



**ODISHA STATE HEALTH & FAMILY WELFARE SOCIETY, ODISHA**  
**MISSION DIRECTORATE, NATIONAL HEALTH MISSION, ODISHA**

**NOTICE INVITING TENDER (NIT)**

**NATIONAL COMPETITIVE BIDDING**

**FOR**

**LABORATORY SERVICES**

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Section 1

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

Website: [www.nhmodisha.gov.in](http://www.nhmodisha.gov.in)

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## NOTICE INVITING TENDER (NIT)

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

Date: 23.11.2022

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

3. **Schedule of Events**

Sl.	Description	Date/Place
1	Date of availability of Bid Document	23.11.2022 to 13.12.2022
2	Website for downloading of Tender Document	<a href="http://www.nhmodisha.gov.in">www.nhmodisha.gov.in</a>
3	Cost of the Tender Document	Rs. 5,900/-
4	Pre bid Meeting (Date & Time)	29.11.2022, 3.30 PM
5	Venue for Pre-Bid Meeting / Opening of Bid	Mission Directorate, NHM Annex Building of SIH&FW, Nayapalli, Unit-8, Bhubaneswar - 751012, Odisha
6	Closing Date and Time of Receipt of Bid	13.12.2022 up to 3 PM (Address same as mentioned above)
7	Time, Date and Venue of Opening of Technical Bid	13.12.2022, 4 PM At Mission Directorate, NHM Annex Building of SIH&FW, Nayapalli, Unit-8, Bhubaneswar - 751012, Odisha

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

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

## INSTRUCTIONS TO BIDDER

### 1. General Instructions

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

### 2. Inspection of Site

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

### 3. Earnest Money Deposit (EMD)

- b. The bid shall be accompanied by **Earnest Money Deposit (EMD)** of **Rs. 5 Lakhs** in the form of Bank Draft / Bankers cheque from any Schedule Bank in favour of "Mission Director, NHM" payable at Bhubaneswar while submitting the Tender.
- c. No Bidding entity is exempted from deposit of EMD. Bids submitted without EMD shall not be considered.
- d. The EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of the resultant agreement. The EMD of the successful Service provider will be returned without any interest, after receipt of performance security as per the terms of agreement.
- d. EMD of Bidder may be forfeited without prejudice to other rights of the bid inviting authority, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid or if it comes to notice that the information / documents furnished in its Bid is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful Bidder's EMD will also be forfeited without prejudice to other rights of bid inviting authority, if it fails to furnish the required performance security within the specified period.

### 4. Preparation of Bid

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

- I. The **first envelope** shall be marked in bold letter as "TECHNCIAL BID" which shall be sent with forwarding letter **Format-T1** and shall include the following:
  - a. Bid document cost in the shape of Bank draft drawn in favour of "Mission Director,

NHM" payable at Bhubaneswar for the amount of non refundable fee, if the Bid documents have been downloaded from web.

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

In addition to the above documents

1. The bidder shall have to furnish the annual turnover statement as per proforma given in **Format-T3**
  2. The bidder shall provide information regarding their existing laboratory centres as per proforma given in **Format-T4**
  3. The bidder shall provide certificate of similar laboratory services provided in private/public sector in last three years and user's certificate regarding satisfactory completion of such job as per proforma given in **Format-T5**
  4. Detail Implementation Plan proposed for the project in **Format-T6**
- II. The **second envelope** shall contain the financial proposal and shall be marked in bold letters as "**FINANCIAL BID**". Prices shall be inclusive of all taxes & duties and quoted in the proforma enclosed at **Format-F** as per scope of work / service to be rendered.
- III. Both the envelopes (Technical Bid & Financial Bid) shall be put in another **outer envelope** and shall be sealed and superscripted with "**Proposal for Laboratory Services**", **RFP Reference No. & Due date**.

#### 5. Bid Validity & Contract Period

For the purpose of award of contract, the Bids shall remain valid for a period of 180 days from the date of bid submission. The contract shall be executed for a period of "**5 years**" from the date of signing of contract and hence the prices quoted shall remain valid for the duration of the contract.

