

**Government of Rajasthan
Directorate of Medical & Health Service
Rajasthan, Jaipur**

Request for Proposal

For

**“Advance investigation’s on Outsource Mode at
District/ Sub District/Satellite Hospitals”**

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REQUEST FOR PROPOSAL (RFP)

1. वर्तमान में राज्य के जिला/उपजिला/सैटेलाईट चिकित्सालयों/में मुख्यमंत्री निशुल्क जांच योजनान्तर्गत 56 जांचे एवं 40 विशिष्ट जांचे सभी श्रेणी के मरीजों हेतु निःशुल्क उपलब्ध है।
1. मेडिकल कॉलेज संलग्न चिकित्सालयों में मरीजों एवं जांचों का 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 दबाव ओर अधिक बढ़ जाता है।
2. भारत सरकार से प्राप्त गाईड लाईन अनुसार वे जांचें जो कि कम मात्रा में हो, जिनके उपकरण मंहगें हो एवं जिनके लिये विषय विशेषज्ञ उपलब्ध नहीं हो पा रहे हो, उन 40 विशिष्ट जांचों की सेवाओं हेतु दर संविदा किए जाने का निर्णय लिया गया है।
3. प्रस्तावित 40 विशिष्ट जांचों को जिला/उपजिला/सैटेलाईट चिकित्सालयों में निःशुल्क उपलब्ध करवाया जाना है ताकि मरीजों को यह जांचे उसी चिकित्सालय में उपलब्ध हो सकें। इससे मरीजों एवं जांचों का दबाव मेडिकल कॉलेज संलग्न चिकित्सालयों में कम करने में मदद मिलेगी।
4. जिला/उपजिला/सैटेलाईट चिकित्सालयों में यह जांचे निःशुल्क उपलब्ध रहेगी। जांचों का विवरण एवं दर Appendix J पर उपलब्ध है।
5. वर्तमान में सामान्यतः 54 जिला/उपजिला/सैटेलाईट चिकित्सालयों में औसतन 20,000 विशिष्ट जांचें प्रतिदिन की जा रही हैं। अतः मरीजों को विशिष्ट जांचे कार्य आरम्भ अवधि से एक वर्ष के लिये निःशुल्क उपलब्ध करवाने हेतु "Request for proposal" (RFP) निविदा आमंत्रित की जाती है।
6. निविदा प्रपत्र वेबसाइट www.eproc.rajasthan.gov.in/ चिकित्सा विभाग की वेबसाइट <http://rajswasthya.nic.in> से डाउनलोड/आवेदन किया जा सकता है।



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Project Background:

