

**GOVERNMENT OF ARUNACHAL PRADESH
OFFICE OF THE MISSION DIRECTOR
NATIONAL HEALTH MISSION
NAHARLAGUN**

No. APRHM/PATHO-LS/01/17-18

Dated: 21/11/2017

Corrigendum

Tender Advt. published on 9th May 2018 in Local dailies of Arunachal Pradesh and 11th May 2018 in Indian Express (National daily) and the same which was uploaded in NHM website, has been found with clerical error in page-29 of Tender documents i.e. Financial Bid.

The error is rectified and re-uploaded in the NHM official website: www.nrhmarnachal.gov.in.



(Dr. Tapasya Raghav), IAS
Mission Director, NHM
Govt. of A.P C-Sector,
Naharlagun-791110

**NATIONAL HEALTH MISSION
DEPARTMENT OF HEALTH & FAMILY WELFARE
GOVERNMENT OF ARUNACHAL PRADESH**

TENDER ENQUIRY DOCUMENT

For

Providing of 'Diagnostic Service' at Health Centers (District Hospitals,
Community Health Centre, Primary Health Centre).

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SECTION –I

**NATIONAL HEALTH MISSION
DEPARTMENT OF HEALTH & FAMILY WELFARE
GOVERNMENT OF ARUNACHAL PRADESH**

NOTICE INVITING TENDER

Tender Enquiry No. APRHM/PATHO-LS/01/17–18, Dated- 21/11/17

Mission Director, National Health Mission, Govt. of Arunachal Pradesh
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National health mission (NHM). These operational guidelines lay out the key features of the initiative suggesting a minimal set of essential diagnostics to be available at different levels of public facilities across the states to reduce variability in coverage and unequal access. The guideline also provide broad guidance on features of alternative delivery modules through which diagnostics can be made available including financing modalities and monitoring mechanism. The guidelines also provide a flexible frame work, for states to adapt to their context, based on the availability of appropriate skilled staff and epidemiological and disease profile. The guideline are expected to assist states to roll-out/ scale up the initiative to ensure that access to free diagnostic is met in full measure

1. Objectives of the Free Diagnostic Service Initiative:

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

2. Salient features of the Free Diagnostic service Initiative

The features of the initiative include:

- (i) The free diagnostic Service initiative would be rolled out under the National Health Mission, in order to build on and leverage existing institutional structures that are already in place under the Mission and facilitate immediate roll out.

- (ii) To begin with, a set free essential diagnostic service at each facility level has been identified which would be provided free of cost in an assured mode. The tests encompass hematology, serology. Bio-chemistry. Clinical pathology. Microbiology, radiology and cardiology. However, State is free to add to the list based on epidemiological considerations and available financial resources.
- (iii) The initiative aims at the provision of a package of quality essential diagnostic services free of cost in all health facilities. Such diagnostic tests (Mentioned in list enclosed) are to be provided through a strengthened public health system that provides comprehensive primary and secondary care diagnostic service to patients, from the sub-centre to the level of the district hospitals.
- (iv) For each level of care-the primary health care centre, the mobile medical units, the block PHC or CHC and the district hospital, a minimum range of diagnostics would be made available.
- (v) The list of diagnostics is based on a combination of common epidemiological considerations, availability of skilled workforce, and those essential to maximize health outcomes within the available resource envelope. The scheme would be synergized with existing packages to avoid duplication.
- (vi) The technology for diagnostic services is based on emerging diagnostic methods that are innovative, low cost and those for which competencies can be built relatively easily.
- (vii) The quantity of consumables and human resources required would depend on the case load for each test at each facility.
- (viii) High volume and low cost tests not requiring highly skilled manpower should preferably be undertaken within public health facilities. However high cost technologically demanding and lower frequency diagnostic services could be outsourced as a way of gap filling, with adequate checks and balance as safeguards to prevent abuse.
- (ix) An alternate model for laboratory diagnostics services where the public health facility is unable to manage this, is the Hub and Spoke Model. Under this model, the samples are collected at peripheral facilities/collection centres (including Mobile Medical Units) and safely transported to a central laboratory which will act as the Hub. The Hub can be a District Hospital Lab/Medical College/or a public laboratory set up for the purpose or a Private Laboratory, with results reported to the origination facility on the same day. This will help in maintaining quality as well as management of manpower and logistics in supply of reagents and consumables.
- (x) If a private laboratory is chosen as a hub, or even for some select tests, appropriate Public Private Partnerships (PPP) would also be established with pre determined and transparent procedures. The templates for a model contract to be used for partnerships with private diagnostic facilities are attached at Appendix I, II and III.
- (xi) Human resources required for greater access to diagnostics requires appropriate state level planning – not only to increase the numbers generated from educational institutions, but also in recruitment policies and terms of service. Where contracting in is a feasible option, the services of specialists, such as like radiologists, pathologists, microbiologists etc can be contracted in.
- (xii) Some level of multi skilling of existing staff, (ANM/MPW) especially at the level of the Health and Wellness Centres and Primary Health Care Centres may