#### 6. Bid Submission

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

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

#### 7. Opening of Bids:

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

## EVALUATION OF BIDS

### 1. Scrutiny of Bids

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

### 2. Infirmary / Non-Conformity:

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

### 3. Bid Clarification:

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

### 4. Selection Process

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

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

## JOB DESCRIPTION

### I. Responsibilities of the Service Provider:

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

### II. Responsibilities of the District Authority

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

### III. Scope of the Work

The obligations of the service provider/firm under this service contract shall include following service activities and commitments. The details of **various services** required at **different locations** and **type of facilities** are given in **Annexure-A**

1. Service provider shall follow Standard Operating Procedures (SOPs) as approved by the authority.
2. Engagement of delivery of services agreed to be provided by the service provider; medical, technical and other personnel for operating and managing of centres where samples shall be sent for analytical purposes; and engagement of laboratory technician in identified public health facilities, will be ensured by the service provider. The state health authority reserves the right to add/delete/modify the list of tests prescribed at various levels of public health facilities and to add/reduce the total



- number of facilities for which contract has been signed.
3. All the **operational cost** related to functioning of equipment, Human Resource and consumables at all laboratories when samples shall be sent for analytical purposes, all logistics for transportation of samples from spoke to hubs shall be borne by the Service Provider.
  4. The service provider shall also provide logistic systems for sample transfer and reporting of tests. The diagnostic test reports shall be reported by the service provider electronically within the stipulated time frame. The provision of IT peripherals, connectivity for downloading laboratory reports and printing shall remain the responsibility of the Service provider. The Service provider shall declare all logistic capability, number of people deployed for logistics, mode of transport, Standard Operating Procedures (SOP's) for sample collection, transport storage and preservation of the sample from the collection point to laboratory.
  5. Service provider shall provide a **signed report** from **qualified medical professionals** with **minimum P.G qualification in related speciality** (Microbiology / Pathology etc.)
  6. Time frame for reporting of all results shall be as per attached **Annexure A**. All critical results shall be reported within 3 hours of dispatch of sample from the facility using IT support. Critical tests results shall be communicated to the concerned for facility telephonically. Records of actions taken in case of critical results shall be maintained by the provider. These include date, time, and responsible laboratory staff member and examination results. IT support systems along with connectivity for transmission of all results to corresponding health facility shall be the responsibility of the service providers.
  7. Service provider shall declare list of all the equipments in position and station where they are placed, all Human Resource including Laboratory specialist and Laboratory technicians.
  8. The service provider should keep a record of Notifiable infectious Diseases and Communicable diseases. The information of the same to be sent to the medical record department within 12 hours of report generation and to keep a record of the same.
  9. The Service provider shall manage the following records:
    - a) Daily Patients Register
    - b) Report Register
    - c) Critical value reporting test Register
    - d) Turnaround time (TAT) Register
  10. The service provider shall provide **online real-time (web based) software driven dashboard** for monitoring of service delivery with key performance indicators as desired by the procurer. The details of the laboratory tests performed (Patient ID, Type of test, Date, Sample collection time, Test Report Time, Turnaround Time calculated by test report time – sample collection time etc.) in a day / month (Institution / Dist wise) **must be available** in the online software for the purpose of monitoring, reporting and payment. The **training** on the online dashboard (for monitoring as well as verification of the no. of laboratory tests and it's details) shall be imparted by the Service Provider at the district / institution level.
  11. All the modalities (Manpower, Infrastructure, Logistic, Electricity etc. required for providing Laboratory services will be responsibility of the service provider.