2. वर्तमान में राज्य के जिला/उपजिला/सैटेलाईट चिकित्सालयों में मुख्यमंत्री निःशुल्क जांच योजनान्तर्गत 56 जांचे एवं 40 विशिष्ट जांचे सभी श्रेणी के मरीजों हेतु निःशुल्क उपलब्ध है।
3. मेडिकल कॉलेज संलग्न चिकित्सालयों में मरीजों एवं जांचों का 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 दबाव और अधिक बढ़ जाता है।
4. भारत सरकार से प्राप्त गाईड लाईन अनुसार वे जांचें जो कि कम मात्रा में हों, जिनके उपकरण महंगे हों एवं जिनके लिये विषय विशेषज्ञ उपलब्ध नहीं हो पा रहे हों, की अनुपालना में 40 विशिष्ट जांचों की सेवाएँ दर संविदा के माध्यम से लिए जाने का निर्णय लिया गया है।
5. प्रस्तावित 40 विशिष्ट जांचों को जिला/उपजिला/सैटेलाईट चिकित्सालयों में निःशुल्क उपलब्ध करवाया जाना है ताकि मरीजों की यह जांचे उसी चिकित्सालय में हो सकें। इससे मरीजों एवं जांचों का दबाव मेडिकल कॉलेज संलग्न चिकित्सालयों में कम करने में मदद मिलेगी।
6. चिकित्सा संस्थानों में विशिष्ट जांचें मरीजों को संबंधित चिकित्सा संस्था के चिकित्सकों द्वारा चिकित्सकीय परामर्श उपरान्त लिखी जावेगी इस हेतु संबंधित चिकित्सा संस्थान पर सैम्पल कलेक्शन की व्यवस्था फर्म को अपने स्तर पर करनी होगी।
7. फर्म को कलेक्शन सेन्टर हेतु "चिन्हित" स्थान जिला/उपजिला/सैटेलाईट चिकित्सालयों में प्रमुख चिकित्सा अधिकारी की अनुमति पश्चात् आवंटित किया जायेगा। (लिस्ट का पेज न0)
8. चिन्हित स्थान पर सैम्पल कलेक्शन हेतु प्रशिक्षित मैन पॉवर, फर्नीचर, कन्जूमेबल्स (वाईल्स,सिरीन्ज, कटर, स्पीट स्वाब, सेन्ट्रीफ्यूज मशीन डोमेस्टिक फ्रिज, बायोप्सी हेतु फोर्मलिन जार, एफएनएसी हेतु फिक्सेटिव, कोपलिन जार, स्लाईड, क्लचर जांच संबंधित मिडिया वाईल, पीपीई किट एवं इन से संबंधित समस्त सामग्री) की व्यवस्था फर्म को ही करनी होगी।
9. मरीजों का ऑनलाइन रजिस्ट्रेशन सैम्पल कलेक्शन हेतु फर्म द्वारा किया जावेगा, मरीजों को ऑनलाइन एवं ऑफलाइन रिपोर्ट देने की व्यवस्था फर्म द्वारा किया जाना सुनिश्चित करना होगा। इस हेतु फर्म/बिडर द्वारा मशीन withman मय इन्टरनेट सुविधा तथा उपकरण संचालन में आने वाले बिजली के बिल व अन्य व्यय रख-रखाव व साफ-सफाई की व्यवस्था स्वयं के स्तर पर करनी होगी। इसके लिए पृथक से सबमीटर लगवाना होगा।
10. सैम्पल कलेक्शन और रिपोर्टिंग काउण्टर सम्बन्धित प्रमुख चिकित्सा अधिकारी द्वारा चिन्हित स्थान पर करना होगा।
11. मरीजों को जांच रिपोर्ट निविदा में बताये गयी समय सीमा (TAT) के अन्दर ऑनलाइन एवं ऑफलाइन उपलब्ध करवाना चयनित फर्म द्वारा सुनिश्चित करना होगा।
12. फर्म को सातों जोन में प्रवेश स्तर (entry level) पर ISO 151-89 गाईडलाइन के अनुसार प्रयोगशालायें स्थापित करनी होगी।
13. प्रत्येक जोनल प्रयोगशाला को Appendix J में वर्णित शतप्रतिशत जांचों का नियमानुसार त्रैमासिक (Quarterly) EQAS करवा कर राज्य स्तर पर गुणवत्ता रिपोर्ट प्रस्तुत करनी होगी।
14. प्रत्येक जोनल प्रयोगशाला में ISO 151-89 गाईडलाइन अनुसार जांचों हेतु पैथोलॉजिस्ट, माइक्रोबायोलॉजिस्ट एवं बायोकैमिस्ट सभी का होना आवश्यक है।
15. फर्म द्वारा जोन स्तर पर स्थापित प्रत्येक प्रयोगशाला में तीन विशेषज्ञ चिकित्सक (1. पैथोलॉजिस्ट 2. माइक्रोबायोलॉजिस्ट 3. बायोकैमिस्ट) को नियुक्त करना आवश्यक होगा जिन्हें कम से कम 10 वर्ष का अनुभव होना चाहिये।