be required given that the requisite human resources may not be immediately available across such a large number of facilities at these levels.

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

(c) Where contracting in of human resources, is a feasible option, services of specialists, such as radiologists, pathologists, microbiologists etc can be contracted in.

NOTICE INVITING TENDER

1. Mission Director, National Health Mission, Govt. of Arunachal Pradesh invites sealed tenders from eligible service providers for procurement of services under National Free Diagnostic Initiative.
2. Schedule of events

Sl. No.	Description	Schedule
1	Date of Sale of Tender Enquiry Documents	11/05/18
2	Place of the Tender Enquiry Documents	State Blood Transfusion Council, DHS, Naharlagun
3	Cost of the Tender Enquiry Documents	Rs. 10,000/-
4	Pre-tender Meeting (Date& Time)	2 PM, 04/06/18
5	Pre-tender Meeting Venue	Training Hall, NHM, Naharlagun.
6	Closing Date and Time of Receipt of Tender	2 PM, 12/06/18
7	Earnest Money Deposit (EMI)	Rs. 5,00,000/-
8	Time, Date, and Venue of Opening of Technical Tender/Bid	2 PM, 13/06/18
9	Time, date and venue of Opening of Financial Tender/Bid.	2 PM, 14/06/18

3. Interested bidders may obtain further information about this requirement from the above office selling the documents or by e-mail. Tender enquiry documents may be purchased on payment of non-refundable fee of Rs 10,000/- (Rs Ten Thousand) only per set in the form of Account payee demand Draft, drawn on a scheduled bank in India, in favour of "A.P. state Health Society Naharlagun.
4. Tender Enquiry documents, may also be purchased by Direct Transfer to the account, " **AP State Health Society, Account No. 33829770633, IFSC Code INB00003232** by transferring an amount of of Rs 10,000/- and communicating the transaction details in the mail, stateblood2017@gmail.com.
5. Bidder may also download the tender enquiry documents (a complete set of documents is available on web site) www.nrhmarnachal.gov.in and submit the tender by using the down loaded documents, along with the required non-refundable fee as mentioned in Para 3 above. The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website
6. All prospective Tenderers may attend the pre Tender meeting. The venue, date and time are indicated in schedule of Events as in Para 2 above

7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box Located at **State Blood Transfusion council, DHS, Office, Naharlagun** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.
8. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold/received/opened on the next working day at the appointed time.
9. The Tender enquiry Documents are not transferable.
10. All Tenders must be accompanied by EMD as mentioned against each item. Tenders without EMD shall be rejected.

This issue with approval of Mission Director, NHM,
Govt. of Arunachal Pradesh

INSTRUCTIONS TO BIDDER

1. General Instructions

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

2. Inspection of Site and Equipment

The interested bidder may inspect the locations where the services are to be rendered during 10.00 AM TO 4.00 PM on all working days till last date of sale of tender as given in the tender schedule. The Mission Director, APSHS (NHM) or any other tender inviting authority shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

3. Earnest Money Deposit (EMD)

- (a) The tender shall be accompanied by Earnest Money Deposit (EMD) as specified in the Notice Inviting Tender (NIT) in the shape of Bank Draft / Bankers cheque from any Schedule Bank in favour of **Arunachal Pradesh State Health Society** payable at **Naharlagun** and should be valid till 180 days from the date of sale of Tender.
- (b) It may be noted that no tendering entity is exempt from deposit of EMD. Tenders submitted without EMD shall be rejected.
- (c) The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- (d) EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited

without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period.

