

**Department of Medical & Health**  
**Government of Uttar Pradesh**

**NATIONAL COMPETITIVE BIDDING DOCUMENT  
FOR**

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**Out Sourcing of High-end Laboratory Services**

**for**

**7 Government District Hospitals of Uttar Pradesh**

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**Bid Ref. No. : UPHSSP/PATHLAB/2015-16/02**



**Project Director**  
**U. P. Health Systems Strengthening Project**  
**Training Block-2, State Institute of Health & Family Welfare**  
**Block-C, Indira Nagar, Lucknow-226016 (U.P.)**  
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**NATIONAL COMPETITIVE BIDDING  
FOR OUTSOURCING OF HIGH-END LABORATORY SERVICES IN 7  
GOVERNMENT DISTRICT HOSPITALS**

Bid Reference : UPHSSP/PATHLAB/2015-16/02

Date of Commencement of sale of bidding document : 20<sup>th</sup>January2016

Date of Pre-bid meeting : 3<sup>rd</sup>February2016, 3:00 PM

Last date of sale of bidding document : 21<sup>st</sup>February2016

Last Date & Time for receipt of Bids : 22<sup>nd</sup>February 2016, 2:00 PM

Time & Date of Opening of Bids : 22<sup>nd</sup>February 2016, 3:00 PM

Place of bid submission : UP Health System Strengthening Project  
Training Block-2, SIHFW Campus  
C- Block, Indira Nagar,  
Lucknow - 226016 (UP)

Place of Opening of Bids : UP Health System Strengthening Project  
Training Block-2, SIHFW Campus  
C- Block, Indira Nagar,  
Lucknow - 226016 (UP)

Address for communication : Project Director,  
UP Health System Strengthening Project  
Training Block-2, SIHFW Campus  
C- Block, Indira Nagar,  
Lucknow - 226016 (UP)

**Invitation for Bids (IFB)**  
**National Competitive Bidding (NCB)**

Date 20<sup>th</sup>January 2016

Contract Identification No: *UPHSSP/PATHLAB/2015-16/02*

World Bank/ IDA Credit No: **5033-IN**

1. The Govt. of India has received a credit (Credit No.: **5033-IN**) from the International Development Association (IDA) towards Uttar Pradesh Health Systems Strengthening Project and it is intended that part of the proceeds of the credit (US\$ 152 Million) will be applied to eligible payment under the contract for which this invitation of Bid is issued. Bidding is open to all bidders from eligible source countries as defined in the Guidelines.
2. The Project Director, UPHSSP now invites sealed bids for outsourcing of High End Pathology Lab Services as per given schedules as shown in the Table 1 below from eligible service providers. The 7 district hospitals are specified in the Bid Data Sheet (BDS). The information such as no. of beds, no. of outpatients and no. of inpatients, bid security, performance security and turnover requirements are mentioned in the table at 1.1 of Bid Data Sheet (BDS). Bidders have the option to bid for any one or more Hospital. A bidder may be awarded more than a single hospital if the bidder is qualified for undertaking multiple hospital.
3. Bidding will be conducted through National Competitive Bidding (NCB) procedures agreed with World Bank and the provisions specified in the World Bank's Guidelines of procurement of goods and service under IBRD Loans and IDA Credits.
4. Bids will be invited on the basis of **discountpercentage contract** based on the Central Government Health Scheme (CGHS) Delhi (Nov 2014) Rates for specified high end tests published in the CGHS website.  
(<http://msotransparent.nic.in/writereaddata/cghsdata/mainlinkfile/File979.pdf>)
5. The initial contract period will be for one year and renewal for further one year (Subject to project period of UPHSSP) shall be based on satisfactory performance on same terms and conditions, discount percentage and CGHS rates of Delhi (Nov 2014). After the completion of 2 years, the DGMH, UP may further enter into a contract with the same service provider on the same terms & conditions and discount percentage (*of the existing contract*) on prevailing CGHS Delhi rates as applicable at the time of renewal of contract.

6. The Bidder has to offer a discount percentage up to three decimal places on CGHS Delhirates(Nov 2014) for all the hospitals which are listed under a specific hospital. Bids will be evaluated hospitalwise. The contract(s) will be awarded to the substantially responsive Bidder or Bidders offering the highest discount percentage. The extension after the second year should have a cap of one year.
7. The contract will be signed by the CMS (Chief Medical Superintendent) / SIC (Supervisor In-charge) / Director of the respective hospitals with the selected Service Provider resulting lowest cost to the Employer for combined hospital, subject to the selected bidder(s) meeting the required qualification criteria for hospital or combination of hospitals as the case may be.
8. Service Providers shall meet the minimum qualification criteria as stated in the bidding document. Service Providers would need to submit the Bid Cost in the form of Demand Draft and Bid Security in the form of Fixed Deposit Receipt (pledged in favour of Project Director) or Bank Guarantee of scheduled bank to be kept in separate sealed envelope attached with the sealed bid document envelope, failing which the service provider's bid would be treated as "**Non Responsive**".
9. Interested eligible bidders may obtain further information from the office of Project Director, UPHSSP and bid document will be available for view and download on the project website [www.uphssp.org](http://www.uphssp.org).
10. A pre-bid meeting will be held on 3<sup>rd</sup> February 2016 at 3:00 PM at the office of Project Director, Uttar Pradesh Health Systems Strengthening Project, Training Block -2 , SIHFW Campus, C Block, Indira Nagar, Lucknow - 226016 to clarify the issues and to answer questions raised by the prospective bidders on any issue related with the bid document.
11. Bid document may be purchased from the office of the Project Director on any working day between 10:00 AM to 4:00 PM from 20th January 2016 to 21st February 2016 on payment of Rs. 10,000/- (Rupees Ten Thousand Only) (non-refundable) through Demand Draft drawn in favour of Project Director, UPHSSP payable at Lucknow. The Bid document requested by mail will be dispatched through speed post on payment of an extra amount of Rs. 500/- (Rupees Five Hundred Only) along with bid fees of Rs. 10,000/- (Rupees Ten Thousand Only). UPHSSP will not be responsible for postal delay, if any, in the delivery of the document or non-receipt of the same. Bid document can also be downloaded from the website <http://uphealth.up.nic.in> and <http://uphssp.org>. However, if the bid is submitted on the document downloaded from the website, the

Service Provider shall include a Bank Draft payable at Lucknow for Rs. 10,000/- (Rupees Ten Thousand Only) (non-refundable) in favour of Project Director, UPHSSP towards the fees of the bidding document in a separate envelope. **Non-payment of the bid fee before bid submission will be a reason for declaring the bid as Rejected Bid.**

12. The bid will be valid for a period of 180 days after bid submission date.
13. Bids accompanied by the required bid security as indicated in table at 1.1 of the Bid Data Sheet (BDS) must be delivered to the Project Director, Uttar Pradesh Health Systems Strengthening Project (UPHSSP), Training Block -2, SIHFW Campus, C-Block, Indira Nagar, Lucknow - 226016 (UP, India) on or before 22<sup>nd</sup> February 2016, 2:00 PM. If a bidder submits bids for more than one hospital, separate bid security shall be submitted for each hospital.
14. The bids will be opened on the same day at 3.00 PM in the presence of service provider's representatives (one individual) who choose to attend the bid opening.
15. In the event of specified date for the submission of bids being declared a holiday for the Purchaser's office, the due date for submission and opening will be the next working day at the same time.

Project Director  
UPHSSP  
Uttar Pradesh Health Systems Strengthening Project  
Training Block -2 , SIHFW Campus, C Block, Indira Nagar, Lucknow - 226016

## Summary

### **PART 1 - BIDDING PROCEDURES**

#### **Section I: Instructions to Bidders (ITB)**

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

#### **Section II. Bidding Data Sheet (BDS)**

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

#### **Section III: Bidding Forms**

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

#### **Section IV. Eligible Countries**

This Section contains information regarding eligible countries.

### **PART 2 - ACTIVITY SCHEDULE**

#### **Section V. Activity Schedule**

This Section contains the activity schedule.

### **PART 3 - *CONDITIONS OF CONTRACT AND CONTRACT FORMS***

#### **Section VI. General Conditions of Contract (GCC)**

#### **Section VII. Special Conditions of Contract (SCC)**

#### **Section VIII. Performance Specifications and Drawings**

#### **Section IX: Contract Forms**



# Part I – Bidding Procedures

## Section I. Instructions to Bidders

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# Instructions to Bidders

## A. General

1. **Scope of Bid**
  - 1.1 The Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the BDS**.
  - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**. **The extension after the second year should have a cap of one year.**
2. **Source of Funds**
  - 2.1 The Borrower, as **defined in the BDS**, intends to apply part of the funds of a loan from the World Bank, **as defined in the BDS**, towards the cost of the Project, **as defined in the BDS**, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.
3. **Corrupt or Fraudulent Practices**
  - 3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the Bank:
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) "corrupt practice"<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the

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<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of these SBDs, [another party] refers to a public official acting in relation to the procurement process or contract execution]. In this context, [public official] includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

actions of another party;

- (ii) “fraudulent practice”<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice”<sup>5</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
    - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under para. 1.14 (e) of the Bank’s Procurement Guidelines.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or

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<sup>3</sup> For the purpose of these SBDs, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>4</sup> For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

#### **4. Eligible Bidders**

4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.

4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the

consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.

4.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.

4.4 The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

4.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Sub-Clause 3.1.

## 5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

(a) copies of original documents defining the

constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on

all partners;

- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified in the BDS;**
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the

## **BDS.**

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS.**
- 6. One Bid per Bidder** 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 7. Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
- 8. Site Visit** 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

## **B. Bidding Documents**

- 9. Content of Bidding Documents** 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I Instructions to Bidders



Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Eligible Countries
Section V	Activity Schedule
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Performance Specifications and Drawings (if Applicable)
Section IX	Contract Forms

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.