16. जोनल प्रयोगशालाओं में फर्म द्वारा पदस्थापित किये जाने वाले लैब टैक्नीशियनों की न्यूनतम शैक्षणिक योग्यता 10+2 बायोलॉजी एवं डीएमएलटी होनी आवश्यक है। राजस्थान राज्य या अन्य राज्यों के स्टेट काउंसिल में रजिस्टर्ड प्रार्थी को पदस्थापन में प्राथमिकता दी जानी आवश्यक है।
17. फर्म को प्रयोगशालाओं में पदस्थापित किये जाने वाले आवश्यक स्टाफ, विशेषज्ञ चिकित्सकों, लैब टैक्नीशियन, अन्य कर्मचारियों एवं उपकरणों की सूची अनुबंध करने पश्चात् एवं कार्य आरम्भ करने की निर्धारित अवधि से पूर्व विभाग को प्रस्तुत करना आवश्यक है।
18. कार्य की अवधि कार्य आरंभ करने की तिथि से 1 वर्ष की होगी, जिसे RTTP नियमानुसार बढ़ाया जा सकेगा।
19. फर्म का संदिग्ध गतिविधियों (Fradulent & Corrupt Practices) में लिप्त पाये जाने पर आरटीपीपी एक्ट 2012 एवं नियम 2013 के प्रावधानों अनुसार कार्यवाही की जा सकती है।
20. यदि कोई सैम्पल हीमोलाइज्ड/या कम मात्रा में/वाइलस की टूटने की स्थिति में/गलत नम्बरिंग होने पर उसकी रिपोर्टिंग नहीं हो पाती है तो मरीज का दुबारा सैम्पल लिया जाकर फर्म द्वारा रिपोर्टिंग की जाएगी जिसके लिए विभाग द्वारा फर्म को अतिरिक्त भुगतान देय नहीं होगा।
21. फर्म द्वारा सैम्पल ट्रांसपोर्टेशन का कार्य कोल्ड चैन विधि के माध्यम से किया जायेगा।
22. फर्म द्वारा चिकित्सा संस्थानों में प्रस्तावित विशिष्ट जाँचों के डिस्पले बोर्ड विभाग द्वारा अनुमोदन पश्चात् बनवाने होंगे।
23. इमरजेन्सी प्रकरणों में आवश्यकता होने पर संबंधित चिकित्सा अधिकारी द्वारा फर्म के हैल्पलाईन नं० पर जानकारी मांगने पर रिपोर्ट तुरन्त उपलब्ध करवानी होगी। अतः फर्म द्वारा सभी संबंधित चिकित्सा संस्थानों को हैल्पलाईन नं० उपलब्ध करवाने आवश्यक है।
24. चिकित्सा संस्थानों में सैम्पल कलैक्शन का कार्य प्रतिदिन प्रातः 8.00 बजे से रात्रि 8.00 बजे तक किया जावेगा एवं चिकित्सा संस्थानों के कलैक्शन सेन्टर से जोनल प्रयोगशालाओं में सैम्पल दोपहर 2.00 बजे एवं सांय 8.00 बजे प्रेषित किये जावेंगे। टैट की गणना मरीज के सैम्पल कलैक्शन के साथ बारकोडिंग लगने के उपरांत ही आरम्भ मानी जावेगी।
25. चिकित्सा संस्थानों में मरीजों को विशिष्ट जाँचों हेतु लिखे जाने वाली विभाग द्वारा अनुमोदित कार्बन लैस (Test Requisition Form) टीआरएफ में सम्बंधित चिकित्सक को जाँच का नाम मय मरीज के रोग का संक्षिप्त विवरण एवं जाँचों की संख्या लिखनी होगी एवं स्वयं का स्पष्ट हस्ताक्षर, नाम मय मोहर लगानी होगी, उसके उपरांत ही कलैक्शन सेन्टर द्वारा टीआरएफ ली जावेगी। कार्बन लैस टीआरएफ की मूल प्रति सम्बन्धित चिकित्सा संस्थान में प्रतिदिन जमा करवाना आवश्यक है।
26. फर्म द्वारा प्रत्येक माह में भुगतान हेतु दिये गये प्रत्येक बिल के साथ प्रत्येक चिकित्सा संस्थान में पृथक पृथक चिकित्सकों द्वारा मरीजों को लिखी गई विशिष्ट जाँचों के नाम एवं संख्या की प्रमाणित सूची भी संलग्न करनी होगी। इन दस्तावेजों की अनुपलब्धता में फर्म को संबंधित चिकित्सा संस्थान का भुगतान नहीं किया जावेगा।
27. फर्म की प्रत्येक जोनल प्रयोगशालाओं का चिकित्सा एवं स्वास्थ्य विभाग द्वारा गठित कमेटी द्वारा अर्द्धवार्षिक मूल्यांकन किया जावेगा एवं मूल्यांकन में मैन पॉवर, उपकरण, रिजेंट एवं कंज्यूमेबलस से सम्बन्धित बिन्दुओं की समीक्षा की जावेगी। कमी पाये जाने पर आरएफपी की शर्तों अनुसार फर्म को भुगतान की जाने वाली राशि में से कटौति की जावेगी।
28. मरीजों को रिपोर्ट फर्म को स्वयं के लेटर हेड पर उपलब्ध करवानी होगी एवं चीफ पैथोलॉजिस्ट/माइक्रोबायोलॉजिस्ट/बायोकेमिस्ट द्वारा प्रतिदिन लगभग दस प्रतिशत (प्रत्येक जोनल प्रयोगशाला) रिपोर्ट पर हस्ताक्षर करना आवश्यक है एवं गाईडलाइन ISO 151-89 (2013) के अनुसार रिपोर्टों को दिया जाना है।
29. चिकित्सा संस्थानों में की जा रही जाँचों की मॉनिटरिंग हेतु फर्म को स्वयं का डेश बोर्ड विभाग के लिए उपलब्ध करवाना होगा।