4. Preparation of Tender

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

The first envelopes shall be marked in bold letter as “**TECHNO COMMERCIAL BID**” which should be sent vide forwarding letter (“**Appendix-E**”) and shall include the following:

- (i) Receipt regarding payment of Tender Cost.
- (ii) Bank Draft /Bankers Cheque towards E.M.D. DD/ Banker’s cheque towards the cost of tender document to be attached in case bid document has been downloaded from website.
- (iii) Confirmation regarding furnishing Performance Security in case of award of contract.
- (iv) Original tender document duly stamped and signed in each page along with the Forwarding Letter confirming the performing of the assignment as per “**Appendix E**”.
- (v) Particulars of the bidder as per “**Appendix-D**”
- (vi) Copy of the Income Tax Returns acknowledgement for last three financial years.
- (vii) Copy of audited accounts statement for the last three financial years.
- (viii) Power of attorney in favour of signatory to tender documents and signatory to Manufacturer’s Authorization letter.
- (ix) Copy of the certificate of registration of CGST/SGST with the appropriate authority valid as on date of submission of tender documents.
- (x) A declaration from the bidder in the format given in the “**Appendix-H**” to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of Government, government undertakings, local bodies, authorities.

In addition to the above documents,

1. The bidder should provide an authorization letter as per Performa given in “Appendix -B”.
2. The bidder shall provide certificates of other similar services provided in private/public sector in the last three years and user’s certificate regarding satisfactory completion of such jobs as per proforma given in “**Appendix -C**”.

The second envelope shall contain the financial proposal and shall be marked in bold letters as “**FINANCIAL BID**”. Prices shall be inclusive of all taxes & duties and quoted in the proforma enclosed at “**Appendix F**” as per scope of work / service to be rendered.

5. Tender Validity Period and renewal of contract

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

6. Tender Submission

The two envelopes containing both technical and the financial bid shall be put in a bigger envelope, which shall be sealed and superscripted with “**TENDER NO.APRHM/PATHO-LS/01/17-18, for Pathology Laboratory Services in ARUNACHAL PRADESH.**”

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

7. Opening of Tenders:

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

EVALUATION OF TENDERS

1. Scrutiny of Tenders

The tenders will be scrutinized by the committee appointed by the competent authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Tender Enquiry Documents. The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the purchaser as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify on technical bid, will be considered and opened.

2. Infirmary / Non-Conformity

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

3. Bid Clarification

Wherever necessary, the purchaser may, at its discretion, seek clarification from the tenderers seeking response by a specified date. If no response is received by this date, the purchaser shall evaluate the offer as per available information.

JOB DESCRIPTION

I. RESPONSIBILITY OF THE SERVICE PROVIDER:

- (a) Providing services of laboratory technicians at PHCs, CHCs, sub-centres, and districts hospitals to perform routine laboratory tests. In case of such provision, the reports generated in the public health facility shall be duly signed by a laboratory specialist (Pathologist/Radiologist/Microbiologist/Biochemist) provided by the service provider. The report in such cases shall be sent electronically for signing of the respective laboratory specialist and received in the facility end subsequently
- (b) In all PHCs, CHCs, District Hospitals, the government shall put in place adequate medical equipment infrastructure to perform test that are of low cost and high volume. However, until such time and for all such facilities where medical equipment infrastructure for performing prescribed tests does not exist, the service provider shall arrange for sample collection from patients, collection of batches of all samples once daily from PHCs, CHCs, and twice daily at DHs and will ensure their safe transport, analysis and reporting of results within the time frame attached in **Annexure-A**.for the high cost-low volume tests as decided by the state government including but not limited to those prescribed in the duration of the contract.
- (c) State authority shall provide an information matrix for facility wise capacity in terms of existing Laboratory Human resource and Laboratory equipment and services from private service provider as per **Annexure-A**.

II. SCOPE OF THE WORK.

The obligations of the service provider/firm under this service contract shall include following service activities and commitments. The details of various services require at different locations and type of facilities is 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 management of centers where samples shall be sent for analytical purposes; and engagement of Laboratory technician in identified public health facilities, will be ensured by the Service provider. The state health authority reserves the right to add/delete/modify the list of tests prescribed at various levels of public health facilities and to add/reduce the total number of facilities for which contract has been signed.