**10. Clarification of Bidding Documents**

10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile or email) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

**11. Amendment of Bidding Documents**

11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause

21.2 below.

### C. Preparation of Bids

- 12. Language of Bid** 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 13. Documents Comprising the Bid** 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
  - (b) Bid Security;
  - (c) Priced Activity Schedule;
  - (d) Qualification Information Form and Documents;
  - (e) Alternative offers where invited;
- and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.
- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract
- 14. Bid Prices** 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications [or Activity Schedule (Section V)], Section VIII and listed in the

Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

**15. Currencies of Bid and Payment**

15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:

(a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise **specified in the BDS**; and

(b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.

15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and

responsive to ITB Sub-Clause 15.1.

- 16. Bid Validity**
- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.
- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.
- 17. Bid Security**
- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 17.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in the currency of the Employer's Country or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
  - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.

- (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 34;
  - (ii) furnish a Performance Security in accordance with ITB Clause 35.

17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid

Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

**18. Alternative Proposals by Bidders**

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

**19. Format and Signing of Bid**

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or

written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

#### **D. Submission of Bids**

##### **20. Sealing and Marking of Bids**

- 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

- 20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS;**
- (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**

- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

- 20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

##### **21. Deadline for Submission of Bids**

- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**

- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 22. Late Bids** 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids** 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

## **E. Bid Opening and Evaluation**

- 24. Bid Opening** 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS**.
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23



shall not be opened.

24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

**25. Process to Be Confidential**

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

**26. Clarification of Bids**

26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors

discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**27. Examination of Bids and Determination of Responsiveness**

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**28. Correction of Errors**

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of

subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

**29. Currency for Bid Evaluation**

29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:

(a) the currency of the Employer's country at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS**;

**or**

(b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS**, at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in the currency of the Employer's country.

**30. Evaluation and Comparison of Bids**

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 28;

(b) excluding provisional sums and the provision, if any,

for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications [or Activity Schedule (Section V)] Section VIII;

- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

**31. Preference for Domestic Bidders** 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

## **F. Award of Contract**

**32. Award Criteria** 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a "slice and package" basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded

concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

- 33. Employer's Right to Accept any Bid and to Reject any or all Bids**
- 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
- 34. Notification of Award and Signing of Agreement**
- 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.
- 34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.
- 35. Performance Security**
- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a

Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.
- 35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

**36. Advance  
Payment and  
Security**

36.1 DELETED

**37. Adjudicator**

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.



# Section II. Bidding Data Sheet

## Instructions to Bidders Clause Reference

<b>A. General</b>																																																																																
<b>1.1</b>	<p>The Employer is <i>Project Director, U.P. Health Systems Strengthening Project, Training Block-2, SIHFW Campus, Block-C, Indira Nagar, Lucknow-226016 (U.P.)</i></p> <p>The name and identification number of the Contract are ;  <i>Name: Outsourcing of High end Laboratory Services in 7 Government District Hospitals</i>  <i>Identification Number: UPHSSP/PATHLAB/2015-16/02</i></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 5%;">Schedule No.</th> <th style="width: 35%;">Name of the Hospital</th> <th style="width: 5%;">Bedded</th> <th style="width: 10%;">Bed Occupancy Rate</th> <th style="width: 10%;">No. of Outpatients</th> <th style="width: 10%;">No. of Inpatients</th> <th style="width: 10%;">Turnover (rounded off) in lacs INR</th> <th style="width: 10%;">Performance Security for respective hospital (rounded off) in lacs INR</th> <th style="width: 10%;">Bid Security (rounded in lacs INR</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>District Hospital (Male), Agra</td> <td>118</td> <td>119.43</td> <td>453,976</td> <td>42,226</td> <td>180.00</td> <td>18.00</td> <td>7.20</td> </tr> <tr> <td>2</td> <td>M.M.G. Chikitsalaya, Ghaziabad (Dist hosp, Male, Ghaziabad)</td> <td>166</td> <td>83.23</td> <td>417,807</td> <td>13,998</td> <td>140.00</td> <td>14.00</td> <td>5.60</td> </tr> <tr> <td>3</td> <td>District Hospital (Male), Meerut</td> <td>250</td> <td>74.59</td> <td>394,307</td> <td>19,418</td> <td>140.00</td> <td>14.00</td> <td>5.60</td> </tr> <tr> <td>4</td> <td>District Hospital (Male), Azamgarh</td> <td>212</td> <td>77.88</td> <td>347,818</td> <td>14,560</td> <td>120.00</td> <td>12.00</td> <td>4.80</td> </tr> <tr> <td>5</td> <td>Shri Ram Chikitsalaya, Ayodhya, Faizabad</td> <td>85</td> <td>95.06</td> <td>252,186</td> <td>8,527</td> <td>85.00</td> <td>8.50</td> <td>3.40</td> </tr> <tr> <td>6</td> <td>A.H.M. Mahila Chikitsalaya, Kanpur Nagar</td> <td>210</td> <td>57.93</td> <td>126,025</td> <td>20,393</td> <td>60.00</td> <td>6.00</td> <td>2.40</td> </tr> <tr> <td>7</td> <td>S.S.P.G. Chikitsalaya, Varanasi</td> <td>286</td> <td>69.17</td> <td>507,967</td> <td>18,141</td> <td>170.00</td> <td>17.00</td> <td>6.80</td> </tr> </tbody> </table>								Schedule No.	Name of the Hospital	Bedded	Bed Occupancy Rate	No. of Outpatients	No. of Inpatients	Turnover (rounded off) in lacs INR	Performance Security for respective hospital (rounded off) in lacs INR	Bid Security (rounded in lacs INR	1	District Hospital (Male), Agra	118	119.43	453,976	42,226	180.00	18.00	7.20	2	M.M.G. Chikitsalaya, Ghaziabad (Dist hosp, Male, Ghaziabad)	166	83.23	417,807	13,998	140.00	14.00	5.60	3	District Hospital (Male), Meerut	250	74.59	394,307	19,418	140.00	14.00	5.60	4	District Hospital (Male), Azamgarh	212	77.88	347,818	14,560	120.00	12.00	4.80	5	Shri Ram Chikitsalaya, Ayodhya, Faizabad	85	95.06	252,186	8,527	85.00	8.50	3.40	6	A.H.M. Mahila Chikitsalaya, Kanpur Nagar	210	57.93	126,025	20,393	60.00	6.00	2.40	7	S.S.P.G. Chikitsalaya, Varanasi	286	69.17	507,967	18,141	170.00	17.00	6.80
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<b>1.2</b>	<p>The Delhi CGHS rate list of year Nov.2014 will be taken as base rate for the contract period (initial 12 months) and the discount percentage quoted by the service agency would be binding and applicable for current and extended contract period.</p> <p><i>After the completion of 2 years, the DGMH, UP may further enter into a contract with the same service provider on the same terms &amp; conditions and discount percentage (of the existing contract) on prevailing CGHS Delhi rates as applicable at the time of renewal of contract.</i></p>																																																																															
<b>2.1</b>	<p>The Borrower is Government of India</p> <p>The Project is Uttar Pradesh Health Systems Strengthening Project</p> <p>The loan/credit number is <b>5033-IN</b></p>																																																																															
<b>5.2</b>	<p>Prequalification is not been undertaken: Not Applicable</p>																																																																															
<b>5.3</b>	<p>The Qualification Information and Bidding forms to be submitted are as</p>																																																																															



	<p>follows:</p> <ul style="list-style-type: none"> <li>(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;</li> <li>(b) total monetary value of Services performed for each of the last three years (attach certificate of statutory auditor);</li> <li>(c) experience in Services of pathological diagnostic services and size for each of the last three years, details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts (attach certificate of statutory auditor);</li> <li>(d) qualifications and experience of key site management and technical personnel proposed for the Contract;</li> <li>(e) reports on the financial standing of the Bidder, such as profit &amp; loss statements, balance sheet and auditor's reports for the past three years;</li> <li>(f) evidence of adequacy of working capital for this Contract (attach certificate from bank for financial resources)</li> <li>(g) authority to the Employer to seek references from the Bidder's bankers;</li> <li>(h) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;</li> </ul>
<p>5.4</p>	<p>Bids submitted by joint ventures is:<b>NOT ALLOWED and will be considered as Non Responsive</b></p>

<p><b>5.5 and 5.5 (a)</b></p>	<p>The qualification criteria in Sub-Clause 5.5 areas follows:</p> <ul style="list-style-type: none"> <li>i. Annual Volume of Services: Having the value of turnover <b>from diagnostic services</b> for each hospital as specified in Table under ITB 1.1 in any of the one year during the last 3 (three) financial years (2012-13, 2013-14, 2014-15). In case the Service Provider is participating in more than one hospital then the total value of turnover would be summed up accordingly to ascertain the qualification (attach certificate from statutory auditor of the legal entity).</li> <li>ii. Having at least 3 (three) years of experience of running &amp; managing laboratories and sample testing for all pathology disciplines comprising of haematology, biochemistry, microbiology histopathology and immunology (attach a declaration in the form of affidavit).</li> <li>iii. The Laboratories where the samples will be analyzed must be following NABL (National Accreditation Board for Testing &amp; Calibration Laboratories) standards and must have a quality manual that is adhered to by the service provider (attach copy of the quality manuals)</li> <li>iv. A well-developed &amp; functioning LIS system for electronic monitoring and reporting (attach relevant documentary evidence)</li> </ul>
<p><b>5.5(b)</b></p>	<p>Not Applicable</p>
<p><b>5.5(c)</b></p>	<p>The minimum indicative essential office equipment / machinery (in working condition) to be made available for the Contract by the successful Bidder at each collection center shall be:</p> <ul style="list-style-type: none"> <li>i. Refrigerator for storing samples</li> <li>ii. One Desktop Computer with webcam, keyboard &amp; mouse with functional internet connectivity</li> <li>iii. One Laser jet Printer</li> <li>iv. One Centrifuge</li> <li>v. One Scanner cum photocopier</li> <li>vi. Bar coding devices with accessories &amp; related consumables like vacutainers and syringes (ethylene oxide sterilized) which should be F.D.A. (U.S. Food and Drug Administration) approved</li> </ul>