**ELIGIBILITY CRITERIA**

1. The Bidder shall be a sole provider (Company/Society/Trust). The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/country. No bidder can place more than one bid in any form.
2. Consortium is not allowed.
3. **The bidders must have at least one NABL accredited Laboratory (in the name of the bidder) in India** with fully trained laboratory personnel where reporting happens and provides reports for a minimum of **30,000 tests per annum** (Information to be provided in **Format-T4**)
4. The Bidder shall have minimum **three years of experience** (on the date of bid submission) in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per proforma in **Format-T5**. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the bid inviting authority as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders)
5. Bidder who has been blacklisted / debarred/ banned by any State Government / Central Govt. Organization / State Medical Corporations will not be eligible to participate in the tender during the blacklisting / debarred period. (Declaration as per **Format-T7**)
6. The bidder who have Poor / Unsatisfactory performance of Services rendered in any projects of the tender inviting authority shall not be eligible to participate in the tender.
7. The bidder shall have an **average annual turnover of Rs. 5.00 Crores or more** in last three financial years (2018-19, 2019-20, 2020-21 OR 2019-20, 2020-21, 2021-22 if audited). The annual turnover statement must be furnished in the **Format-T3 duly supported by audited accounts statement**.

## TERMS AND CONDITIONS

### 1. Signing of Contract

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

### 2. Modification to Contract

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

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

### 3. Performance Security

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

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

### 4. Compliance of Minimum Wages Act and other statutory requirements

The bidder shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The bidder shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the bidder for providing the services, biomedical waste management, bio-safety, occupational and environmental safety.

Legal liability to the extent of reporting of images for each reported case extends to the service provider. However overall legal responsibility of provision of medical care lies with the bid inviting authority / public health facility. The Service provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

## 5. Income Tax Deduction at Source

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

## 6. Payment and its Periodicity

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

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

## 7. Damages for Mishap/Injury

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

## 8. Termination of Contract

The procurer may terminate the contract, if the successful bidder withdraws its tender after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfil any other contractual obligations. In that event, the procurer will have the right to procure the same goods / equipment from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The earnest money and the performance security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the purchaser.

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

## 9. Arbitration

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

## 10. General Terms & Conditions

- a. **Commencement of Service:** The Service provider shall **commence the proposed service** within the **30 days of signing of the agreement**.
- b. The procurer shall finalize the Standard Operating Procedures (SOPs) for each of the services to be followed by the service provider.
- c. With regard to the doubtful observations, a repeat investigation will be carried out at the cost of the procurer.
- d. Annual review of performance and observance of terms & conditions including quality of tests shall be carried out by the procurer. The service provider shall furnish external quality assurance scheme (EQAS) report (from CMC-Vellore / AIIMS etc.) of laboratory equipment used by the service provider for providing the services alongwith Documentation of the same. The service provider shall also have to furnish a define no. of samples per month from each hub in another NABL Accredited Laboratory. All the quality testing parameters as cited above shall be conducted at the cost of service provider. Hence, the service provider shall have to **furnish the following Quality Control (QC) test reports** (of **each hub** established) in **every quarter** of a year:
  - 1) Internal Quality Control report of **each hub**
  - 2) External Quality Assurance Scheme (EQAS) report of **each hub**. For EQAS report, the service provider shall register themselves with CMC Vellore, AIIMS etc. depending upon the type of tests.

- 3) External NABL Lab. Report (of **each hub**): The service provider shall also check a define number of samples per month **in another NABL accredited Laboratory** for external quality assurance programme.
- e. Service Provider shall make alternative arrangements for reporting all of the cases at the approved rates in case there is breakdown of equipment which extends for more than 72 hours (3 days) of the sample collection. If the breakdown in the services extends beyond 15 days the contract may be cancelled. Between 3 days and 15 days if arrangement with alternate service arrangements is not in place, the authority shall deduct cost equivalent to the cost of tests multiplied by volume of tests prescribed in the last 15 days period starting from 8.00 AM on the day of commencement of shut down.
  - f. The service provider **shall provide a list of all laboratory equipment** long with serial numbers and locations.
  - g. Use of the **allocated space** to the service provider **for spokes** for any other purpose other than the approved schemes shall not be permitted.
  - h. After completion of the tenure of contract, the service provider will be allowed to vacate the space within a period of 15 days in all the facilities where provider was providing the services.
  - i. The cost to be paid to service provider shall be **cost/test**.
  - j. The service provider will also comply with confidentiality and privacy laws relevant to patient details.
  - k. **95% of the test** shall be reported within the stipulated time frame, as mentioned in the **Annexure A**. In the event of more than 5% of test not being reported within stipulated time frame, 25% of the payment per test shall be deducted for all tests reported beyond the stipulated time frame every month.
  - l. All the operational cost within the declared scope of work including the cost of deployment of the personnel will be borne by the service provider.
  - m. If the hubs to be established by the service provider is / are not NABL accredited, then the selected service provider shall obtain the NABL accreditation of the Hub laboratories within 1 year of starting of operation, in either case the bidder shall have to check a define number of samples per month in another NABL accredited Laboratory for external quality assurance programme.