Terms & Conditions for advanced 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 and the successful bidder will be required to sign and submit the contract unconditionally within 07 days of receipt of such electronic communication through e-proc and SPP portal. The contract shall be valid for a period of 1 years from the date of commencement of work.

2. Existance of Contract

Technically and financially successful bidder will be awarded letter of acceptance. After getting LOA bidder must sign contract/agreement within 07 days. Bidder should provide service within 1 month from date of agreement/contract. Service shall be valid for a period of 1 Year from the date of commencement of work and it could be extended as per RTTP rules by mutual consent.

3. Bid security Deposit

The tender shall be accompanied by Bid security Deposit in the shape of Bank Draft / Bankers Cheque/ e-Grass/Bank Gurantee from any Schedule/Nationalized Bank in favor of Director PH Medical & Health Services ,Jaipur , RISL processing fees in favour of MD (RISL) payable at Jaipur

(1) Open competitive tender bid security shall be 2% or as specified by the State Government of Rajasthan, 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.

(2) In lieu of bid security, a bid security 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.

(3) Bid security instrument or e-Gras receipt of bid security or a bid security declaration as the case may be, shall necessarily accompany the sealed bid.

(4) 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.

(5) The bid security may be given in the form of a banker's cheque or demand draft Bank Gurantee of a scheduled/nationalized bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

(6) 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 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.

(7) 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.

(8) 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.

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

(10) 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 RTPP Act 2012 and Rule 2013.

4. Performance Security- Performance security will taken as per

(1) Performance security shall be taken from all successful bidders except the departments 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.

(2) The amount of performance security shall be 2.5 percent of total Tender value. In case of MSME of Rajasthan it shall be 0.5 percent of the amount of quantity ordered for 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 one percent of the amount of supply order.

(3) Performance security shall be furnished in any one of the following forms-

(a) deposit through e-GRAS;

(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. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the performance 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.

(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 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 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.

(5) RTTP Rule 75 A shall also be applicable.

5. 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 labour 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 service, 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.

6. Income Tax Deduction at Source

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

7. Periodicity of Payment

The payment will be made in 30 days after submitting all bills on every month through RTGS. The bidder will raise its invoice on completion of service during this period duly accompanied by evidences of service 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 service provider.

8. Execution of Agreement

(1) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.

(2) The successful bidder shall sign the procurement contract within a period of 7 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.

(3) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within the specified period, the procuring entity shall take action against the successful bidder as per the provisions of the RTTP Act 2012 and Rule 2013 of these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of the lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.

(4) The successful bidder shall be asked to execute the agreement on a non-judicial stamp of specified value at its cost.

(5) In case the firm fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract, the Director (PH) M&H reserves the right to impose the penalty and will be able to take action as per RTTP Act 2012 & rule 2013.

9. Penalization

The upkeep time of LIS (Lab Information System) and reporting service should be 100%, but a single shut down shall not be more than 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.

(a) If shut down extends beyond up to 3 continuous days then penalty will be 10 thousand per Lab per day

(b) If shut down extends beyond the above-mentioned period (a) then the service provider shall pay an average per zonal lab amount of revenue collected per day. For each day of shutdown despite providing alternate arrangements at the cost of the service provider. In any case, Departments/facilities do not pay any amount to the alternate arrangement.