	<ul style="list-style-type: none"> <li>vii. Syringe cutter</li> <li>viii. Proper arrangements for full electricity back up</li> <li>ix. Furniture as per requirement for drawing blood etc.</li> </ul>
<b>5.5 (d)</b>	Not Applicable
<b>5.5(e)</b>	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be Rs. 10Lakhs for each schedule in the form of Liquid Asset Resource Certificate from the banker's of the legal entity.
<b>5.6</b>	Subcontractors' experience shall not be taken into account
<b>B. Bidding Data</b>	
<b>9.2 and 19.1</b>	The number of hard copies of the Bid to be completed and returned shall be two (one original and one copy) along with copies of <b>CD-W</b> (one original and one copy). The CDs should not be locked / password protected, should not be rewritable and should clearly state "ORIGINAL" and "COPY".
<b>10.1</b>	<p>Add the following clause</p> <p><u>A Pre-Bid Meeting:</u> Take place at the following date, time and place:  Date: <u>3<sup>rd</sup> February 2016</u> Time: 03:00 PM  Place: <i>Meeting Hall of Project Director, U.P. Health Systems Strengthening Project, Training Block-2, SIHFW Campus, Block-C, Indira Nagar, Lucknow-226016 (U.P.)</i></p>
<b>C. Preparation of Bids</b>	
<b>12.1</b>	Language of the bid: "English"

<p><b>13.1</b></p>	<p>The bidder has to comply according to ITB 13.1 from (a) to (d) with an additional materials to be submitted which are as follows:-</p> <p>(e) : Not Applicable</p> <p>(f) License: The Service Provider should provide authorized license certificate for running the clinical / diagnostic / laboratory services.</p> <p>g) The Service Provider must have all statutory registrations i.e. service tax registration, Permanent Account Number (PAN), Labour Registration Certificate, VAT, Shop &amp; Commercial Act, Labour Act, EPF &amp; ESI (copy to be attached).</p> <p>h) Income Tax Returns (ITRs) for past 3 assessment years (2012-13, 2013-14, 2014-15)</p> <p>i) The Service Provider should not have been found guilty and involved in any pending and ongoing CBI litigations. The service provider should also not have been barred or blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and also if such bar/blacklisting subsists as on the Proposal Due Date, the Service Provider would not be eligible to submit the proposal. <b>The Service Provider shall have to submit a notarized affidavit to this effect as per format given in section-IX as part of the Qualification Criteria.</b></p> <p>Also any entity/bidder which has been punished for any offence or the Director/Partner/Chairperson/Trustee of that entity is convicted for any offence or against whom any criminal cases is/are pending before competent court, shall not be eligible to submit the proposal. <b>The bidder shall have to submit a notarized affidavit to this effect as per affidavit format given in section-IX as part of the Qualification Criteria</b> for entity/bidder and each of the Director/Partner/Chairperson/Trustee.</p> <p>If found that the entity/bidder or any of the Director/Partner/Chairperson/Trustee had submitted a false affidavit, the bid will be deemed void (rejected) and treated as Non responsive and due legal / penal proceedings shall be initiated against the bidder or any of the</p>
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	<p>Director/Partner/Chairperson/Trustee.</p> <p>j) Manpower: The Service Provider should list out the No. of Staff already employed and whether qualified Technicians with required skills set / experiences as per the requirement stated in the Terms of Reference (ToR) are available. Service Provider shall ensure that the personnel deployed in the collection center(s) and diagnostic laboratory should be skilled enough to carry out the required tasks. For details refer Annexure B</p>																
<p><b>14.</b></p>	<p><i>Bids will be invited as a percentage contract based on the Central Government Health Scheme (CGHS) Rates for specified high end tests as applicable to Delhi (Nov 2014) published in the CGHS website. The Bidder has to offer a discount percentage for each schedule up to three decimal places on CGHS (Nov 2014) rate as applicable to Delhi. Bids will be evaluated schedule wise. The contract(s) will be awarded to the substantially responsive Bidder or Bidders offering the highest discount percentage on CGHS (Nov 2014) Delhi rate.</i></p> <p>The Delhi CGHS rate list of year Nov.2014 will be taken as base rate for the contract period (initial 12 months) and the discount percentage quoted by the service agency would be binding and applicable for current and extended contract period.</p>																
<p><b>15</b></p>	<p>15.1 (a) All payments will be made in Indian Rupees (INR)</p> <p>(b) The payments are divided into 3 categories as under, for which the service agency has to submit 3 invoices separately:-</p> <table border="1" data-bbox="423 1377 1365 1772"> <thead> <tr> <th>Payment Category</th> <th>% Payment (8:1:1)</th> <th>Basis of Payment</th> <th>No. of days to release payments from date of submission of Invoice</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>80%</td> <td>Upfront payment on submission of Invoice</td> <td>15 days</td> </tr> <tr> <td>2</td> <td>10%</td> <td>TAT Linked</td> <td>45 days</td> </tr> <tr> <td>3</td> <td>10%</td> <td>EQA Linked</td> <td>60 days</td> </tr> </tbody> </table> <p>(c) For Upfront Payment Category 1</p>	Payment Category	% Payment (8:1:1)	Basis of Payment	No. of days to release payments from date of submission of Invoice	1	80%	Upfront payment on submission of Invoice	15 days	2	10%	TAT Linked	45 days	3	10%	EQA Linked	60 days
Payment Category	% Payment (8:1:1)	Basis of Payment	No. of days to release payments from date of submission of Invoice														
1	80%	Upfront payment on submission of Invoice	15 days														
2	10%	TAT Linked	45 days														
3	10%	EQA Linked	60 days														

Payment of **[80%]** of the claimed Gross Amount on submission of Invoice by the service provider which will be verified by the hospital pathologist and counter signed by the CMS / SIC / DIRECTOR of the respective hospital

(d) For Payment Category 2 linked to Turn Around Time (TAT)

Payment of **[10%]** of the claimed Gross Amount on submission of Invoice (*supported with individual TAT compliance report*) by the service provider which will be verified by the hospital pathologist and counter signed by the CMS / SIC / DIRECTOR of the respective hospital as per the following criteria:-

Level	TAT Compliance	Penalty points	Penalties for not meeting TAT as stipulated
Level 1	>95%	0	No Penalty
Level 2	>76% -<95%	2	25% deduction of the 10% retained amount linked to TAT
Level 3	>66% -<75%	3	50% deduction of the 10% retained amount linked to TAT
Level 4	<65%	4	100% deduction of the 10% retained amount linked to TAT

**Applicability of Penalty points for Termination of the Contract & Invocation of Performance Bank Guarantee:-**

If the service provider gets total 12 penalty points or 2 continuous months he falls in Level 4, this will lead to termination of contract

The TAT would be calculated starting from the time sample is taken from the patient upto successfully uploading the test result on the designated website. The website would be managed by designated personnel from UPHSSP and after the project period it shall be managed by GoUP.

(e) For Payment Category 3 linked to EQA\*

Payment of **[10%]** of the claimed Gross Amount on submission of Invoice by the service provider which will be verified by the hospital pathologist and counter signed by the CMS / SIC / DIRECTOR of the respective hospital as per following:-

Range of Deviation	EQA Compliance	Penalties for not meeting EQA as stipulated	Remarks	
$\pm < 2$	"Satisfactory"	No Penalty		
$\pm > 2 \sigma$ and $\pm < 3 \sigma$	"Warning"	10% of the retained amount of all disciplines linked to EQA will be forfeited	warning would be issued or it will be treated as a deemed warning	
$\pm > 3 \sigma$	"Rejection"	Service provider will not be reimbursed 10% of the amount linked to EQA. In addition, all the payments made to the Service provider will be recovered from the outstanding dues / PBG for the tests falling under Rejection category in a particular month for respective discipline.	<p>In any particular month, the rejection cases should not exceed more than 10% of the total tests performed in that month under EQA. If this condition is violated for the first time then a warning would be issued or will be treated as a deemed warning and in the next month the Service Provider has to ensure that the total rejection % is &lt;5% in all tests &amp; there should be no "Rejection" cases in the same discipline and if this is not complied with than the contract is liable to be terminated.</p> <p><b>The service provider has to redo all the tests which are in 'Rejection' range for all the patients without any charges to the Employer.</b></p>	

