



राजस्थान सरकार
निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं,
राजस्थान, जयपुर

दूरभाष सं० : 0141-2224878

ई-मेल: rmisc.mnjy@gmail.com

क्र.: एफ04()एमएनजेवाई / आऊट सोर्स मोड / 2019-20 /

866

दिनांक : 29.03.19

Clarification/Corrigendum/Amended

Sub- Revised bid information of advertisement No F04 (MNJY /outsourse mode/2019-20 /768 dated 02.03.2019.

In reference to above cited subjected Revised Technical & Financial Terms & Conditions as below-

RFP Point No./Page. No.	Existing provision /conditions/Firms Suggestion	Amended/clarified /added/ Provision/ condition														
E-Tender Date	<table><tr><th>Schedule</th><th>Time and Dates</th></tr><tr><td>Last date for Submission of Bids</td><td>28.03.2019 at 5.00 p.m.</td></tr><tr><td>Opening of tender Document</td><td>29.03.2019 at 11.00 a.m.</td></tr></table>	Schedule	Time and Dates	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.	<table><tr><th>Schedule</th><th>Time and Dates</th></tr><tr><td>Last date for Submission of Bids</td><td>15.04.2019 at 5.00 PM</td></tr><tr><td>Last date for Submission Original Document</td><td>16.04.2019 at 12.00 PM</td></tr><tr><td>Opening of tender Document</td><td>16.04.2019 at 03.00 PM</td></tr></table>	Schedule	Time and Dates	Last date for Submission of Bids	15.04.2019 at 5.00 PM	Last date for Submission Original Document	16.04.2019 at 12.00 PM	Opening of tender Document	16.04.2019 at 03.00 PM
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Project Background Point No.13 /Page no- 4	13.इस हेतु फर्म की सातों जोन स्तर पर 151-89 गाईडलाइन के अनुसार प्रमाणित प्रयोगशाला स्थापित होना या किया जाना आवश्यक है।	13. इस हेतु फर्म को सातों जोन स्तर पर ISO 151-89 गाईडलाइन के अनुसार प्रयोगशालायें स्थापित कर 8 माह के भीतर प्रस्तावित 40 जॉचों में से 70% एवं 1 वर्ष के भीतर शत प्रतिशत जॉचों को NABL से प्रमाणित करवाया जाना आवश्यक है। निर्धारित अवधि में जिन जॉचों को एनएबीएल से प्रमाणित नहीं करवाया जाता है, उन जॉचों की कुल राशि का भुगतान एनएबीएल से प्रमाणित होने तक नहीं किया जावेगा।														
Project Background Point No.14 Page no- 4	14. प्रत्येक जोनल प्रयोगशाला में पैथोलॉजिस्ट, माइक्रोबायोलॉजिस्ट एवं बायोकैमिस्ट का होना आवश्यक है।	14. प्रत्येक जोनल प्रयोगशाला में ISO 151-89 गाईडलाइन अनुसार पैथोलॉजिस्ट, माइक्रोबायोलॉजिस्ट एवं बायोकैमिस्ट का होना आवश्यक है।														
Project Background Point No.24 Page no- 5	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।	24. प्रस्तावित विशिष्ट जॉचों की बेस दर एसएमएस चिकित्सालय की निर्धारित दरों एवं सीजीएचएस (एनएबीएल) दरों में से जो न्यूनतम हो, के द्वारा निर्धारित की गई है।														
Project Background Point No.25 Page no- 5	25. चिकित्सा संस्थानों में सैम्पल कलैक्शन का कार्य प्रातः 8.00 बजे से रात्रि 8.00 बजे तक किया जावेगा।	25. चिकित्सा संस्थानों में सैम्पल कलैक्शन का कार्य प्रातः 8.00 बजे से रात्रि 8.00 बजे तक किया जावेगा एवं चिकित्सा संस्थानों के कलैक्शन सेन्टर से जोनल प्रयोगशालाओं में सैम्पल दोपहर 2. बजे एवं रात्रि 8.00 बजे प्रेषित किये जावेंगे। टैट की गणना मरीज के सैम्पल कलैक्शन के साथ बारकोडिंग लगाने के उपरांत ही आरम्भ मानी जावेगी।														
Project Background Point No.32 Page no- 5		32. चिकित्सा संस्थानों में की जा रही जॉचों की मॉनिटरिंग हेतु फर्म को स्वयं का डेश बोर्ड विभाग के लिए उपलब्ध करवाना होगा।														