(c) After 10 days performance security will be forfeited after hearing the service provider and action will be taken as per RTTP Act 2012 and rule 13.

(d) The service provider shall be penalized in case of increase TAT then 10% of the payment per test shall be deducted.

e). The service provider shall be bound to observe all the instructions issued by the department concerning general discipline and behavior. In case, any person employed by the service provider is inefficient, quarrelsome, infirm, in valid 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 may also be imposed on the service provider 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 ISO 151-89 -Rs. 10000/- on every instance and subsequently surprise sample shall be sent in other Two NABL labs if deviation of report or beyond acceptability, is found.

10. Transfer or sublease the work

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.

11. 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 service, to the authority and also submit equipment calibration report before commencement of work.

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 technical committee constitute by Medical and Health department shall be conducted half yearly.

5) The service provider shall also check a 0.25% of patients 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

- a) The Medical & Health Department shall provide a list of 54 DH/SDH/Satellite Hospitals.(Appendix H).The Medical & Health department may 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.

- b) The Service provider should adhere to Standard Operating Procedures (SOPs) for each of the service finalized in consultation with the Authority.
- c) Service provider should established 7 zonal laboratory as per guideline of ISO 151-89.
- d) The Laboratory has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Fund Commissioner and Employees State Insurance Corporation or other local bodies/Govt. bodies as per the existing rules or as amended from time to time.
- e) 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/Director DMHS
- f) 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 Service provider He will be responsible to compensate for the losses so suffered by the department.
- g) The firm will be responsible for any type of statutory/mandatory claims or penalties arising out of default in results of Investigation. The Medical and Health department in any case shall not be liable to such defaults.
- h) Daily worksheet is submitted which should tally with results. Missing report of investigation shall have to be conveyed by laboratory at own cost/effort within TAT avoiding inconvenience to patients.
- i) 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.
- j) 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 Service provider shall be bound to replace the same with in the time period assigned by the hospital authorities.
- k) The Service provider shall be liable to make alternate arrangements in case of the absence of any staff deployed for collection of samples.
- l) The Service provider shall deploy sufficient Trained (MLT Tech) staff for collection of Blood samples and other samples and shall provide consumables e.g. gloves/sprit/alcohol swab/vaccoutaners/needle/sterilize bottle/Culture bottles/biopsy Container preservative/for FNAC slides and fixatives needle destroyer disinfection solution for these equipment used.
- m) Each zonal level laboratory should have Pathologist, Microbiologist and Biochemist as per ISO 151-89 guideline.
- n) Laboratory technicians deputed in zonal laboratory should be 10+2 Biology + DMLT and registered in paramedical council of Rajasthan or other state council.
- o) Provision of the storage of the report and clinical data shall be arranged by the service provider.
- ~~p) Every Half yearly review of the performance and observance of terms and conditions including quality of tests shall be carried out by a technical committee appointed by the Medical & Health dept.~~

- q) 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 service at service provider's end. (vi)Report form should have name of hospital and service provider zonal lab.
- r) The patient information and reports shall be tagged to a unique id generated by service provider.
- s) The service provider should provide patient reporting data in electronic storage form to concern institute every month.
- t) 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 after recording the reason their to; as per rules.
- B) Bid shall remain valid for 90 days.
- C) Engagement of delivery of service agreed upon, shall be provided by the service provider; medical, technical and other personnel service for operating and managing the collection center and Zonal laboratories centers where samples shall be sent for analytical purposes shall be ensured by the Service provider.
- D) All the operational cost related to functioning of equipment, Human Resource and consumables at all zonal laboratories 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 Fastest mode. The diagnostic test reports shall be reported by the service provider electronically within the stipulated time frame. The service provider shall 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.
- G) Service provider shall provide a signed report from qualified Pathologists/Bio-chemist/Micro-biologist (as applicable) having an MCI recognized Post Graduat degree and shall provide at least 3 chiefs of each stream that is Pathologists/Bio-chemist/Micro-biologist shall have minimum 10 year experience in same .
- 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 facilities 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 shall 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 department shall arrange quarterly meeting along with service provider and incharges of zonal laboratories in order to resolve shortcomings of work and grievance redressal.
- M) After completion of the tenure of tender, the service provider shall be provide complete digital reports record in digital form within 30 days of closer date to concern facilities.
- N) After completion of the tenure of tender the service provider shall be allowed to vacate the space of collection centers within a period of 15 days, in all the facilities.
- O) The prices under this contract shall be subjected to price clause of RTPP rule 2013. If the firm (Rate Contract holder) quotes/reduces price to render similar service at price lower then the rate contract price to any one in the state any time during the operation of the rate contract the rate price shall be automatically reduced with effect from the date of reducing or quoting lower prices for all delivery of service under that rate contract and rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price notifying them to reduce their order given them. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their price. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