	<p>*The cost of External Quality Agency will be borne by UPHSSP. The EQA will be done on monthly basis.</p> <p>(f) For obtaining monthly payments service provider has to attach the valid Invoices with a summary of test slips and tests conducted, prescriptions by the government hospital doctors and test reports (test reports in CD form)</p> <p>(g) The termination of the contract will be subject to prior approval of UPHSSP</p>
<b>16.1</b>	The bids shall be valid for a period of 180 days after bid submission date
<b>17.1; 17.2</b>	The Bidder shall provide 'Bid Security' for an amount stated in the Table under ITB 1.1 for each hospital. If a bidder submits bids for more than one hospitala separate bid security shall be submitted for each hospital. Bid Security should be valid for 30 days after the expiry of Bid Validity.
<b>17.2 (a)</b>	Bid Security should be in the form of either a Fixed Deposit Receipt pledged in favour of the Project Director, UPHSSP or Bank Guarantee from scheduled bank in the name of Project Director, UPHSSP
<b>18.1 to 18.4</b>	<b>NOT APPLICABLE</b>
<b>D. Submission of Bids</b>	
<b>20.2</b>	<p>The Employer's address for the purpose of Bid submission is - Project Director, U.P. Health System Strengthening Project, Training Block-2, SIHFW Campus, Block - C, Indira Nagar, Lucknow-226016. U.P. India</p> <p>For identification of the bid the envelopes should indicate:  Contract: Out sourcing of High End Pathology Lab Services in 7 Government Hospitals,  Bid Reference: UPHSSP/PATHLAB/2015-16/02</p> <p>The envelopes should also clearly identify the two copies as Original &amp; Duplicate / Copy respectively along with copies of <b>CD-W</b> (one original and one copy). The CDs should not be locked / password protected, should not be rewritable and should clearly state "ORIGINAL" and "COPY" sealed and kept in inner envelope.</p> <p>Bid Cost in the form of Demand Draft and Bid Security in the form of Fixed Deposit Receipt (<i>pledged in favour of Project Director</i>)/ Bank</p>



	<p>Guarantee of scheduled bank to be kept in separate sealed envelope attached with the sealed bid document envelope and kept in outer envelope.</p> <p>The original and duplicate bid document (in 2 separate sealed inner envelope) with the bid cost &amp; bid security will be kept in sealed outer / master envelope.</p>
<b>21.1</b>	The deadline for submission of bids shall be dated 22nd February 2016 at 2:00 PM at U.P. Health System Strengthening Project, Training Block-2, SIHFW Campus, Block - C, Indira Nagar, Lucknow-226016. U.P. India
<b>E. Bid Opening and Evaluation</b>	
<b>24.1</b>	Bids will be opened promptly at 3:00 PM on the same date after bid submission at the following address Project Director, U.P. Health System Strengthening Project, Training Block-2, SIHFW Campus, Block - C, Indira Nagar, Lucknow-226016. U.P. India
<b>29.1</b>	Not Applicable
<b>30</b>	The evaluation and comparison of Bids will be done in accordance ITB Clause 27. Bidders have the option to Bid for any one or more hospitals. Bids will be evaluated hospital-wise. The contract(s) will be awarded to the substantially responsive Bidder or Bidders offering the highest discount percentage on CGHS (Nov 2014) Delhi rates.
<b>F. Award of Contract</b>	
<b>35.1</b>	<p>The Performance Security acceptable to the Employer shall be the in the Standard Form of "Bank Guarantee" A Bank Guarantee for an amount as specified in the ITB 1.1 (in favour of Project Director UPHSSP) valid for 15 months from the date of signing of contract.</p> <p>In case the contract is renewed then fresh/renewal of the Bank Guarantee is required for a period of next 15 months.</p>
<b>37.1</b>	The Adjudicator (to be agreed & communicated later on) proposed by the Employer whenever required under the provision of prevailing Indian Law, who will be paid Rs. 5000/day, plus TA/DA as applicable. The above fee & TA, DA will be borne by both Employer & Service Provider equally.

## Section III. Bidding Forms

### Table of Forms

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## Service Provider's Bid

*[date]*

To: *[name and address of Employer]*

Having examined the bidding documents including addenda No ....., we offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, specifications and activity schedule accompanying this Bid.

	Discounted percentage offered by the Bidder (Up to 3 decimal points)
Schedule 1	
Schedule 2	
Schedule 3	
Schedule 4	
Schedule 5	
Schedule 6	
Schedule 7	

We accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and	Amount and	Purpose of
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Section III. Bidding Forms

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address of agent

Currency

Commission or  
gratuity

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(if none, state "none")

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

## Qualification Information

**1. Individual Bidders or Individual Members of Joint Ventures**

- 1.1 Constitution or legal status of Bidder: *[attach copy]*  
 Place of registration: *[insert]*  
 Principal place of business: *[insert]*  
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in three years (2011-12, 2012-13, 2013-14) in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last three years (2011-12, 2012-13, 2013-14). The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.4(c). - Not Applicable

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.4(d) and

GCC Clause 9.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7 (**NOT APPLICABLE**)

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.
  - 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.
- 2. Joint Ventures (NOT APPLICABLE)**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
  - 2.2 The information in 1.12 above shall be provided for the joint venture.
  - 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
  - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
    - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
    - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
    - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1.

## Letter of Acceptance

*[letter head paper of the Employer]*

*[date]*

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of percentage discount \_\_\_\_\_(in words)\_\_\_\_\_on CGHS (Nov 2014) Delhi rates for Schedule no. \_\_\_\_, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

The Project proposes to nominate \_\_\_\_\_ as an Adjudicator a per the clauses of the Bid Document and your confirmation/ acceptance is requested for his nomination.

It is also to mention that kindly submit the required Performance Security separately for each hospital in the form of Bank Guarantee from scheduled bank in favour of contract signing authority valid for a period of 15 months from the date of signing of agreement for the value mentioned in the table above, latest by dd/mm/yyyy.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents

Please return the attached Contract dully signed

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract



## Form of Contract

<to be executed after Award of Contract>

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, *Uttar Pradesh Health Systems Strengthening Project or its authorized representatives* (hereinafter called the "Employer") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at percentage discount \_\_\_\_\_(in words)\_\_\_\_\_on CGHS (Nov 2014) Delhi rates for Schedule no. \_\_, /
- (c) the Employer has received a credit from the International Development Association (hereinafter called the "Association") towards the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Employer and upon approval by the Bank , (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan , and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider's Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications/ Scope of Work / Terms of Reference;
- (f) the Priced Activity Schedule and
- (g) the following Appendices:

Appendix A: Indicative List of high end tests which are to be provided by the bidder at 7 government District Hospitals

Appendix B: Qualifications / Skills set for Personnel engaged in the Lab

Appendix C: Essentials for Reporting Formats

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.
  - (c) the number of OP (outpatients) and IP (inpatients) as indicated in the bid pertains to year 2014. However, the patients availing the service may fluctuate at the time of carrying on services by the service provider

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

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*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

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*[Authorized Representative]*

## Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated \_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*



## Section IV. Eligible Countries

### Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:  
\_\_\_\_\_None\_\_\_\_\_

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:  
\_\_\_\_\_None\_\_\_\_\_

## **Part II - Activity Schedule**

## **Section V. Activity Schedule**

**TERMS of REFERENCE**  
**Out Sourcing of Pathology Lab Services in**  
**7 Government District Hospitals**

**1. Background**

**a) Introduction**

The Government of Uttar Pradesh (GoUP) has adopted a public private partnership (PPP) policy for the health sector. The over-riding objective of the policy is to utilize the technical, financial and management resources available in the private sector for strengthening the quality of services being provided through the public healthcare network.

It is well understood that Laboratory diagnostic services are a fundamental part of an effective and efficient health system. Medical treatment procedures have become highly dependent on diagnostic service to provide accurate diagnostics. Laboratory diagnostic service is required for a number of reasons, among them:

- providing effective diagnosis,
- measure the amount of medicines to be provided,
- quantify the extent of cure effected, and
- identify the medical sensitivities of the patient to avoid any adverse effects.

**b) Current Scenario and Needs Assessment**

In Uttar Pradesh, most district hospitals are not equipped and staffed with the necessary capacity to carry out a full range of laboratory Samples as per the availability of specialties and the type of medical care to be provided as per NABH and/or Equivalent Standard's norms. This shortage of essential medium to high-end diagnostic service severely handicaps the effectiveness of service delivery at the hospital and results in unwanted referrals. At the same time it is well documented that the provision of high-end diagnostic is costly (It has been understood from a cost benefit analysis that availing services from a PPP lab will reduce out of pocket expenditure of the patient by three times from the market price).

It has been found that there is a huge demand of high end pathology tests required on regular basis. There is huge shortage of pathologists, technicians and required equipment to perform these high end laboratory tests. Even in majority of the hospitals, the most important emergency Samples such as sodium, potassium etc. are not being performed and also the chances of heart attack are high in odd hours at night and in government labs facility for tests such as troponin tests, CK or CK-MB tests are not available. It has been further



observed that the regular pathology tests are also not been performed due to absenteeism, lack of continuous supply of re-agents, non-calibration of equipments, lack of technological upgradation etc.

As per Government mandate, these hospitals are being selected for NABH accreditation and according to NABH operational guideline {(Point no. 7 of Chapter 1 - ACCESS, ASSESSMENT AND CONTINUITY OF CARE (AAC 6.h)} - *"Laboratory tests not available in the organization are outsourced to organization(s) based on their Quality Assurance Programme"*

It is lieu of this that the Government of Uttar Pradesh has proposed to adopt a public private partnership (PPP) model to address the supply constraints in the health sector.

The Employer already set up laboratory collection centers based on a PPP model in 40 district hospitals at various locations. Now it is proposed for more 10 hospitals, out of which 7 hospitals will be awarded through bidding process as mentioned in Bid Data Sheet. The decision to use a PPP model is, the choice of which have been guided by the fact that there is an unmet demand for such high end laboratory samples as explained above in various districts hospitals of Uttar Pradesh. The proposed diagnostic centers would help the patients to avoid long distance travel and provide high end diagnostic services in case of medical conditions, thus leading to better prognosis.