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Appendix – H Pg. No. 6- 7	प्रमुख चिकित्सा अधिकारी चिकित्सालयों की सुची	प्रमुख चिकित्सा अधिकारी चिकित्सालयों की सुची जिला/उपजिला/सेटलाइट अनुसार संलग्न कर दी गई है।
<u>Terms & Conditions</u> <u>1. Signing of Contract</u> <u>Pg.No 8</u>	The contract shall be valid for a period of 24 months from the date of commencement on the availability of budget from NHM PIP.	The contract shall be valid for a period of 24 months from the date of commencement of work.
<u>Terms & Conditions</u> <u>2. Modification to Contract</u> <u>Pg. No. 8</u>	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.	Technically and financially successful bidder awarded letter of acceptance. After getting LOA bidder must signed contract/agreement within 15 days and bidder should provide services within 1 month from date of agreement/contract. Services shall be valid for a period of 24 months from the date commencement of work 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.
<u>Terms & Conditions</u> <u>3. performance Security</u> <u>Pg. No. 8</u>	<u>3. Performance Security</u> 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	Total tender cost approximately Rs. 120 Crore (2 Year) the successful bidder shall furnish a performance security in the favor of Director PH M & H, Jaipur for 5 percent of total tender value amount : • <u>3. Performance security.-</u> (1) Performance security shall be solicited from



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	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	all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement. (2) The amount of performance security shall be five percent. In case of MSME of Rajasthan it shall be one percent of the amount of quantity ordered for.
3	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. • 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. 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 c. 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	supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order. (3) Performance security shall be furnished in any one of the following forms- (a) deposit though eGRAS; (b) Bank Draft or Banker's Cheque of a scheduled bank; (c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master; (d) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the RTPP rule 2013 point number 42 for bid security; (e) Fixed Deposit Receipt (FDR) of a scheduled 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



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	Rules 2013 are applicable. If applicable, bidder should be g. registered excise dept. and other government dept. h. The Bid enquiry documents are not transferable.	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. (4) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
<u>Terms & Conditions</u> <u>6.Periodicity of Payment</u> <u>Pg.no9</u>	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.	The payment will be made in 30 days after submitting all bills on every month through RTGS. 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, GST and other statutory deductions as per applicable laws. For any situation no interest will be paid on payment to the bidder.
<u>Terms & Conditions</u> <u>8.Penalization</u> <u>n Pg. no. 10-11</u>	<u>8. Penalization</u> 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	<u>8. Penalization-</u> A). The upkeep time of LIS (Lab Information System) and reporting services should be 100%, but a single shut down shall not be more than of 10 days in total contract period. Service provider shall make alternative arrangements for reporting of the cases at the approved rates alternative arrangements made in case the system is out of order/shut down for greater than 24 hours.



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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 fulfilled.

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/-,

- If shut down extends beyond TAT + 3 days then. penalty will be 10 % of total test cost .
- If shut down extends beyond TAT + 4 to 30 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 any amount to the alternate arrangement.
- After 30 Day s performance security Forfeited after hearing the service provider And action to be taken as per RTPP Act 2012 and rule 13.

C). The Service provider shall not sell or transfer or sublease any proprietary rights or entrust to any other third party for running the proposed scheme, the duration for which the contract or agreement has been issued.

D).After completion of the tenure of tender, the provider will be provide complete digital reports record in digital form within 30 days of closer date to concern authorities .