3. All the operation cost related to functioning of the equipment, human Resource and consumables at all laboratories when samples shall be sent for analytical purposes shall be borne by Service Provider.
4. The Service provider shall also provide logistic systems for sample transfer and reporting of tests. The diagnostic test reports shall be reported by the service provider electronically within the stipulated time frame. The provision of IT peripherals, connectivity for downloading laboratory reports and printing shall remain the responsibility of the Service provider. The Service provider shall declare all logistic capacity, number of people deployed for logistics, mode of transport, SOPs, for sample collection, transport, storage and preservation of the sample from the collection point to the laboratory.
5. Service provider shall provide a signed report from the Lab Specialists in related specialty.
6. **The time frame of all results shall be as per attached Annexure-YY. All critical results shall be reported within 3 hours of dispatch of sample from the facility using IT support. Critical tests results shall also be communicated to the concerned for facility telephonically. Records of actions taken in case of critical shall be maintained by the service provider. These include date, time, and responsible laboratory staff number and examination results. IT support systems along with connectivity for transmission of all results to corresponding health facility shall be the responsibility of the service provider.**
7. Service provider shall declare all the empanelled/contracted/outsourced laboratories where the tests would be done.
8. Service provider shall declare list of all the equipments in position and station where they are placed, all Human Resources including Laboratory specialist and Lab Technicians.
9. The Service provider should keep a Notifiable Infectious Diseases and Communicable diseases, the information of which is to be sent to the medical record department within 12 hours of report generation and keep a record of the same.
10. The service provider shall manage the following records:
 - (a) Daily Patients register
 - (b) Report register
 - (c) Critical Value Reporting Test register
 - (d) Turnaround Time (TAT) register.

ELIGIBILITY CRITERIA

1. The Bidder shall be a sole provider or a group of provider (Company/Society/Trust) or a group of companies (maximum 3) coming together as Consortium to implement the Project. The principal partner should have at least 51% stake of the consortium and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or a equivalent law applicable in the region/state/country. A bidder cannot bid as a sole provider as well as a partner in a consortium. No bidder can place more than one bid in any form. In support of this, the bidder's letter shall be submitted as per proforma in **Appendix 'B'**.

2. The Bidder shall have a minimum of three years of experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per proforma in **Appendix 'C'**. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)

3. The Bidder shall have at least five Laboratory Service Centers (with fully trained service personnel) and has the experience of providing laboratory reports for a minimum of 30,000 tests per annum in one of the States of India.

4. The Bidders are not presently blacklisted by any Purchaser or by any State Govt. or its organizations and by Govt. of India or its Organizations.

5. The bidders shall have a minimum turnover of Rs.....per annum in last three financial years.

TERMS AND CONDITIONS

1. Signing of Contract

The 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.

Service shall be valid for 5 years from the date of approval by the authority and it could be cancelled at any time after providing an opportunity of hearing by the Service provider, in case the service provider does not follow the rules, regulations and terms and conditions of the contract.

3. Performance Security

- a) The successful bidder shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee issued by a Nationalised Bank in favour of Tender Inviting Authority for an amount equal to 5% of the total contract value. The Bank guarantee shall be as per proforma at “**Appendix: G**” and remain valid for a period, which is three months beyond the date of expiry of the contract. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.
- b) If the firm / contractor violate any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Authority and the contract may also be cancelled.
- c) The purchaser will release the Performance Security without any interest to the firm/contractor on successful completion of contractual obligations.

4. Compliance of Minimum Wages Act and other statutory requirements

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

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

5. Income Tax Deduction at Source

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

6. Periodicity of Payment

The payment will be made on monthly basis within 30 days of submission of invoice through ECS for all invoices raised. The purchaser shall standing instructions to the bank for implementation of this requirement. The bidder will raise its invoice on completion of services during this period duly accompanied by evidences of services provided. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

7. Damages for Mishap/Injury

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

8. Termination of Contract:

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

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

Prior to the termination of the contract, the Service provider will be served notice of termination explaining the reasons and will be given an opportunity to rectify the services within 30 days failing which the services will be terminated. Authority may consider a termination payment on the merit of the case.

9. Arbitration:

(a) If dispute or difference of any kind arises between the Purchaser and the firm/contractor in connection with or relating to contract, the party shall make every effort to resolve the same amicably by mutual consultations.