## **2. Objectives**

The Service Provider is required to achieve a high level of satisfactory Path Lab Services. The key considerations are:

- Provide high end laboratory diagnostic services which are currently not being offered, by relying on the expertise of the private sector
- Speedier diagnosis, reduced incidence of complications due to delays in diagnosis
- Improved ability of the public health system to respond to health needs of the people
- Increased confidence of the community in public health services and improved utilization
- Increased access of people to improved quality of diagnostic services at affordable costs

- Reduction in upstream treatment costs of complicated conditions resulting in financial savings to the government, which can be channeled to preventive healthcare
- Mobilize private capital to speed up the delivery of infrastructure and services
- Enable efficient use of diagnostic service by improving the identification of long-term risks and their allocation, while maintaining affordable tariffs
- Provide higher quality of services
- Access best practices
- Enable regular maintenance and upgrades
- The Service provider will invest the capital and ensure the maintenance of equipment
- The Service provider will also recruit the manpower and train them to deliver desired level of quality services.

### **3. Activities to be performed by the Service Provider (Scope of Work)**

- The service provider has to open, equip and manage an uninterrupted collection center at specified locations from 8AM to 6PM on daily basis including public holidays and Sundays. The service provider has to take in requests for tests by way of OPD slips till 6PM. In doing so, if the service agency has to hire lab technicians to render complete services, it will be the responsibility of the service agency to ensure continuity of services till 6PM. All the requisitions of samples received for a particular day has to be disposed of the same day. A designated space shall be allocated to the service provider in hospital premises and service provider has to refurbish the space at its own expenses.
- The service provider has to perform all laboratory Samples as mentioned in Annexure A
- The maximum waiting time allowed for individual patient for sample collection is 1 hour. If the Contract Signing Authority assesses the average waiting to be more than 1 hour than the service provider has to depute additional manpower to provide complete services.
- The service provider shall have to send/deliver the reports duly signed by the M.D. (Pathology) / Microbiology / Clinical Pathologist and within the defined Turn Around Time as mentioned in Annexure A.
- The Lab from where the results should be declared must follow NABL standards and should have a documented quality manual that is adhered to by the bidding service provider
- The service provider has to provide required equipment in the collection center to carry out the samples and the results of the samples duly

signed by MD (Pathology) of the respective diagnostic laboratory should be uploaded on UPHSSP / GoUP website. All the hard copies of the reports should be handed over by the service agency to the designated hospital authority of the District Hospital for further distribution to the respective registered patients.

- There should be a linkage between collection centers and the main laboratory where sample processing will be done; through LIS for daily report generation to be done in the hospital and should reflect on Patient Diagnostics Information System(PDIS)
- The service provider will provide all the consumables, chemicals and reagents (of desired quality standards in line with NABL requirements) required for sample collection and transportation.
- Bedside sample collection for IPD patients will be the responsibility of the service provider
- Service provider also needs to take requests from referred patients from other Government hospitals. The patients who are seeking services need to be registered at the hospital wherein the Laboratory services are outsourced.
- The samples shall be processed in labs following NABL equivalent standards.
- **The service provider will comply with all waste management procedures as mentioned in Bio-Medical Waste (Management and Handling) Rules 1998 and any amendments in the Act should be compiled fully by the Service Provider.**
- The service provider will also be required to carry out monthly swab test under the supervision of government Pathologist to check infection levels inside the collection centers and keep a copy of the same in its records. The time of swab test would be as decided by the CMS / SIC / DIRECTOR.
- The service provider is also required to keep the confidentiality of the reports and maintain and follow all necessary protocols for adhering to the same.
- The contract signing authority shall provide the connections for basic utilities like electricity and water connection. However it is the responsibility of service provider to pay for electricity to the collection centers. The service provider has to install sub-meter for electricity and total unit charges shall be borne by the service provider for electricity [*total unit charges = total units consumed x per unit rate*]

- Only those patients which will be registered at the district hospital(s) can avail facilities at these collection centers.
- The service provider should appoint a skilled laboratory technician for sample collection in these collection centers.
- All Samples should be done only in labs following NABL equivalent standards for testing samples from various hospitals.
  - **The service provider is required to fully adhere to the TAT (Turn Around Time) as mentioned in Annexure A for all the samples at the time of signing of the contract. The TAT for all the samples should also be clearly displayed through charts / boards(as per specification by the employer) in all 7collection centers by the service provider.**
- The Laboratory should have requisite hardware and licensed software for report generation, transmission, storage & archiving at a later date. **It will be the responsibility of Service Provider to interface their LIS with Patient Diagnostic Information System (PDIS). Basic structure of integration template of PDIS will not be changed and it is responsibility of Service Provider to integrate their LIS with Patient Diagnostic Information System (PDIS).** The soft copies of the Lab investigations reports relating to individual hospitals should be maintained within the respective hospital premises by the service provider.
- The Service Provider's Lab software should be capable enough, that it should be able to integrate with UPHSSP designed PDIS portal
- PDIS software is designed on .Net Architecture with SQL server 2012 at back end. The software is hosted on cloud which is accessible from <https://pdis.uphsspmis.org>
- The responsibility of integration and moving to cloud will be of the Service Provider.

#### **4. Responsibility of the Contract Signing Authority**

- Building - A designated adequate space will be allocated to the agency / service provider in hospital premises by respective CMS / SIC / DIRECTOR for setting up the collection center and the service provider has to refurbish the space at its own expenses

- Water and Electricity Connection - The contract signing authority shall provide the connections for basic utilities like electricity and water connection.
- Ensure that the provided space for Collection Centre in the hospital, should remain open during 8:00am to 6:00pm on daily basis, even on public holidays and Sundays.
- Keep check on the performed tests prescribed by the doctors of their respective hospital to ensure that result of those test converted in to the treatment part of the patient.
- The contract signing authority has to share the doctor's prescription with the service agency for record purposes which will be scanned by the service agency and well documented for clinical audits by Medical Directorate, GoUP. The service agency is required to share scan copy of the prescription with the contract signing authority, UPHSSP and Medical Directorate, GoUP.

## **5. Commencement of Work**

The Service Provider is required to start the work within 30 days from the date award/ date of communication of acceptance of the contract. In case it is found the work has not been taken up within 30 days from the date of acceptance contract or issue of the Work Order / Award of Contract the Project / hospital will levy the Liquidated Damages as per the contract and forfeit the performance security.

The Service Provider is required to post his authorized representative at the site of the work all the time, who shall receive the instructions from the contract signing authority from time to time. All such instructions received by the authorized representative on behalf of the Service Provider shall be deemed to have been received by the Service Provider within the scope of this work order.

## **6. Guidelines for Operating Collection Centre**

- Maintaining the integrity of the test sample at all stages of collection, handling and transportation to the main laboratory plays a vital role in the reliability of sample results. Therefore, it is important to ensure quality at the collection centres.
- Only collection centers running under ownership model will be allowed under this contract
- All issues related to the operation of collection centres and maintenance of quality shall be addressed by the laboratory in the quality system of the main laboratory. Specific instructions for proper collection and handling of primary samples at the collection centre and transportation of these samples to the laboratory shall be documented in

a primary sample collection manual, which shall be a part of the quality system of the laboratory. A copy of this manual shall be available at the collection centre.

- Laboratory shall document policies and procedures for proper hygiene, lighting, environmental conditions and privacy in its collection centres. It is the responsibility of the laboratory to ensure that its collection centres maintain adequate hygiene, lighting and environmental conditions such that the integrity of the samples is not affected during collection, storage and transportation. Special care should be taken to ensure that the work area is clean and well maintained.

- During the sample collection in collection centres, laboratory shall ensure the safety, comfort and privacy of the patients. Collection centres shall ensure that the environmental conditions are maintained as required during the transportation of sample to avoid deterioration of sample.

- Records of environmental conditions in the collection centres shall be maintained. Record of temperature and condition of the sample on receipt by the laboratory shall also be maintained.

- Reception and waiting area should be separate from collection area
- There should be provision of privacy during collections
- The collection area should be adequately lit and clean with suitable humidity & temperature
- The collection area should be adequately ventilated and prevented from dust. It should have adequate space & separation to avoid cross contamination
- Materials (Equipments, Consumables & Reagents) required for specimen collection eg. blood collection tubes, syringes, tubes, swabs etc. should be always available in adequate quantities. No expired material should be available in the collection center premises at any time. A periodic check will be done by hospital authorities to ensure these norms are being followed and any negligence may attract penalties.
- Collection staff should observe universal precautions at all times (to wear gloves, lab coat & protective mask, etc.)
- Approved receptacles for sharps and for contaminated waste should be available
- Transport and disposal of waste is in accordance with regulatory requirements
- The service provider should follow regulations for the transport of infectious and other diagnostic specimens by air and by surface so that in the event of an accident occurring, courier staff and the general public may not be exposed to blood and body fluids.

- **The service provider should follow Basic Triple Packaging System for transport of Diagnostic specimens collected and follow all the WHO guidelines for the same.**
- The parcel/courier of infectious substances attached with a plastic envelope clearly identifying- **'Bio-hazardous diagnostic specimens'**
- The minimum indicative essential office equipment / machinery (in working condition) to be made available for the Contract by the successful Bidder at each collection center shall be:
  - i. Refrigerator for storing samples
  - ii. One Desktop Computer with webcam, keyboard & mouse with functional internet connectivity
  - iii. One Laser jet Printer
  - iv. One Centrifuge
  - v. One Scanner cum photocopier
  - vi. Bar coding devices with accessories & related consumables like vacutainers and syringes (ethylene oxide sterilized) which should be F.D.A. (U.S. Food and Drug Administration) approved
  - vii. Syringe cutter
  - viii. Proper arrangements for full electricity back up
  - ix. Furniture as per requirement for drawing blood etc.