2. 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 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. All legal proceedings, if necessary arise to institute may by any of the parties (Government or Contract) shall have to be lodged in courts situated in Jaipur, Rajasthan and not elsewhere



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. The decision of the Medical & Health Department to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify technical bid, will be considered.

2. 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 as per rules. 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. Technical Qualification Criteria:

Sr. N.	Essential Criteria's	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 or deposit trough e-GRAS from any. At time of bid submission.	Uploaded photo copy at time of bid submission and hard copy should be submitted within 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.
Important Criteria's		
5	Appendix D	Certificate of EPF ,ESI, GST, PAN No. and copy of ITR for past 3 fy year.
6	The Bidder (Lead bidder in case of consortium) should be a Firm/Company/Trust/Society	Copy of registration Certificate should be submitted.

	registered under the companies Act and should have been incorporated for minimum 3 years as on date of bid submission.	
7	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. 2018-19, 2019-20, 2020-21	Audited Balance sheets alongwith CA certificate for Turnover should be submitted.
8	Lead bidder or consortium must have been engaged in Operating Diagnostic service for last 3 years.	The experience certificate of last 3 years as a Proof, mentioning the operating diagnostic facilities should be submitted.
9	Lead bidder or consortium should have 1 NABL accredited laboratory in India having 10% of the scope of the test	Proof or certificate mentioning the number of deployment manpower should be submitted.
10	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 bid.	Declaration on non judicial stamp paper Rs. 1000.00 mentioning that the bidder is not blacklisted shall be submitted. Appendix-G
11	The lead bidder or consortium should be certified for PCCMI level 3 or above & SEI CMMI level 3 or above for services.	
12	GST clearance certificate	Uploaded photo copy at time of bid submission and

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 inclusive all taxes and duties. This shall be quoted in the format as per attached Appendix 'E' only online.
- 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 as per rule.

2. Inspection of Site and Equipment

The interested bidder may inspect respective locations where the service 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).

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. Bid security 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 financial 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 service 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 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 should be submitted online only and do not attached or upload appendix E or BOQ with technical bid if found so then bidders shall be disqualified.

5. Tender Validity Period

- The tender shall remain valid for 1 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 Act 2012 & rule 2013.

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.

It should be accordance online tender. Online submitted rate will be considered rate as actual offer.

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.

8. Pre Bid meeting

To clarify and reply the quires on any issue /matter related to this bid, a pre bid meeting will be held in the conference hall of DMHS, Swasthya bhawan on dated and time as mentioned in Bid documents, written representation regarding clarification sought /suggested, shall only be accepted on or before the date of pre bid meeting, thereafter representation will not be accepted.

9. Mandatory Documents for Technical Qulification-

In absence of below mentioned documents the technical bid shall be liable to be rejected.

- 1- Certificate of experience (3 year)
- 2- Certificate of turnover –Balance sheet and CA Certified
- 3- Certificate of Net worth - Balance sheet and CA Certified
- 4- Bid Security
- 5- Certificate of Incorporation
- 6- GST Clearance certificate
- 7- NABL accredited laboratory –documants
- 8- Black list certificate
- 9- Certification for PCCMI level 3 or above & SEI CMMI level 3 or above for services.