(b) If the parties fail to resolve their dispute or differences by such mutual consultations within 30 days, the same shall be referred to the sole Arbitrator to be appointed by the parties through mutual consent. The Arbitration and conciliation Act, 1996. The venue for Arbitration shall be at Itanagar/Naharlagun. The language of Arbitration shall be in English. The decision of the Arbitrator shall be final and binding on the parties. The cost of the Arbitration shall be borne equally by the parties.

10. Applicable Law and Jurisdiction of Court:

This RFP shall be governed by and interpreted in accordance with the laws of India for the time being in force. The place where RFP is executed will be the respective and exclusive Jurisdiction of the Courts to decide any dispute arising out of in respect of the RFP.

(Mission Director)

Arunachal Pradesh State Health Society (NHM)
Government of Arunachal Pradesh: Naharlagun

SECTION VII

Appendix-A

LOCATION OF FACILITY AND FACILITY WISE DESCRIPTION OF SERVICES REQUIRED

Sl No	Name of Districts/Sub-District Hospital	Type of Test in Different Health Facilities
1.	TRIMS, Naharlagan	Given in Next Page
2.	General Hospitals	
3.	District Hospital, Tawang	
4.	General Hospital, Bomdila	
5.	Districts Hospital, Seppa	
6.	General Hospitals, Ziro	
7.	Districts Hospital, Koloriang	
8.	Districts Hospital, Palin	
9.	Districts Hospital, Daporijo	
10.	General Hospitals, Aalo	
11.	Districts Hospital, Yingkiong	
12.	Districts Hospital, Pangin	
13.	Districts Hospital, Anini	
14.	Districts Hospital, Roing	
15.	General Hospital, Tezu	
16.	CHC, Namsai	
17.	Districts Hospital, Changlang	
18.	General Hospital, Khonsa	
19.	Districts Hospital, Longding	
20.	Districts Hospital Hayuliang, Anjaw	
21.	CHC, Ruksin	
22.	CHC, Sagali	
23.	CHC, Doimukh	
24.	CHC, Basar	
25.	CHC, Miao, Changlang	
26.	CHC, Likabali	

Sl. No	Name of test	Suggestive Reporting Time Frame	
		Outsourcing Basis	In House
Clinical Pathology			
1.	Hemoglobin Estimation (Hb)#	Up to 4 Hours	Up to 2 Hours
2.	Total Leukocyte Count (TLC)	Up to 4 Hours	Up to 2 Hours
3.	Differential Leukocyte Count (DLC)	Up to 4 Hours	Up to 2 Hours
4.	Platelet Count	Up to 4 Hours	Up to 2 Hours
5.	MP (Slide Method)	Up to 4 Hours	Up to 2 Hours
6.	ESR	Up to 4 Hours	Up to 2 Hours
7	Clotting Time (CT)*	Within 1 Hours in Emergency	Within 30 Minutes in Emergency
8.	Blood Group ABO-BH typing	Up to 4 Hours	Up to 30 Minutes
Bio-Chemistry			
9.	Blood Sugar #	Within 15 Mins if Critical Up to 4 Hours routine	Within 15 Mins if Critical Up to 2 Hours routine
10.	S.Bili rubin	Up to 4 Hours	Up to 2 Hours
Sero-Microbiology			

11.	Rapids Plasma Reagin (RPR) Kit test		Within 30 Minutes
12.	HIV Test	Up to 2 days in Routine/ELISA	Within 30 Minutes using RDK in Emergency
13.	Sputum for AFB**	Up to 2 days	Up to 2 days
14.	Dengue (Rapid test) #		Within 30 Minutes
15.	Malaria (Rapid Test) #		Within 30 Minutes
Urine Analysis			
16.	Urine Sugar/Albumin/Leukocyte Esterase#		Within 30 Minutes
17.	Urine Pregnancy test (UPT)#		Within 30 Minutes
Stool Analysis			
18.	Stool for OVA and cyst	Up to 2 days	Up to 1 Day
19.	Water quality testing-H2S strip test for faecal contamination		Once a Week