E).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 every 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.

F).The service provider will be penalized in case of increase TAT then 10% (according to RTPP act 2012 & rule 2013) of the payment per test reporting deducted.

G). 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



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	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.	impose the penalty as per RTPP Act 2012 & rule 2013.
Quality assurance for in house tests :- Pg. no. 11 	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.	5) The service provider shall also check a 1 % of samples per month in any NABL accredited laboratory or laboratories. 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 whole month tests for that matter shall be deducted.
1. General Terms & Conditions	c) Services provider should have a established laboratory at state level as per guideline of 151-	c) Services provider should established 7 zonal laboratory as per guideline of 151-89. and within 8 month should get NABL
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Pg.no. 11-14

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

certification 70% test of proposed test list and 100% NABL certification of proposed test list within 1 year. If service provider failed to get NABL certification of particular test in prescribed limit than total amount of that test should be deducted in monthly bill, till bidder get NABL certificate.

All Zonal lab should maintain their accreditation status as per guideline 151-89 throughout the period of contract.

d) The Service Provider should provide renewed 151-89 accreditation certificate for all seven zonal laboratories within 60 days after the expiry of accreditation status.

e) If zonal lab as informed loses accreditation status or any tests under contract is/are deleted from the approved scope of as per guideline of ISO 151-89 accreditation then penalized total test amount done in that month.

f) Deleted and see point no. e

g) Deleted and see point no. e

h) 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 TAT avoiding inconvenience to patients.



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

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

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.

r) Each zonal level laboratory should have Pathologist, Microbiologist and Biochemist as per ISO 151-89 guideline.

v) The state government may increase/ decrease the number of facilities and number of test in future.

F)The Service provider shall provide logistic systems for sample transfer and reporting of tests on time by hiring a Fastest mode. The diagnostic test reports shall be reported by the service provider electronically within the stipulated time frame. The service provider should provide Dash Board for monitoring. 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.

**Evaluation
of tenders ::
Point No. 4
Pg. No.16-20**

**Quality
and Cost
Based
Selection.**

Quality Cost Based System

**STAGE 1: TECHNICAL BIDS
EVALUATION BIDDER**

**STAGE 2: FINANCIAL BID
EVALUATION**

**STAGE 3: CONVERSION OF
FINANCIAL BID AMOUNT
TO SCORE**

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

Pre Qualification Criteria:

Technical Qualification Criteria:

Sr N.	Criteria	Supporting Documents
1	Tender fee in Rs..... shape of DD or banker's Cheque.	Uploaded photo copy at time of bid submission and hard copy should be submitted within stipulated time frame.
2	RISL fees in Rs..... shape of DD or banker's Cheque.	Uploaded photo copy at time of bid submission and hard copy should be submitted within stipulated time frame.
3	Bid security in shape of DD or banker's Cheque or bank guarantee	Uploaded photo copy at time of bid submission and hard copy should be submitted within



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दिनांक :

Technical Qualification
Criteria

	or deposit through e-GRAS from any. At time of bid submission.	stipulated time frame.
4	Authorization letter as per Performa given in appendix B.	Uploaded photo copy at time of bid submission and hard copy should be submitted within stipulated time frame.
5	Appendix D	Certificate of EPF, ESI, GST, PAN No. and copy of ITR for past 3 financial years.
6	The Bidder (Lead bidder in case of consortium) should be a Firm/Company/Trust/Society registered under the Companies Act and should have been incorporated for minimum 5 years as on date of bid submission.	Copy of registration Certificate should be submitted.
7	The Bidder (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)	Audited Balance sheets or CA certificate for Turnover should be submitted.
8	Lead bidder or consortium (in case of Consortium) should have 20.00 cr. net worth as on 31 st March 2018.	CA audited certificate mentioning the same should be submitted.
9	Lead bidder or consortium should have been engaged in at least 1 large project of value above Rs.20.00 cr. involving services to Govt./PSU/Pvt.	Proof or certificate of work Order or completion certificate mentioning the value of project should be submitted.