## 11. Applicable Law and Jurisdiction of Court

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

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

## CHECK LIST

(To be submitted in *Technical Bid Envelop*)

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

Sl. No	Item	Whether included Yes / No	Page No.
1	Format (Check List)		
2	Bid Document Cost of Rs.5,900/- as DD		
3	The Earnest Money Deposit(s) of Rs. 5 Lakhs as DD		
4	Format –T1 (Forwarding Letter for Technical Bid)		
5	Format –T2 (Particulars of the Bidder)		
6	Format –T3 (Annual Turnover Statement)		
7	Format-T4 (Equipment Infrastructure Details of the existing Laboratory Centres)		
8	Format-T5 (Assignments of similar nature successfully completed during the last three years)		
9	Copies of the Contract / Work Order in support of the information provided in Format-T5		
10	Copies of the User certificate from the organization where similar work had been executed as mentioned in <b>Format-T5</b>		
11	Brief write-up about the firm / company & their <b>implementation strategy for this project</b> as per <b>Format -T6</b>		
12	Leaflets / Technical Brochures / Product Data Sheets of the proposed equipment mentioned in Format-T6		
12	<b>Format –T7</b> (Declaration Affidavit on Stamp Paper)		
13	Copies of the annual audited statement / Annual Report for 2018-19, 2019-20, 2020-21 or 2019-20, 2020-21 & 2021-22 (If audited) (Provisional statement of account shall not be considered)		
14	Copies of the Income Tax Return for past three financial years		
15	Copy of the Registration Certificate of the Firm		
16	Copy of the EPF Certificate		
17	Copy of the ESI Certificate		
18	Copy of the GST registration certificate		
20	Copy of PAN		



**Forwarding Letter for Technical Bid**

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

Date:

To

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

Sub. : **Tender for Laboratory Services under Tender Reference No.** \_\_\_\_\_

Sir / Madam,

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

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

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

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

Enclosures:

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

**Signature of Authorized signatory**

**Name & Designation:**

**Date:**

**Office Seal**

**Place:**

**PARTICULARS OF THE BIDDER**

(To be submitted in Technical Bid Envelop)

1. Name :
2. Registered Address
3. Communication Address
4. Phone (Land Line / Mobile)
5. email id
6. Type of Organization : Company / Partnership / Trust / Society :
7. Pl. mention whether having own clinical diagnostic service centres :
8. Details of the Clinical Diagnostic Laboratories in the region:

Sl.	Name of the Clinical Laboratory Centres	Location Address	Whether NABL Accredited	Total no. of Lab. Personnel

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

9. Number of Service Personnel:

Name	Qualification	Experience (Similar Service)
<b>(Additional Sheets to be attached in this format)</b>		

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

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

11. Registration Nos.

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

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

12. Audited Accounts Statement for past three financial years

(Pl. furnish the audited accounts statement for the past three financial years. Provisional account statement shall not be considered)

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

14.

<p>Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD / Payment for services if any (if selected)</p>	<p>a. Name of the Bank :</p> <p>b. Name of the Account &amp; Full address of the Branch concerned</p> <p>c. Account no. of the bidder :</p> <p>d. IFS Code of the Bank :</p>
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**Signature of Authorized Signatory**

**Name & Designation:**

**Date:**

**Seal**

**Place:**

**Annual Turn over Statement**

(In the letterhead of the Chartered Accountant)

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

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

Date:

Place:

Signature of Auditor/  
Chartered Accountant

(Name in Capital)

Seal

Membership No.

**N.B:** This turnover statement should also be supported by copies of audited annual statement of the last three financial years / Annual Report and the turnover figures mentioned above should be highlighted there.