## **7. Monitoring, Evaluation and Reporting**

- Review & Monitoring of the Service provider:- will be done on daily basis by the hospital pathologist and monthly monitoring by the CMS / SIC / Director which will be assessed on the basis of general conditions of the collection center, hygiene, staff positions & behavior and timings
- Based on the monthly assessment by the CMS / SIC / Director of the respective hospitals if it is found that the service provider is not adhering to the Terms of Reference and other outcome indicators the CMS / SIC / Director can escalate the same to designated authorities at UPHSSP with request for termination of the contract.

- The CMS / SIC / Director of the respective hospital would on a monthly basis report the performance of the service provider to designated authorities at DGMH and UPHSSP
- Service provider will use the Patient Diagnostics Information System(PDIS) provided by UPHSSP which will have the provision for entry of basic patient details and uploading of the test results.
- In cases of FORCE MAJEURE relaxation will be given to service provider while levying penalty on TAT
- The service provider is obliged to participate in all monitoring & evaluation activities such as quarterly reviews, external audits/ surveys, external evaluations, audits etc.
- The service provider is expected to cooperate with all reviewing officers validating quantity and quality of samples being performed by sharing daily log registers and stock registers. In addition, data on validation of samples by NABL certified Laboratory / paneled specialists and information on quality control measures must be shared.
- Performance of contracted agency will also be validated by the CMS or any External Consultants (authorized by the UPHSSP) / PPP Cell by way of outcome indicators.
- The following outcome indicators will be analyzed on a quarterly basis to evaluate performance of the contracted agency :-
  - Percentage of Sample Spoilage
  - Percentage of Critical results communicated on time
  - Percentage of Repeated Samples
  - Incidents of Stock outs in the Laboratory Collection Centres
  - Incidents of High Infection Levels in the Laboratory Collection Centres
  - Downtime on Monthly basis
- The maximum waiting time allowed for individual patient for sample collection is 1 hour. If the Contract Signing Authority assesses the



average waiting to be more than 1 hour than the service provider has to depute additional manpower to provide complete services.

- The following reporting indicators will have to be provided by the service provider for Surveillance and National Health Reporting Systems

Table: 2. Key Reporting Indicators for NCDs (Non Communicable Diseases)

S.No	Reporting Indicators	Baseline	Means of Measuring
1.	Number of Pathological Samples conducted	3 month prior data from respective District Hospital	Monthly Beneficiary log books/ Lab Records

#### 8. Resource Replacement

- Except as the client may otherwise agree in writing, no changes in collection center resources shall be made.

Notwithstanding the above, the substitution of resources may only be considered only based on Lab's request due to circumstances outside of reasonable control of the lab, including but not limited to death or medical incapacity. In such case the lab shall forthwith provide as a replacement, a person of equivalent or better qualification and experience.

#### 6. Data, services and facilities to be provided by the client:

- The Government will provide the laboratory space along with the electricity and water supply connections. The electricity meter will be set up separately for the Lab by the service provider and the electricity charges will be borne by the service provider and will not be reimbursed by the Government.
- The Government will monitor the progress of the implementation of guidelines and services of these centers.
- The Government will develop a management information system and the co

ntracted agency is bound to collect data for the monitoring indicators, which will be reviewed routinely by district and state level authorities.

**7. Period of Contract:**

**a. Period of Contract:**

The period of contract will be for one year initially from the date of signing of the agreement and extendable as per terms of the contract.

## **Part III – Conditions of Contract and Contract Forms**

# Section VI. General Conditions of Contract

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## Section VI. General Conditions of Contract

### 1. General Provisions

**1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The **Adjudicator** is the person appointed jointly by the Employer and the Service provider to resolve disputes in the first instance, as provided for in Clauses \_\_\_ and \_\_\_ hereunder.
- (b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;
- or**
- (c) "Association" means the International Development Association, Washington, D.C., U.S.A.;
- (d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- (h) "Employer" means the party who employs the Service

Provider

- (i) "Foreign Currency" means any currency other than the currency of the country of the Employer;
- (j) "GCC" means these General Conditions of Contract;
- (k) "Government" means the Government of the Employer's country;
- (l) "Local Currency" means the currency of the country of the Employer;
- (m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;
- (n) "Party" means the Employer or Contract Signing Authority or the Service Provider, as the case may be, and "Parties" means all of them;
- (o) "Personnel" means persons hired by the Service Provider or by any Subservice provider as employees and assigned to the performance of the Services or any part thereof;
- (p) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) "Service Provider's Bid" means the completed bidding ;document submitted by the Service Provider to the Employer
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer

- (t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (u) "Subservice provider" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Employer's country, unless otherwise specified in the Special Conditions of Contract (SCC).

**1.3 Language** This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

**1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.



**1.7 Inspection and Audit by the Bank** The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.

**1.8 Taxes and Duties** The Service Provider, Subservice providers, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

**2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

### **2.2 Commencement of Services**

**2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

**2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

**2.3 Intended Completion Date** Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

**2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

## **2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

**2.6.1 By the Employer** The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract,

within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice"<sup>6</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"<sup>7</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"<sup>8</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"<sup>9</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering

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<sup>6</sup> For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>7</sup> For the purpose of this Contract, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

<sup>8</sup> For the purpose of this Contract, "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>9</sup> For the purpose of this Contract, "party" refers to a participant in the procurement process or contract execution.

or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines.

**2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination, based on the performance clause calculation.

(b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

### 3. Obligations of the Service Provider

#### 3.1 General

The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subservice providers or third parties.

#### 3.2 Conflict of Interest

##### 3.2.1 Service

**Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Providers pursuant to Clause 6 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subservice providers, and agents of either of them similarly shall not receive any such additional remuneration.

##### 3.2.2 Service

**Provider and Affiliates not to be Otherwise Interested in Project**

The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subservice provider and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

##### 3.2.3 Prohibition of

Neither the Service Providers nor their Subservice providers nor the Personnel shall engage, either directly or indirectly, in

**Conflicting Activities**

any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subservice providers shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be specified in the SCC.

**3.3 Confidentiality**

The Service Providers, their Subservice providers, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

**3.4 Insurance to be taken out by the Service Providers**

The Service Providers (a) shall take out and maintain, and shall cause any Subservice providers to take out and maintain, at their (or the Subservice providers', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Service Providers' Actions Requiring Employer's Prior Approval**

The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by

name in Appendix C (“Key Personnel and Subservice providers”),

(c) changing the scope of services or schedule of activities; and

(d) any other action that may be specified in the SCC.

**3.6 Reporting Obligations**

The Service Providers shall submit to the Employer the reports and documents specified in Appendix C in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.7 Documents Prepared by the Service Providers to Be the Property of the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

**3.8 Liquidated Damages**

**3.8.1 Payments of Liquidated Damages**

The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.

**3.8.2 Correction for Overpayment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider

**3.8.3 Lack of performance penalty**

by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be levied on the Service Provider. The amount to be paid/ deducted will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in clause 7.2.

**3.9 Performance Security**

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days after the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond

**4. Service Provider's Personnel**

**4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subservice providers listed by title as well as by name in Appendix C are hereby approved by the Employer.

**4.2 Removal and/or Replacement of Personnel**

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.



- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the Employer

**5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

**5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

**5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## 6. Payments to the Service Provider

**6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subservice providers' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause

6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3.

- 6.2 Contract Price**
- (a) The price payable in local currency is set forth in the SCC.
  - (b) The price payable in foreign currency is set forth in the SCC.

- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
  - 6.3.2 *[OPTIONAL]*: The service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix H.

**6.4 Terms and Conditions of Payment**

Payments will be made to the Service Provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

**6.5 Interest on Delayed Payments**

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC

**6.6 Price Adjustment** DELETED

**6.7 Dayworks** DELETED

## 7. Quality Control

### 7.1 Identifying Defects

The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect liability period is as defined in Special Conditions of Contract.

### 7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8.

## 8. Settlement of Disputes

### 8.1 Amicable

#### Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### 8.2 Dispute

#### Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate specified in the Bidding Data and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

8.3 In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

[a] The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.

[b] If the Service Provider has not received sums due to it upon the expiration of the 28 days for payment provided for in sub- Clause GCC 6.2, the Service Provider may immediately issue a 14 day termination notice.

## Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words "in the Government's country" are amended to read "in <i>India.</i> "
1.1(a)	The Adjudicator is to be appointed
1.1(e)	The contract name is Outsourcing of Pathology Lab services for 7 government district hospitals.
1.1(h)	The Employer is Project Director, U.P. Health System Strengthening Project, Training Block-2, SIHFW Campus, Block - C, Indira Nagar, Lucknow-226016. U.P. who shall be the facilitator during the bidding process and provide model contracts to the contract signing authority and the Contract Signing Authority is the Chief Medical Superintendent or Superintendent In-Charge or Director of the respective hospital who shall further sign contract with the successful bidder.
1.1(m)	<b>NOT APPLICABLE</b>
1.1(p)	The Service Provider is a legal entity whose bid has been accepted by the Employer
1.2	The Applicable Law is: <b>Indian Laws</b>
1.3	The language is <b>English</b>
1.4	<p>The address are:</p> <p>Uttar Pradesh Health System Strengthening Project  Training Block-2, SIHFW Campus  C- Block, Indira Nagar, Lucknow - 226016 (UP)</p> <p>Employer: Uttar Pradesh Health Systems Strengthening Project  Attention: <u>Project Director</u>  Telex: +91-522-2354318  Facsimile: +91-522-2340538</p> <p>OR</p> <p>Respective government hospitals</p>