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	during the last three financial years.	
10	Lead bidder or consortium must have been engaged in Operating Diagnostic services or Sample Collection for Diagnostic labs catering to more than 54 health facilities.	Proof or Certificate mentioning the operating diagnostic facilities should be submitted.
11	Lead bidder or consortium must have been engaged in a project involving manpower deployment for diagnostic services more than 200 resources.	Proof or certificate mentioning the number of deployment manpower should be submitted.
12	Lead bidder or consortium should be certified for either PCCMI or CMISCV for health services.	Proof or Certificate valid as on date of bid Submission shall be submitted.
13	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 on non judicial stamp paper Rs. 1000.00 mentioning that the bidder is not blacklisted shall be submitted.
14	Lead bidder or consortium should have at least one NABL accredited lab anywhere in India and having all the test quoted in tender.	Proof or Certificate valid as on date of bid Submission shall be submitted.

तकनीकी रूप से सफल निविदा दाता फर्म की ही वित्तीय निविदा खोली जावेगी एवं वित्तीय निविदा में न्यूनतम दर वाली फर्म को सफल घोषित किया जावेगा।



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**Instruction
for Bidders
Page no- 21
Point No.3.**

**Earnest
Money
Deposit
(EMD)**

1. Earnest Money Deposit (EMD) (Bid Security)

a) The tender shall be accompanied by Earnest Money Deposit (EMD) (**Bid Security**), 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 in favor of RISL processing fees of MD (RISL) payable at Jaipur and EMD (**Bid Security**) & Tender fee in favor of Director (PH) payable at Jaipur.

(1) Bid security shall not be taken in case of petty procurement valuing up to rupees ten thousand and procurement by the methods of limited bidding under clause (b) and (c) of sub-section (1) of section 30, request for quotations, spot purchase, single source procurement and competitive negotiations.

(2) In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

(3) In lieu of bid security, a bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

(4) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.

(5) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

(6) The bid security may be given in the form of cash, a banker's cheque or demand draft or



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bank guarantee, in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

(7) The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid 21 security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.

(8) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.

(9) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

(10) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

(11) The Bid security taken from a bidder shall be forfeited in the following cases, namely:- (a) when the bidder withdraws or modifies its bid after opening of bids; (b) when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period; (c) when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified; (d) when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and (e) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.

**Tender
validity
Period Page
no- 22
Point No.5.**

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

The tender shall remain valid for 2 year from date of commencement of work 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 RTPP



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दिनांक :