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. In consortium 1 must be principal /led partner that shall have all legal liabilities. A bidder cannot be as sole provider as well as a partner in a consortium. 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.
2. The bidder (individual company or member of consortium) shall have at least 3 years experience in carrying out similar type of assignment/service 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.)
3. The Bidders are not presently blacklisted by any State Govt. or its Organizations by Govt. of India or its organizations.
4. 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.
5. The lead bidder or consortium should have 1 NABL accredited laboratory having 10% of the scope of the test.
6. The lead bidder or consortium should be certified for PCCMI level 3 or above & SEI CMMI level 3 or above for services.



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

Date:

To

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

Sub: Tender for advance investigation on outsource mode under Tender No....
Sir,

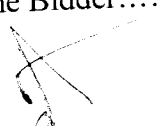
1. We are submitting, here with our tender for providing Special investigation service for 54 DH/SDH/ satellite hospital in the state.
2. We are enclosing Receipt No..... or Bank Draft/Bankers Cheque No....., Dated.....(amount.....)towards tender cost/fee and Bank Draft / Bankers Cheque/Bank Dated..... (Amount.....) towards Bid declaration form in favor of Director (PH), Directorate Medical & Health Service, 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 Service,
Swasthya Bhawan , C-Scheme, Tilak Marg,
Jaipur, Rajasthan

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

Dear Sir,

We,..... are the purpose of ----
----- (name of service(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 service.

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 service provider
and should be signed by a top executive of the firm.**

Original letter shall be attached to the tender.



APPENDIX – D
PARTICULARS OF THE BIDDER'S COMPANY

(To be submitted by all tenders / 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 service 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) 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:

Place:

Name

Office Seal

**APPENDIX – E
FINANCIAL BID**

(To be submitted by all tenders / Bidders online only)

1. Name of the tender
2. Prices Quoted :- I/we are agree to do all of these test below/above%. (Both write in words and numbers) The prices shall be inclusive all taxes & duties.

S.no.	Name of Test	Cost per Test (in Rs.) CGHS Non NABL/SMS RMRS
1	Pap smear	150
2	Biopsy	90
3	IHC	750
4	FNAC	200
5	Bone marrow smear examination	70
6	WBC cyto chemistry	100
7	Body fluid for malignant cells	150
8	AFP	300
9	BHCG	289
10	CA 125	391
11	CA 19-9	616
12	CA 15- 3	560
13	CEA	340
14	PSA Free	312
15	PSA Total	375
16	S. Ferritin	200
17	S. Iron	90
18	S. Iron binding capacity	80
19	G6PD	100
20	ANA	200
21	Micro albuminaria	70
22	FT3	106
23	FT4	106
24	TSH	90
25	TPO	150
26	TORCH Profile	1120
27	FSH	150
28	LH	150
29	Prolactin	150
30	Insulin	150
31	DHEAS	400
32	Vitamin B12	250
33	Folic acid	300
34	Hb A1C (HPLC)	130
35	Automated Urine C&S	600
36	Automated CSF C&S	600
37	Automated Throat swab C&S	600
38	CRP quantitative	160
39	ASLO quantitative	160
40	Thalassemia HPLC	560

APPENDIX – F

Performa for Bank Guarantee

To
Director (PH)
Directorate Medical & Health Service,
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 advance investigation service at 54 DH/SDH/satellite hospital.

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
Affidavit by Bidder

I / We agree that we shall keep our price valid for a period mention in the bid document. 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 सूची

Zone	S.No.	Pmo Name
Jaipur	1	Alwar (DH)
	2	Kala Kuan Alwar (SH)
	3	Jhunjhunu (DH)
	4	Nawalgadh (SDH)
	5	Sikar (DH)
	6	Ajeetgarh (SDH)
	7	Neem Ka Thana (SDH)
	8	Dausa (DH)
	9	Kotputali (SDH)
	10	Chaksu (SH)
Jodhpur	11	Pali (DH)
	12	Sojat city (SDH)
	13	Jalore (DH)
	14	Sirohi (DH)
	15	Balotra (SDH)
	16	Barmer (DH)
	17	Jaisalmer (DH)
	18	Digadi Kalan (SH)
	19	Phalodi (CHC)
Udaipur	20	Salumbar (SDH)
	21	Nathdwara (SDH)
	22	Rajsamand (DH)
	23	Dungarpur (DH)
	24	Sagwara (SDH)
	25	Chittorgarh (DH)
	26	Nimbaheda (SDH)
	27	Banswara (DH)
	28	Pratapgarh (DH)
Kota	29	Bundi (DH)
	30	Baran (DH)
	31	Jhalrapatan (SH)
Ajmer	32	Beawer (DH)
	33	Kekri (SDH)
	34	Kishangarh (SDH)
	35	Nasirabad (SDH)
	36	Deedwana (SDH)
	37	Kuchaman City (SDH)
	38	Ladnu (SDH)
	39	Nagaur (DH)
	40	Tonk (DH)
	41	Bhilwara (DH)
	42	Shahpura (SH)
Bikaner	43	Sri ganganagar (DH)