**EQUIPMENT INFRASTRUCTURE DETAILS OF THE EXISTING LABORATORY CENTRES**

**A. Name of Laboratory Centre :**

**Location :**

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

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

**B. Name of Laboratory Centre :**

**Location:**

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

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

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

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

**Signature of Authorized Signatory**

**Name & Designation:**

**Date:**

**Seal**

**Place:**

**ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS**

(To be submitted in Technical Bid Envelop)

**A. Details of No. of Similar assignments Undertaken**

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

Note: Attach extra sheet for above Performa if required.

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

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

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

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

Note: Attach extra sheet for above Performa if required.

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

**Signature of Authorized Signatory**

**Name & Designation:**

**Date:**

**Seal**

**Place:**

**Implementation Strategy Proposal for the Project**

(To be submitted in Technical Bid Envelop)

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

(use extra sheets to provide the detail information)

2. Details of the **Lab equipment** for the tests ( test wise) **proposed for the Project**  
(Attach the brochure of the lab equipments for each test)

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

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

**Signature of Authorized Signatory**

**Name & Designation:**

**Date:**

**Seal**

**Place:**

**DECLARATION BY BIDDER**

(To be submitted in Technical Bid Envelop)

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

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

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

Signature of the bidder:

Date:

Name & Address of the Firm:

Seal



**Format - F****FINANCIAL BID**(To be submitted in the letterhead of the bidder in the **financial bid envelop**)

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

Sl.	Name of the Test	*% of Discount (one flat discount rate only for all tests) over CGHS 2014 – Bhubaneswar (Non- NABH) Rate (CGHS Rate is inclusive of all taxes if any)
1	Peripheral blood film(PFB Peripheral Blood Smear with CBC) with CBC report	
2	TSH, T3, T4	
3	T3	
4	T4	
5	TSH	
6	CSF, Pleural and Ascitic Fluid (Biochemical / Cytological / ADA)	
7	HbA1C	
8	Culture and Sensitivity for blood	
9	Culture and sensitivity for urine	
10	Histopathology (Biopsy – Paraffin Section)	
11	Bone Marrow Aspiration (Smear Examination)	
12	Bone Marrow Aspiration (Smear Examination & Cytochemistry)	
13	FNAC	
14	Scrap Cytology	
15	PAP Smear	
16	Bacterial Culture and Sensitivity	
17	Myco Bacterial Culture and Sensitivity	
18	Fungal Culture	
19	Thalasemia Studies (Red Cell Indices and Hb HPLC)	
20	Test for Sickling / Hb HPLC	
21	S.Free T3	
22	S.Free T4	
23	S.Beta HCG	
24	S. Anti-Mullerian hormone (AMH)	
25	S. Alfa Feto Protein	
26	S. PSA	
27	S.Vitamin B12	
28	S. Vitamin D	
29	S. Thyroid peroxidase antibody	

30	Anti-cyclic citrullinated peptide (anti-CCP)	
31	Anti-nuclear antibody (ANA)	
32	Immuno-histochemistry	
33	Protein electrophoresis	
34	Serum Prolactin	
35	S.CA-125	
36	S.CEA	
37	S Procalcitonin	
38	CSF analysis (Glucose, CSF protein, ADA, cell count)	