S/No	Name of Test	Suggesting reporting	Time Frame
		Outsourcing	In house
	CLINICAL PATHOLOGIST		
1.	Hemoglobin Estimation (Hb)@	Up to 4 Hours	
2.	Total Leukocyte count (TLC)@		
3.	Differential Leukocyte count@		
4.	MP (Slide Method)@	4-6 hours (slide method)	
5.	ESR@	Up to 8 hours	
6.	PTINR		
7.	CBC		
8.	Blood Group (ABO-RH typing)@		
9.	Total Red Blood Cell Count		
10.	Platelet cell volume (PVC)	Up to 8 Hours	
11.	Packed Cell Volume (PVC)		
	Biochemistry		
12.	Blood Sugar @	Within 15 Minutes (if critical) Up to 4 Hours in routine	Within 15 Minutes (if critical) Up to 4 Hours in routine
13.	Blood Urea	Up to 8 hours	Up to 8 hours
14.	S. Creatinine	Up to 8 hours	Up to 8 hours
15.	S Bilirubin (T)@	Up to 4 hours	Up to 8 hours
16.	S Bilirubin (D)@	Up to 4 hours	Up to 4 hours
17.	SGOT	Up to 8 hours	Up to 8 hours
18.	SGPT	Up to 8 hours	Up to 8 hours
19.	S. Alkaline Phosphates	Up to 8 hours	Up to 8 hours
20.	S. Total Protein	Up to 8 hours	Up to 8 hours
21.	S. Albumin	Up to 8 hours	Up to 8 hours
22.	S. Total Cholesterol	Up to 2 days	Up to 1 day
23.	S. Triglyceride	Up to 2 days	Up to 1 day
24.	S VLDL	Up to 2 days	Up to 1 day
25.	S. HDL	Up to 2 days	Up to 1 day

26.	S. Amylase	Up to 8 hours	Up to 8 hours
SEROLOGY			
27.	RPR Rapid test @		Within 30 Minutes
28.	HIV Rapid test @	Up to 2 days in routine/ELISA	Within 30 minutes using RDK and up to 1 days in routine/ELISA
29.	Dengue (Rapid test)@		Within 30 Minutes
30.	Malaria (Rapid Test) @		Within 30 Minutes
31.	Sputum for AFB@	Up to 2 days	Up to 1 day
32.	Urine Sugar/ Albumin@	Up to 8 hours	Up to 8 hours
33.	Urine Pregnancy Test (UPT)@	Up to 8 hours	Up to 8 hours
34.	Urine Microscopy	Up to 2 days	Up to 1 day
35.	Urine complete by strip method (Blie salts, Bile, Pigment, Ketone bodies & Occult blood, Sugar, albumin, ph, specific gravity)		Within 30 Minutes
STOOL			
36.	Stool For OVA cyst@	Up to 2 days	Up to 1 day
37.	X-Ray (with/without contrast)*	Up to 4 hours	Up to 4 hours
38.	USG**	Up to 4 hours	Up to 4 hours

Total number of OPD & IPD cases (FY 2017-18):					
State total					
Sl no	State	Total no. of OPD cases	Total no. of IPD cases	Total	Remarks
1	Arunachal Pradesh	1360157	80942	1383727	Cumulative of All Health Facilities.
OPD & IPD cases in District Hospitals up to PHC (FY 2016-17 data) :					
Sl no	Name of Hospital	Total no. of	Total no. of	Total	Remarks
		OPD cases	IPD cases		
1	DH Tawang	46556	2129	48685	
2	DH Bomdila	75008	2857	77865	
3	DH Seppa	41813	3294	45187	
4	Tertiary Hospitals Papum Pare	307862	23898	330960	
5	Lower Subansiri	42807	3758	46565	
6	DH Daporijo	40087	1762	41849	
7	DH Aalo	84800	2648	87440	
8	DH Pasighat	85443	9294	94737	
9	DH Yingkiong	35070	1297	36363	
10	DH Koloriang	20743	1477	22220	
11	DH Roing	18682	2103	20785	
12	DH Anini	13409	317	13465	
13	DH Tezu	95368	4034	99402	
14	DH Hyuliang	21456	387	21843	
15	DH Khonsa	33065	2453	35518	
16	DH Changlang	105931	3604	109535	
17	CHC Longding	31129	785	31914	
	Total	1098236	66097	1164333	

•Seventeen (17) district health facilities (DH, CHC, & PHC only) is included proposal in this page. Remaining Health facilities will be included in the next page.