	44	Hanumangarh (DH)
	45	Churu (DH)
	46	Ratangarh (SDH)
	47	Sujangarh (SDH)
Bhartpur	48	Hindaun (SDH)
	49	Karauli (DH)
	50	Bhartpur (DH)
	51	Dholpur (DH)
	52	Dholpur Bari (SDH)
	53	Gangapur city (SDH)
	54	Sawai Madhopur (SDH)

Appendix- J

Proposed Advance Test List For Out Source Mode

Name of test		TAT (Turn Around Time)	Proposed Rate	Method (Type of equipment Used)	
1.	Pathology	Pap smear	2-3 days	150	Manual Method
2.		Biopsy	7-8days	90	Fully Auto Tissue Processor
3.		IHC	15 days	750	Automated
4.		FNAC	2-3 days	200	Manual Method
5.		Bonemarrow smear examination	3-5 days	70	Manual Method
6.		WBC cytochemistry	8-10 days	100	Manual Method
7.		Body fluid for malignant cells	2-3 days	150	Cytospin
8.	Tumour marker	AFP	1-2 days	300	
9.		HCG	1-2 days	289	Chemiluminescence Chemiluminescence
10.		CA 125	1-2 days	391	Chemiluminescence
11.		CA 19,9	1-2 days	616	Chemiluminescence
12.		CA 15 , 3	1-2 days	560	Chemiluminescence
13.		CEA	1-2 days	340	Chemiluminescence
14.		PSA Free	1-2 days	312	Chemiluminescence
15.		PSA Total	1-2 days	375	Chemiluminescence
16.	Biochemistry	S. Ferritin	Up to 24 Hrs.	200	Chemiluminescence
17.		S. Iron	Up to 24 Hrs.	90	Spectrometric
18.		S. Iron binding capacity	Up to 24 Hrs.	80	Spectrometric
19.		G6PD	Up to 24 Hrs.	100	Enzymatic
20.		ANA	Up to 24 Hrs.	200	Chemiluminescence
21.		Microalbumanaria	Up to 24 Hrs.	70	By Kit Method
22.		FT3	Up to 24 Hrs.	106	Chemiluminescence
23.		FT4	Up to 24 Hrs.	106	Chemiluminescence
24.		TSH	Up to 24 Hrs.	90	Chemiluminescence

25.		Anti TPO AB	Up to 24 Hrs.	150	Chemiluminescence
26.		TORCH Profile	Up to 24 Hrs.	1120	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.	150	Chemiluminescence
31.		DHEAS	Up to 24 Hrs.	400	Chemiluminescence
32.		Vitamin B12	Up to 24 Hrs.	250	Chemiluminescence
33.		Folic acid	Up to 24 Hrs.	300	Chemiluminescence
34.		Hb A1C HPLC	Up to 24 Hrs.	130	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.	160	Turbidometric
39.		ASLO quantitative	Up to 24 Hrs.	160	Turbidimetric
40.	HPLC	Thalassemia	1-2 days	560	Capillary Electrophoresis/HPLC

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 service 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 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 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 : Signature of bidder

Place : Name :

Designation :

Address :

Annexure C :Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is MD NHM and Joint Secretary M&H Govt. of Rajasthan. The designation and address of the Second Appellate Authority is **Secretary M&H 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 there under, 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 authorized 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.

**FORM No. 1 [See rule 83 of RTPP]
Memorandum of Appeal under the Rajasthan
Transparency in Public Procurement Act, 2012**

Appeal Noof

Before the(First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
(Supported by an affidavit)

7. Prayer:

.....

Place

Date

Appellant's Signature

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 service 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 service, 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.

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.