	consent as per rule.	Act 2012 & rule 2013.																																				
Eligibility criteria Period Page no- 23 Point No.4.	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 Indi	Point No. 4. Deleted.																																				
Eligibility criteria Period Page no- 23 Point No.6	1. The bidders shall have a minimum turnover of Rs.40 crore per annum in last three financial years, duly attested by CA.	1. The bidders (Lead bidder in case of consortium) shall have a minimum turnover of Rs.40 crore per annum in last three financial years, duly attested by CA.																																				
Eligibility criteria Period Page no- 23 Point No.8.	8- All zonal laboratories should be as per guideline of 151-89 accredited.	8. Lead bidder or consortium should have at least one NABL accredited lab anywhere in India and having all the test quoted in tender.																																				
Eligibility criteria Period Page no- 23 Point No.9.	9- The bidder shall have minimum 20 crore net worth certified by CA.	9. Lead bidder or consortium (in case of Consortium) should have 20.00 cr. net worth as on 31st march 2018.																																				
Eligibility criteria Period Page no- 23 Point No.10.		10. Lead bidder or consortium should be certified for either PCCMI or CMISCV for health services.																																				
Proposed Advance test list for Outsource Mode Pg. No. 24-25		12 CA 15, 3																																				
APPENDIX -J Pg. No. 25-26		<table><tr><th colspan="3">Name of test Proposed for Out Source Mode</th><th>TAT</th><th>Proposed Rate SMS</th><th>Method (Type of equipment Used)</th></tr><tr><td>1.</td><td>Pathology</td><td>Pap smear</td><td>2-3 days</td><td>60</td><td>Manual Method</td></tr><tr><td>2.</td><td></td><td>Biopsy</td><td>7-8days</td><td>93</td><td>Fully Auto Tissue Processer</td></tr><tr><td>3.</td><td></td><td>IHC</td><td>15 days</td><td>500/Per make r</td><td>Automated</td></tr><tr><td>4.</td><td></td><td>FNAC</td><td>2-3 days</td><td>60</td><td>Manual Method</td></tr><tr><td>5.</td><td></td><td>Bonemarr</td><td>3-5 days</td><td>60</td><td>Manual</td></tr></table>	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	93	Fully Auto Tissue Processer	3.		IHC	15 days	500/Per make r	Automated	4.		FNAC	2-3 days	60	Manual Method	5.		Bonemarr	3-5 days	60	Manual
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		ow smear examination			Method
6.		WBC cytochemistry	8-10 days	100	Manual Method
7.		Body fluid for malignant cells	2-3 days	60	Cytospin
8.	Tumor 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	Spectrometry
18.		S. Iron binding capacity	Up to 24 Hrs.	60	Spectrometry
19.		G6PD	Up to 24 Hrs.	115	Enzymatic
20.		ANA	Up to 24 Hrs.	230	ELISA
21.		Microalbuminuria	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



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29.		Prolactin	Up to 24 Hrs.	150	Chemiluminescence
30.		Insulin	Up to 24 Hrs.	173	Chemiluminescence
31.		DHEAS	Up to 24 Hrs.	400	Chemiluminescence
32.		Vitamin B12	Up to 24 Hrs.	288	Chemiluminescence
33.		Folic acid	Up to 24 Hrs.	300	Chemiluminescence
34.		Hb A1C HPLC	Up to 24 Hrs.	150	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.	184	Turbidimetric
39.		ASLO quantitative	Up to 24 Hrs.	184	Turbidimetric
40.		Thalassemia Profile	1-2 days	500	Capillary Electrophoresis /HPLC

APPENDIX
-A Pg. No.
27

As per attached.

APPENDIX
-B Pg. No.
28

As per attached.

APPENDIX
-E Pg. No.
31-32

FINANCIAL BID

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

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.)
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दिनांक :

			T a x	%	A m t	
	(i)	(ii)	(ii)	(ii)	(ii)	(ii)
	List of test					
1	Pap smear	60				
2	Biopsy	93				
3	IHC	500/ Per make r				
4	FNAC	60				
5	Bonemarro w smear examinatio n	60				
6	WBC cytochemis try	100				
7	Body fluid for malignant cells	60				
8	AFP	200				
9	BHCG	200				
10	CA 125	320				
11	CA 19,9	708				
12	CA 15, 3	644				
13	CEA	200				
14	PSA Free	389				
15	PSA Total	200				
16	S. Ferritin	200				
17	S. Iron	60				
18	S. Iron binding capacity	60				
19	G6PD	115				
20	ANA	230				
21	Microalbu manaria	150				
22	FT3	100				
23	FT4	100				
24	TSH	100				
25	TPO	250				
26	TORCH Profile	1400				
27	FSH	150				
28	LH	150				
29	Prolactin	150				
30	Insulin	173				
31	DHEAS	400				
32	Vitamin B12	288				



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क्रं: एफ04()एमएनजेवाई/ आऊट सोर्स मोड/2019-20/

दिनांक :

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राजस्थान

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 54 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 Sir,

We,----- are the purpose 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 Firm]

Note:

1. This letter of authorization should be on the letterhead of the firm and should be
signed by a top executive of the firm.

Original letter shall be attached to the tender.