Following Tests will be done:

A. PHC

1. Hb
2. TLC
3. DLC
4. Platelet Count
5. MP (slide Methode)
6. ESR
7. BT, CT
8. ABO grouping
9. Blood sugar (F/PP)
10. S, Bill (Ttotal/Direct)
11. HIV
12. RPR
13. Dengue (Rapid)
14. Malaria(Rapid)
15. HBsAg (Rapid)
16. HCv (Rapid)
17. Urine Analysis(sugar/Albumin/Leucocytes/Esterase)
18. Stool Analysis (ova/cyst)

B. CHC Level

1. Hb
2. TLC
3. DLC
4. ESR
5. CBC, PVC
6. ABO grouping
7. PT INR
8. Red cell count
9. Platelet count
10. Blood Sugar(F/PP)
11. RFT(Urea/Creatinine)
12. S. Amylase
13. HIV(rapid)
14. Dengue(Rapid)
15. Malaria(Rapid)
16. RPR
17. LFT(S. Bill, T/D, SGOT, SGPT, S.Alkpo4, Total Protein, Albumin)
18. Lipid Profile(Total Cholesterol, Triglyceride, VLDL, HDL)
19. Sputum for AFB
20. Urine Analysis

21. Stool Analysis

22. X-Ray

23. USG

24. ECG

25, complete urine(Preg, Microscopy, Urine strip)

C. DH

B(25)+

26. PBF

27. Coomb`s (D/I)

28. Semen Analysis

29. S. Electrolytes

30. Cardiac Enzyme

31. Troponin-I&T

32. Uric Acid

33. TSH/T3/T4

34. Cytology (Body Fluid)

35. X-Ray

36. USG

37. ECG

D. Tertiary Hospital

C(37) + CT scan

Total= A+B+C+D=118

Appendix-B

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

To,
Mission Director, NHM Naharlagun, Govt. Arunachal Pradesh

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

Dear Madam,

We,..... are the
suppliers of -----

----- (name of services(s) and
hereby conform that;

1. Messrs----- (name and address of
the agent) is our authorized agents for -----

2. Messrs -----(name and address of the agent) have
fully trained and experienced service personnel to provide the said services.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & Address of the Manufacturers]

Note:

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

2. Original letter shall be attached to the tender.

Appendix-C

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

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

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

Note: Attach extra sheet for above Performa if required.

Signature.....

Name

Appendix-D

PARTICULARS OF THE BIDDER'S COMPANY

(To be submitted by all tenderers / bidders and in case of consortium separately by all the members of the consortium)

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

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

7. Whether the bidder has NABL/NABH/ISO or any other accreditation? (If yes/ whether documents attached with techno commercial bid).
8. Documents required:
 - (a) Registration of the bidder with any legal authority.
 - (b) PAN No.
 - (c) Audited Accounts Statement for past three financial years
 - (d) Copy of Income Tax Return for past three financial years
 - (e) Experience certificate of Bidder regarding existing Dialysis services
9. Brief write-up about the firm / company. (use extra sheet if necessary)

Date:
Place:

Signature of Bidders
Name
Office Seal

Forwarding Letter for Technical Bid

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

Date.....

To

Mission Director, NHM Naharlagun, Govt. Arunachal Pradesh

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

Madam,

We are submitting, herewith our tender for providing Dialysis services fornumber of districts in the state.

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

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

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

Enclosures:

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

Signature of the Tenderer.....

Seal of the Tenderer.....

FINANCIAL BID

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

1. Name of the Tenderers:

:-

2. Price Quoted :-

Cost per sample (patient-one time sampling) at district level; Rs.

.....

If the above financial bid rate is Rs. X,

Then at PHC the cost reimbursed would be Rs. 0.4X; at CHC it would be 0.7X

And at DH it would be Rs. X (the quoted amount).

For special tests in Appendix A (Annexure II), cost per sample would be 4X.

(In Words.....)

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

Signature.....

Name.....

Note:- To be Uploaded in PDF format.

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

To
Mission Director, NHM Naharlagun, Govt. of Arunachal Pradesh

WHEREAS.....(Name and address of the Service Provider) (Herein after called “ the Service provider” has undertaken, in pursuance of contract No..... dated (Herein after “the contract”) to provide Dialysis services.

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

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

NOW THEREFORE, we hereby 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 aforesaid, 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

PROFORMA FOR BANK GUARANTEE FOR BID SECURITY (EMD)

(To be submitted on non judicial stamp paper of appropriate VALUE purchased in the name of the issuing Bank)

1. Whereas
Is dated.....for the supply of
..... (Hereinafter called the “tender”)
against the Purchaser’s tender enquiry No.
.....