	Service Provider: _____ Attention: _____ Telex: _____ Facsimile: _____
<b>1.6</b>	The Authorized Representatives are: For the Employer: <u>Project Director or his appointed nominated officer(s) for the Contract Signing i.e - Chief Medical Superintendent / SIC / Director of respective Hospital</u> For the Service Provider: _____
<b>2.1</b>	The date on which this Contract shall come into effect is Date of Signing of Contract.
<b>2.2.2</b>	The Starting Date for the commencement of Services will be within thirty (30) days after the signing of contract agreement.
<b>2.3</b>	<p>The initial contract period will be for one year and renewal for further one year shall be based on satisfactory performance which will be judged on 90% accuracy of the test results, 80% compliance of the TAT and adherence to scope of work and compliance of other outcome indicators as mentioned in Terms of Reference.</p> <p>The renewal of the contract will be decided by the committee comprising of CMS / SIC / Director of respective hospital, AD of the division, representative of the Directorate and representative of the State Govt. Renewal will be done by the Employer for whole cluster or part of the cluster.</p>
<b>3.2.3</b>	Activities prohibited after termination of this contract are: <ol style="list-style-type: none"> <li>i. No document pertaining to the contract shall be used without the specific written concurrence of the contract signing authority.</li> <li>ii. LIS / MIS data of the patients should not be used for any purposes</li> <li>iii. Misleading information regarding affiliation of the bidder with the hospitals / GoUP</li> </ol>
<b>3.4</b>	The risks and coverage by insurance shall be: undertaken by the agency <ol style="list-style-type: none"> <li>(i) Third Party motor vehicle: Yes</li> <li>(ii) Third Party liability: Yes</li> <li>(iii) Employer's liability and workers' compensation: Yes</li> </ol>

	<p>(iv) Professional liability towards patients (one who has availed services of the service provider): Yes</p> <p>(v) Loss or damage to equipment and property of the hospital: Yes.</p>				
<b>3.5 (d)</b>	<p>The service provider will seek prior approval of the employer in cases specified in GCC 3.5 (a), (b) and (c) and in other cases as follows:-</p> <p>i. Equipment / Furniture / Material to be taken back from the hospital</p>				
<b>3.7</b>	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>Documents like reporting formats &amp; test reports etc. shall not be used for any other purposes other than services under the contract by the service provider without prior approval of the Employer</p>				
<b>3.8.1</b>	<p>The liquidated damages rate is 2.5% per week of the Contract Value subject to maximum of 10 % of the Contract Value. The Liquidated Damages will be effective from 31<sup>st</sup> day of signing of the contract. Contract Value means = Total Turnover as mentioned in BDS 1.1</p>				
<b>3.9</b>	<p>The performance security shall be in the form of Bank Guarantee (<i>in favour of Contract Signing Authority</i>) of scheduled bank for 10% of the Contract Value valid for a period of 15 months from the date of signing of contract. Amount of Performance Security for each hospital is indicated in Section II, BDS 1.1</p>				
<b>5.1</b>	<p>The assistance and exemptions provided to the Service Provider are: <i>As per Terms of Reference</i></p>				
<b>6.1</b>	<p>Not Applicable.</p>				
<b>6.2</b>	<p>The Contract Price is _____ percentage discount on CGHS (Nov 2014) Delhi rates as annexed to Annexure A. All payments will be made in Indian Rupees (INR)</p>				
<b>6.3.1 &amp; 6.3.2</b>	<p><b>Not Applicable</b></p>				
<b>6.4</b>	<p>(a) All payments will be made in Indian Rupees (INR)</p> <p>(b) The payments are divided into 3 categories as under, for which the service agency has to submit 3 invoices separately:-</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Payment</th> <th>%</th> <th>Basis of Payment</th> <th>No. of days to</th> </tr> </thead> </table>	Payment	%	Basis of Payment	No. of days to
Payment	%	Basis of Payment	No. of days to		

Category	Payment (8:1:1)		release payments from date of submission of Invoice
1	80%	Upfront payment on submission of Invoice	15 days
2	10%	TAT Linked	45 days
3	10%	EQA Linked	60 days

**(c) For Upfront Payment Category 1**

Payment of **[80%]** of the claimed Gross Amount on submission of Invoice by the service provider which will be verified by the hospital pathologist and counter signed by the CMS / SIC / DIRECTOR of the respective hospital

**(d) For Payment Category 2 linked to Turn Around Time (TAT)**

Payment of **[10%]** of the claimed Gross Amount on submission of Invoice (*supported with individual TAT compliance report*) by the service provider which will be verified by the hospital pathologist and counter signed by the CMS / SIC / DIRECTOR of the respective hospital as per the following criteria:-

Level	TAT Compliance	Penalty points	Penalties for not meeting TAT as stipulated
<b>Level 1</b>	>95%	0	No Penalty
<b>Level 2</b>	>76% -<95%	2	25% deduction of the 10% retained amount linked to TAT
<b>Level 3</b>	>66% -<75%	3	50% deduction of the 10% retained amount linked to TAT
<b>Level 4</b>	<65%	4	100% deduction of the 10% retained amount linked to TAT

**Applicability of Penalty points for Termination of the Contract & Invocation of Performance Bank Guarantee:-**

If the service provider gets total 12 penalty points or 2 continuous months he falls in Level 4, this will lead to termination of contract

The TAT would be calculated starting from the time sample is taken from the patient upto successfully uploading the test result on the designated website. The website would be managed by designated personnel from UPHSSP and after the project period it shall be managed by GoUP.



(e) For Payment Category 3 linked to EQA\*

Payment of **[10%]** of the claimed Gross Amount on submission of Invoice by the service provider which will be verified by the hospital pathologist and counter signed by the CMS / SIC / DIRECTOR of the respective hospital as per following:-

Range of Deviation	EQA Compliance	Penalties for not meeting EQA as stipulated	Remarks
$\pm < 2$	<b>“Satisfactory”</b>	No Penalty	
$\pm > 2 \sigma$ and $\pm < 3 \sigma$	<b>“Warning”</b>	10% of the retained amount of all disciplines linked to EQA will be forfeited	warning would be issued or it will be treated as a deemed warning
$\pm > 3 \sigma$	<b>“Rejection”</b>	Service provider will not be reimbursed 10% of the amount linked to EQA. In addition, all the payments made to the Service provider will be recovered from the outstanding dues / PBG for the tests falling under Rejection category in a particular	In any particular month, the rejection cases should not exceed more than 10% of the total tests performed in that month under EQA. If this condition is violated for the first time then a warning would be issued or will be treated as a deemed warning and in the next month the Service Provider has to ensure that the total rejection % is <5% in all tests &

				month for respective discipline.	there should be no “Rejection” cases in the same discipline and if this is not complied with than the contract is liable to be terminated.  <b>The service provider has to redo all the tests which are in ‘Rejection’ range for all the patients without any charges to the Employer.</b>
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\*The cost of External Quality Agency will be borne by UPHSSP. The EQA will be done on monthly basis.

(f) For obtaining monthly payments service provider has to attach the valid Invoices with a summary of test slips and tests conducted, prescriptions by the government hospital doctors and test reports (test reports in CD form)

(g) The termination of the contract will be subject to prior approval of UPHSSP

6.5	Interest on delayed payments @ 8% per annum
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7.1 & 7.2	<b>Performance in respect of TAT</b>			
	<b>Level</b>	<b>TAT Compliance</b>	<b>Penalty points</b>	<b>Penalties for not meeting TAT as stipulated</b>
	<b>Level 1</b>	>95%	0	No Penalty
	<b>Level 2</b>	>76% -<95%	2	25% deduction of the 10% retained amount linked to TAT
	<b>Level 3</b>	>66% -<75%	3	50% deduction of the 10% retained amount linked to TAT
	<b>Level 4</b>	<65%	4	100% deduction of the 10% retained amount linked to

			TAT
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**Applicability of Penalty points for Termination of the Contract & Invocation of Performance Bank Guarantee:-**

If the service provider gets total 12 penalty points or 2 continuous months he falls in Level 4, this will lead to termination of contract

The TAT would be calculated starting from the time sample is taken from the patient upto successfully uploading the test result on the designated website. The website would be managed by designated personnel from UPHSSP and after the project period it shall be managed by GoUP.

**Performance in respect of EQA**

Range of Deviation	EQA Compliance	Penalties for not meeting EQA as stipulated	Remarks
$\pm < 2$	"Satisfactory"	No Penalty	
$\pm > 2 \sigma$ and $\pm < 3 \sigma$	"Warning"	10% of the retained amount of all disciplines linked to EQA will be forfeited	warning would be issued or it will be treated as a deemed warning
$\pm > 3 \sigma$	"Rejection"	Service provider will not be reimbursed 10% of the amount linked to EQA. In addition, all the payments made to the Service provider will	In any particular month, the rejection cases should not exceed more than 10% of the total tests performed in that month under EQA. If this condition is violated for the first time then a warning would be

				be recovered from the outstanding dues / PBG for the tests falling under Rejection category in a particular month for respective discipline.	<p>issued or will be treated as a deemed warning and in the next month the Service Provider has to ensure that the total rejection % is &lt;5% in all tests &amp; there should be no "Rejection" cases in the same discipline and if this is not complied with than the contract is liable to be terminated.</p> <p><b>The service provider has to redo all the tests which are in 'Rejection' range for all the patients without any charges to the Employer.</b></p>
8.2.3	The Adjudicator (to be agreed & communicated later on) proposed by the Employer whenever required under the provision of prevailing Indian Law, who will be paid Rs. 5000/day, plus TA/DA as applicable. The above fee & TA, DA will be borne by both Employer & Service Provider equally.				
8.2.4	The Arbitration procedure will be as per The Arbitration and Conciliation Act 1996				
8.2.5	The designated Appointing Authority for a new Adjudicator is Principal Secretary, Medical, Health and Family Welfare Department, Government of Uttar Pradesh.				