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

**Signature of Authorized signatory**

**Name & Designation:**

**Date:**

**Office Seal**

**Place:**

**ANNEXURES**

## Annexure-A

### List of Laboratory Tests to be outsourced from different Government Health Institution

#### A. List of tests to be outsourced in District Headquarter Hospital

Sl.	Name of Tests	Reporting Time Frame
1	Peripheral blood film(PFB Peripheral Blood Smear with CBC) with CBC report	Up to 8 hours
2	TSH, T3, T4	Up to 2 days
3	T3	Up to 2 days
4	T4	Up to 2 days
5	TSH	Up to 2 days
6	CSF, Pleural and Ascitic Fluid (Biochemical / Cytological / ADA)	Up to 8 hours
7	HbA1C	Up to 4 hours
8	Culture and Sensitivity for blood	Final report on the 5 <sup>th</sup> day
9	Culture and sensitivity for urine	Up to 2 days
10	Histopathology (Biopsy – Paraffin Section)	Up to 7 days
11	Bone Marrow Aspiration (Smear Examination)	Up to 7 days
12	Bone Marrow Aspiration (Smear Examination & Cytochemistry)	Up to 7 days
13	FNAC	Up to 7 days
14	Scrap Cytology	Up to 7 days
15	PAP Smear	Up to 7 days
16	Bacterial Culture and Sensitivity	Final Report on 5 <sup>th</sup> Day
17	Myco Bacterial Culture and Sensitivity	Final Report on 7 <sup>th</sup> Day
18	Fungal Culture	Final Report on 5 <sup>th</sup> Day
19	Thalasemia Studies (Red Cell Indices and Hb HPLC)	Final Report on 3 <sup>rd</sup> Day
20	Test for Sickling / Hb HPLC	Final Report on 3 <sup>rd</sup> Day
21	S.Free T3	Up to 2 days
22	S.Free T4	Up to 2 days

<b>Sl.</b>	<b>Name of Tests</b>	<b>Reporting Time Frame</b>
23	S.Beta HCG	Up to 2 days
24	S. Anti-Mullerian hormone (AMH)	Up to 2 days
25	S. Alfa Feto Protein	Up to 2 days
26	S. PSA	Up to 2 days
27	S.Vitamin B12	Up to 2 days
28	S. Vitamin D	Up to 2 days
29	S. Thyroid peroxidase antibody	Up to 2 days
30	Anti-cyclic citrullinated peptide (anti-CCP)	Up to 2 days
31	Anti-nuclear antibody (ANA)	Up to 2 days
32	Immuno-histochemistry	Up to 7 days
33	Protein electrophoresis	Final Report on 3 <sup>rd</sup> Day
34	Serum Prolactin	Up to 2 days
35	S.CA-125	Up to 2 days
36	S.CEA	Up to 2 days
37	S Procalcitonin	Up to 2 days
38	CSF analysis (Glucose, CSF protein, ADA, cell count)	Up to 8 hours

**B. LOCATION OF FACILITY AND FACILITY WISE DESCRIPTION OF SERVICES REQUIRED**

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

**PROFORMA FOR BANK GUARANTEE**

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

WHEREAS.....(Name and address of the Service Provider)  
(Hereinafter called " service provider" has undertaken, in pursuance of contract No..... dated  
..... (Herein after "the contract") to provided images based transmission and reporting of  
radiology images and selective radiology services.

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the  
service provider, up to a total of..... (Amount of the guarantee in words and  
figures), and we undertake to pay you, upon your first written demand declaring the service provider  
to be in default under the contract and without cavil or argument, any sum or sums within the limits  
of (amount of guarantee) as 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 \_\_\_\_\_ months from the date of signing of contract  
i.e. up to..... (Indicate date)

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

.....  
Name and designation of the officer

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

**CONTRACT FORMAT**

The Mission Director  
National Health Mission,  
Odisha

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

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

Name & address of the Service Provider: .....

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:
  - (i) Terms and Conditions;
  - (ii) Location and Description of Services ;
  - (iii) Job Description;
  - (iv) Procurer's Notification of Award.
2. In consideration of the payments to be made by the Procurer the Service Provider hereby covenants to provide the services for the specified equipments in conformity in all respects with the provisions of the Contract.
3. The Procurer hereby covenants to pay the Service Provider in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.



4. The bank guarantee valid till \_\_\_\_\_[(till the date), 2 months after expiry of entire Service Period] for an amount of Rs.15 Lakhs shall be furnished in the prescribed format given in the TE document within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.
5. Payment terms: The payment of services will be made against the bills raised to the Procurer by the Provider on monthly basis after checking of documents duly certified by the designated official. The payment will be made in Indian Rupees.
6. Paying Authority : The payment shall be made by the concerned District Headquarter Hospital.

\_\_\_\_\_  
(Signature, name and address of authorized official)

For and on behalf of \_\_\_\_\_

Received and accepted this contract

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

For and on behalf of \_\_\_\_\_

(Name and address of the Service Provider)

(Seal of the provider)

Date:

Place :