APPENDIX -G

Affidavit by Bidder

I / We agree that we shall keep our price valid for a period of 2 year from the date of approval. I / We will abide by all the terms & conditions set forth in the tender documents No. /

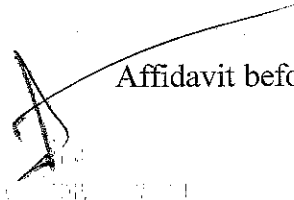
I / We do hereby declare I / We have not been de- recognized / black listed by any State Govt.

/ 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

Appendix H

प्रमुख चिकित्सा अधिकारी चिकित्सालयों की सुची

S.No.	Institution
1.	Alwar (DH)
2.	Kalakua (Alwar) (SH)
3.	Beawar (Ajmer) (DH)
4.	Kekri (Ajmer) (SDH)
5.	Kishangarh (Ajmer) (SDH)
6.	Nasirabad (Ajmer) (SDH)
7.	Barmer (DH)
8.	Bharatpur (DH)
9.	Bhilwara (DH)
10.	Banswara (DH)
11.	Baran (DH)
12.	Balotara (Barmer) (SDH)
13.	Shahpura (Bhilwara) (SH)
14.	Bundi (DH)
15.	Chittorgarh (DH)
16.	Nimbaheda (Chittorgarh) (SDH)
17.	Churu (DH)
18.	Ratangarh (Churu) (SDH)
19.	Sujangarh (Churu) (SDH)
20.	Dausa (DH)
21.	Dholpur (DH)
22.	Badi (Dholpur) (SDH)
23.	Dungarpur (DH)
24.	Sagwara (Dungarpur) (SDH)
25.	Shri Ganganagar (DH)
26.	Hanumangarh (DH)
27.	Kotputali (Jaipur) (SDH)
28.	Chaksu (Jaipur) (SDH)
29.	Jaisalmer (DH)
30.	Jalore (DH)
31.	Jhunjhunu (DH)
32.	Nawalgarh (Jhunjhunu) (SDH)
33.	Jhalrapatan (Jhalawar) (SH)
34.	Digadi Kalan (Jodhpur) (SH)
35.	Phalodi (Jodhpur) CHC
36.	Karauli (DH)
37.	Hindon (Karauli) (SDH)
38.	Kuchaman City (Nagaur) (SDH)
39.	Nagaur (DH)
40.	Deedwana (Nagaur) (SDH)
41.	Ladnu (Nagaur) (SDH)
42.	Pali (DH)
43.	Sojat (Pali) (SDH)
44.	Pratapgarh (DH)
45.	Rajsamand (DH)
46.	Nathdwara (Rajsamand) (SDH)
47.	Sawai Madhopur (DH)
48.	Gangapur city (Sawai Madhopur) (SDH)
49.	Sikar (DH)
50.	Ajitgarh (Sikar) (SDH)
51.	Neem ka thana (Sikar) (SDH)
52.	Sirohi (DH)
53.	Tonk (DH)
54.	Salumbar (Udaipur) (SDH)

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 anticompetitive 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 the 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 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 tofor procurement ofin response to their Notice inviting Bids No.....Dated.....I/wehereby 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 Entry;
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 :

Annexure C :Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Dy.Secretary Youth Affairs & Sports Department Govt. of Rajasthan.The designation and address of the Second Appellate Authority is

Principal Secretary Youth Affairs & Sports Department Govt. of 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 (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the 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.

(4) Appeals 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 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

(5) Form of Appeals:-

- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee,
- (c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing Appeal:-

- (a) Fee for 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 in the name of appellate authority concerned.

(7) Procedure for disposal of Appeal:-

- (a) The first appellate authority or second appellate authority as the case may be, upon 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
 - (ii) Peruse 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.

5

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the 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 subtraction of 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 shall prevail, unless the amount expressed in words is related to an arithmetic error, in 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 correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid 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 originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (i) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

(2)

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.