our tender for providing Special investigation services for 46 Number of hospitals in the state.

2. We are enclosing Receipt No..... or Bank Draft/Bankers Cheque No....., Dated.....(amount.....)towards tender cost/fee and Bank Draft / Bankers Cheque/Bank ..... Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn on..... Bank in favor of Director (PH), Directorate Medical & Health Services, Jaipur, Rajasthan.\

3. MD (RISL) processing fees Rs 1000/-. DD/ Banker Cheque no..... date favor to MD (RISL)

4. Affidavit attach with stamp Rs 1000 by notary public Attested Declaration by Bidder Appendix- G

5. We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per term and condition no. .....

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

Enclosures:
1.
2.
3.
4.

Signature of the Bidder.....
Seal of the Bidder.....

APPENDIX –B

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

To
Director (PH)
Directorate Medical & Health Services,
Swasthya Bhawan , C-Scheme, Tilak Marg,
Jaipur, Rajasthan

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.

Original letter shall be attached to the tender.

APPENDIX - C

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED

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

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							

Note: Attach extra sheet for above Performa if required.

Signature.....

Name .....

APPENDIX – D

PARTICULARS OF THE BIDDER'S COMPANY

(To be submitted by all tenderers / bidders)

1. Name
2. Type of Organization: Prop./Partnership/Company/Consortium/Trust/ Not for Profit Organization
3. Address of Service centers in the region:
   (a) Total No. of services personnel at the existing centers:
   (b) Total No. of locations where organization currently has centers:
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, VAT, Service Tax) GST
   (d) PAN No.
   (e) Audited Accounts Statement for past three financial years
   (f) Copy of Income Tax Return for past three financial years
   (g) 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
FINANCIAL BID

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

1. Name of the tender .....

2. Prices Quoted :-

S.no.	Name of Test	Cost per Test (in Rs.)	Taxes/Duties. % and Amount (in Rs.)			Total Price (in Rs.)
			Tax	%	Amt	
	(i)	(ii)		(iii)		(iv)
	List of test					
1	Pap smear					
2	Biopsy					
3	IHC					
4	FNAC					
5	Bonemarrow smear examination					
6	WBC cytochemistry					
7	Body fluid for malignant cells					
8	AFP					
9	BHCG					
10	CA 125					
11	CA 19,9					
12	CA 15 , 3					
13	CEA					
14	PSA Free					
15	PSA Total					
16	S. Ferritin					
17	S. Iron					
18	S. Irion binding capacity					
19	G6PD					
20	ANA					
21	Microalbumanaria					
22	FT3					
23	FT4					
24	TSH					

25	TPO					
26	TORCH Profile					
27	FSH					
28	LH					
29	Prolactin					
30	Insulin					
31	DHEAS					
32	Vitamin B12					
33	Folic acid					
34	Hb A1C (HPLC)					
35	Urine culture c&s					
36	CSF culture c&s					
37	Throat swab c&S					
38	CRP quantitative					
39	ASLO quantitative					
40	Thalassemia HPLC					

Note- I/we are agree to do all of these test below/above .....%.

APPENDIX – F

Performa for Bank Guarantee

To
Director (PH)
Directorate Medical & Health Services,
Swasthya Bhawan , C-Scheme, Tilak Marg,
Jaipur, Rajasthan

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 Dialysis 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 a firm 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 a foreside, 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 6 months after the contract termination date .....(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 -G

Declaration by Bidder

I / We ..... agree that we shall keep our price valid for a period of 1 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. Organization / Govt. Health Institutions.

Signature of the bidder:

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate/Notary Public in Rs.1000.00 stamp

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(f) not obstruct any investigation or audit of a procurement process;

(g) disclose conflict of interest, if any; and

(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

a. have controlling partners/ shareholders in common; or

b. receive or have received any direct or indirect subsidy from any of them; or

c. have the same legal representative for purposes of the Bid; or

d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice Inviting Bids No..... Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of bidder
Name :
Designation:
Address:

Doc1

Annexure C:

Grievance Redressal during Procurement Process

The designated and address of the First Appellate Authority is DIRECTOR (PH), MEDICAL AND HEALTH SERVICES, RAJASTHAN, JAIPUR

The designation and address of the Second Appellate Authority is PRINCIPAL SECRETARY, MEDICAL & HEALTH DEPARTMENT, RAJASTHAN, JAIPUR.

1) Filing an Appeal If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

   Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

   Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

2) The officer to whom an appeal is filed under Para (I) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days of the appeal.

   If the officer designated under Para (I) fails to dispose of the appeal filed within the period specified in pare (2), or if the Bidder or prospective Bidder or Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective Bidder or Procuring Entity as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

3) Appeal not to lie in certain cases No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:

   a. Determination of the need of procurement;
   b. Provisions limiting participation of Bidders in the Bid process;
   c. The decision of whether or not to enter into negotiations;
   d. Cancellation of a procurement process;
   e. Applicability of the provisions of confidentiality.

4) Form of Appeal

a. An appeal under Para (I) OR (3) above shall be in the annexed Form along with as many copies as there respondents in the appeal.

b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts states in the appeal and proof of payment of fee.

c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority.

5) Fee for filing Appeal

a) fee for the first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.

b) The fee shall be paid in the form of bank demand draft or banker"s cheque of a Scheduled Bank in India payable inthe name of Appellate Authority concerned.

6) Procedure for Disposable of Appeal

a) The First Appellate Authority or Second Appellate Authority, as the case may be up on filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

- I Hear all the parties to appeal present before him; and
- Pursue or inspect documents, relevant records or copies thereof relating to the matter.

c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

d) The order passed under sub clause (c) above shall also be placed on the State Public Procurement Portal.

Annexure D

1. Correction of arithmetical errors

Provided that a Responsive Bid is substantially responsive, the Procuring Ent correct arithmetical errors during the evaluation of Bids on the following

i. if there is a discrepancy between the unit price and the total price that is ob by multiplying the unit price and quantity, the unit price shall prevail and th price shall be corrected, unless in the opinion of the Procuring Entity there obvious misplacement of the decimal point in the unit price, in which cas total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtract subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words prevail, unless the amount expressed in words is related to an arithmetic er which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correct errors, its Bid shall be disqualified and its Bid Security shall be forfeited or it Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services ori specified in the Bidding Documents may be increased or decreased by a sp percentage, but such increase or decrease shall not exceed twenty percent, of the qu specified in the Bidding Documents. It shall be without any change in the unit pri other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subsidiary matter of procurement or pr less than the quantity specified in the Bidding Document due to change in circumstance Bidder shall not be entitled for any claim or compensation except otherwise provided Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procur placing a repeat order on the rates and conditions of the original order. However additional quantity shall not be more than 30% of the value of Goods of the or contract and shall be within one month from the date of expiry of last supply. I Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance s by limited Bidding or otherwise and the extra cost incurred shall be recovered fro Supplier.