2. KNOW ALL MEN by these presents that WE.....
..... of Having our
registered office at are bound
unto (hereinafter called the “Purchaser”) in the sum of
..... for
which payment will and truly to be made to the said Purchaser, the Bank binds
itself, its successors and assigns by these presents. Sealed with the Common Seal of
the said Bank on this..... day of20.....

3. CONDITIONS OF THIS OBLIGATION ARE:
(i) If the tenderer withdraws or amends, impairs or derogates from the tender in any
respect within the period of validity of this tender.
(ii) If the tenderer having been notified of the acceptance of his tender by the
Purchaser during the period of its validity:-
 - a. If the tenderer fails to furnish the Performance Security for the due
performance of the contract.
 - b. Fails or refuses to accept/execute the contract.

4. WE undertake to pay the Purchaser up to the above amount upon receipt of its first
written demand, without the Purchaser having to substantiate its demand, provided
that in its demand the Purchaser will note that the amount claimed by it is due to it
owing to the occurrence of one or both the two conditions, specifying the occurred
condition or conditions.

5. This guarantee will remain in force up to and including 30 days after the period of
tender validity and any demand in respect thereof should reach the Bank not later
than the above date

..... (Signature of the authorized officer of the Bank)
..... Name of the officer
..... Designation of the officer
..... Seal, name & Address of the Bank
And Address of the Branch

6. Whereas

..... (herein after called the “tenderer”) has submitted their offer dated.....for the supply of
..... (hereinafter called the “tender”)
against the Purchaser’s tender enquiry No.
.....

7. KNOW ALL MEN by these presents that WE.....
..... of having our
registered office at are bound
unto (hereinafter called the “Purchaser”) in the sum of
..... for
which payment will and truly to be made to the said Purchaser, the Bank binds
itself, its successors and assigns by these presents. Sealed with the Common Seal of
the said Bank this..... day of20.....

8. CONDITIONS OF THIS OBLIGATION ARE:

- (i) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (ii) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - (a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.

9. WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

10. This guarantee will remain in force up to and including 30 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date

..... (Signature of the authorized officer of the Bank)
..... Name of the officer
..... Designation of the officer
..... Seal, name & address of the Bank
and address of the Branch.

DECLARATION BY BIDDER

I / We agree that we shall keep our price valid for a period of one year from the date of approval. I / We will abide by all the terms & conditions set forth in the tender document 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.100.00 stamp paper).

CONTRACT FORMAT

CONTRACT FORM FOR PROVIDING PATHOLOGY LABORATORY SERVICE FACILITIES.

Mission Director,
NHM Naharlagun,
Govt. of Arunachal Pradesh

CM Contract No. _____ **dated** _____

This is in continuation to this office's Notification for Award of contract No
..... **Dated** Name & address of the Service Provider:
.....

Reference: (i) Tender Enquiry Document No Datedand subsequent
Amendment No, dated (if any), issued by the Tender Inviting Authority
(ii) Service provider's Tender No Datedand subsequent communication(s)
No

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

THIS AGREEMENT made the Day of 20... between (name of tender
inviting authority) (hereinafter called the **Procurer**) of one part and (name of
service provider)(Hereinafter called the **Service Provider**) of the other part:

WHEREAS the Procurer is desirous that certain services should be provided by the Service
Provider, viz, (brief description of services) and the Procurer has accepted a tender submitted
by the Service Provider for the Services for the sum of (Contract price in words
and figures) (Hereinafter called the Contract Price),

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. In consideration of the payments to be made by the Procurer the Service Provider hereby covenants to provide the Comprehensive Maintenance Services for the specified equipments in conformity in all respects with the provisions of the Contract.
3. The Procurer hereby covenants to pay the Service Provider in consideration of the services , the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
4. The bank guarantee valid till _____ [(fill the date)] for an amount of Rs. _____ [(fill amount) equivalent to 5% (minimum) of the cost of the contract value] shall be furnished in the prescribed format given in the TE document, within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.
5. Payment terms: The payment will be made against the bills raised to the Procurer by the Provider on weekly basis after satisfactory completion of said period, duly certified by the designated official. The payment will be made in Indian Rupees.
6. Paying authority: _____ (name of the Procurer i.e. Office, Authority)

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

Received and accepted this contract

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

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