**Enclosures:**

**Annexure A**-Indicative List of high end tests which are to be provided by the bidder at 7 District Hospitals

**Annexure B** -Qualifications / Skills set for Personnel engaged in the Lab

**Annexure C** -Essentials for Reporting Formats

**Annexure A`**  
**Indicative List of tests which are to be provided by the bidder at 7Government District Hospitals**

S.no	Test Category	Test Name	NABL Rates (in INR)	Max Turn Around Time (in hrs)
1	Clinical Pathology	24 hrs. urine for Proteins, Sodium, creatinine	58	6 hours
2	Clinical Pathology	Urine-Microalbumin	81	3 hours
3	Clinical Pathology	Albumin	21	3 hours
4	Clinical Pathology	Bence Jones protein	54	6 hours
5	Clinical Pathology	Post coital smear examination	35	6 hours
6	Haematology	Reticulocyte count	55	6 hours
7	Haematology	Clot Retraction Time	35	3 hours
8	Haematology	Packed Cell Volume (PCV)	15	3 hours
9	Haematology	Osmotic Fragility Test	58	3 hours
10	Haematology	Foetal Haemoglobin (Hb-F)	100	6 hours
11	Haematology	Rapid test for malaria(card test)	51	3 hours
12	Haematology	WBC cytochemistry for leukemia -Complete panel	127	72 hours
13	Haematology	Bleeding Disorder panel-BT,CT,Platetlet count,APTT,extended & Dic studies(FDP)	460	6 hours
14	Haematology	Factor Assays-Factor VIII	828	72 hours
15	Haematology	Factor Assays-Factor IX	782	72 hours
16	Cytometry	Bone Marrow Smear Examination	81	48 hours
17	Cytometry	Bone Marrow Smear Examination with iron stain	288	48 hours
18	Cytometry	Bone Marrow Smear Examination and cytochemistry where required.	506	24 hours
19	Anti Cardiolipin Antibodies	IgG	288	24 hours
20	Anti Cardiolipin Antibodies	IgM	288	24 hours
21	Anti Cardiolipin Antibodies	IgA	288	24 hours

S.no	Test Category	Test Name	NABL Rates (in INR)	Max Turn Around Time (in hrs)
22	Anti Cardiolipin Antibodies	Tests for Sickling	8	24 hours
23	Nutritional Markers	Serum Iron	104	6 hours
24	Nutritional Markers	Total Iron Binding Capacity	92	6 hours
25	Nutritional Markers	Vitamin B.12	288	6 hours
26	Nutritional Markers	Folic Acid	345	6 hours
27	Nutritional Markers	Blood Group & RH type	35	6 hours
28	Nutritional Markers	RHO, Antibody titer	92	6 hours
29	Histopathology	Routine-H & E	104	72 hours
30	Histopathology	Special stain	75	72 hours
31	Histopathology	Immunohistochemistry(IHC)	863	72 hours
32	Cytology	PAP smear - Cytology	173	24 hours
33	Cytology	Body fluid for Malignant cells	173	48 hours
34	Flow cytometry	Leukemia panel /Lymphoma panel	1766	24 hours
35	Flow cytometry	PNH Panel-CD55,CD59	1150	24 hours
36	Flow cytometry	CD Count: CD3,CD4,CD8	200	24 hours
37	Cytogenetics	Karyotyping	920	240 hours
38	Tumour markers	PSA- Total	359	6 hours
39	Tumour markers	PSA- Free	431	6 hours
40	Tumour markers	AFP	345	6 hours
41	Tumour markers	HCG	332	48 hours
42	Tumour markers	CA. 125	450	24 hours
43	Tumour markers	CA 19,9	708	24 hours
44	Tumour markers	CA 15.3	644	24 hours
45	Tumour markers	Carcioembryonic antigen(CEA)	391	24 hours
46	Bio-Chemistry	Serum Iron	104	6 hours
47	Bio-Chemistry	Total Iron Binding Capacity	92	6 hours
48	Bio-Chemistry	Serum Calcium -Total	69	6 hours
49	Bio-Chemistry	Serum Calcium -Ionic	51	6 hours

S.no	Test Category	Test Name	NABL Rates (in INR)	Max Turn Around Time (in hrs)
50	Bio-Chemistry	Serum Phosphorus	69	6 hours
51	Bio-Chemistry	Serum amylase	135	6 hours
52	Bio-Chemistry	C.P.K.	115	6 hours
53	Bio-Chemistry	CK MB	219	6 hours
54	Bio-Chemistry	Lithium	150	6 hours
55	Bio-Chemistry	Dilantin (phenytoin)	460	6 hours
56	Bio-Chemistry	Carbamazepine	460	6 hours
57	Bio-Chemistry	Valproic acid	345	6 hours
58	Bio-Chemistry	Feritin	288	6 hours
59	Bio-Chemistry	γGT	100	6 hours
60	Bio-Chemistry	Extended Lipid Profile.( Total cholesterol,LDL,HDL,triglycerides,Apo A1,ApoB,Lp(a)	684	6 hours
61	Bio-Chemistry	Apo A1	230	6 hours
62	Bio-Chemistry	Apo B	229	6 hours
63	Bio-Chemistry	Lp (a)	512	6 hours
64	Bio-Chemistry	LDL	71	6 hours
65	Bio-Chemistry	Homocysteine	460	6 hours
66	Bio-Chemistry	HB Electrophoresis	506	72 hours
67	Bio-Chemistry	Serum Electrophoresis	253	6 hours
68	Bio-Chemistry	Fibrinogen	190	6 hours
69	Bio-Chemistry	Chloride	69	6 hours
70	Bio-Chemistry	Magnesium	173	6 hours
71	Bio-Chemistry	Lipase	275	6 hours
72	Bio-Chemistry	β2 microglobulin	104	6 hours
73	Bio-Chemistry	Albumin	21	6 hours
74	Bio-Chemistry	Creatinine clearance	92	6 hours
75	Bio-Chemistry	Blood Urea Nitrogen	62	6 hours
76	Bio-Chemistry	Serum Creatinine	63	6 hours
77	Bio-Chemistry	Serum Uric Acid	63	6 hours



S.no	Test Category	Test Name	NABL Rates (in INR)	Max Turn Around Time (in hrs)
78	Bio-Chemistry	Urine Pregnancy test	75	6 hours
79	Bio-Chemistry	Hb A1 C	150	6 hours
80	Harmones	LH	173	48 hours
81	Harmones	FSH	173	48 hours
82	Harmones	Prolactin	173	48 hours
83	Harmones	Cortisol	288	48 hours
84	Harmones	PTH(Paratharmone)	575	48 hours
85	Harmones	Calcitonin	575	48 hours
86	Harmones	C-Peptide	380	48 hours
87	Harmones	Insulin	173	48 hours
88	Harmones	Progesterone	259	48 hours
89	Harmones	17-DH Progesterone	506	48 hours
90	Harmones	DHEAS	506	48 hours
91	Harmones	Androstendione	690	48 hours
92	Harmones	Growth Hormone	391	48 hours
93	Harmones	TPO	345	24 hours
94	Harmones	Throglobulin	345	48 hours
95	Harmones	T3, T4, TSH	230	24 hours
96	Harmones	T3	75	24 hours
97	Harmones	T4	75	24 hours
98	Microbiology & Serology	Smear gram-strain examination	48	6 hours
99	Microbiology & Serology	Sputum smear A.F.B. stain	56	6 hours
100	Microbiology & Serology	Vaginal Smear Examination (PAP)	80	6 hours
101	Microbiology & Serology	Direct smear and stain examination for cryptosporidium	100	6 hours
102	Microbiology & Serology	Direct smear and stain examination for P.Carcinei	100	6 hours
103	Microbiology & Serology	LCB Count for mycology	150	24 hours
104	Microbiology & Serology	LCB Count for others	300	24 hours
105	Microbiology & Serology	Rheumatoid Factor test	105	24 hours

S.no	Test Category	Test Name	NABL Rates (in INR)	Max Turn Around Time (in hrs)
106	Microbiology & Serology	Culture & Sensitivity -bacterial	230	96 hours
107	Microbiology & Serology	Culture & Sensitivity -Mycobacterial	230	96 hours
108	Microbiology & Serology	Rheumatoid Factor test	115	24 hours
109	Microbiology & Serology	Culture & Sensitivity -mycology	50	96 hours
110	Microbiology & Serology	C.R.P.	115	6 hours
111	Microbiology & Serology	C.R.P Quantitative	184	6 hours
112	Microbiology & Serology	IgG	200	48 hours
113	Microbiology & Serology	IgM	200	48 hours
114	Microbiology & Serology	IgA	200	48 hours
115	Microbiology & Serology	ANA	230	48 hours
116	Microbiology & Serology	Rapid Blood Culture	468	48 hours
117	Microbiology & Serology	Rapid AFB Culture	420	48 hours
118	Microbiology & Serology	Ds DNA	403	48 hours
119	Infectuous disease serology	HAV	553	6 hours
120	Infectuous disease serology	Anti HBS	300	6 hours
121	Infectuous disease serology	Anti HBC Total	490	6 hours
122	Infectuous disease serology	Anti HBC IgM	488	6 hours
123	Infectuous disease serology	HbeAg	423	72 hours
124	Infectuous disease serology	Anti Hbe	450	72 hours
125	Infectuous disease serology	Anti- HCV	400	6 hours
126	Infectuous disease serology	Anti- HEV	618	48 hours

S.no	Test Category	Test Name	NABL Rates (in INR)	Max Turn Around Time (in hrs)
127	Infectious disease serology	Triple Marker	920	48 hours
128	TORCH	IgG	260	24 hours
129	TORCH	IgM	260	24 hours
130	Toxoplasmosis	IgG	260	24 hours
131	Toxoplasmosis	IgM	260	24 hours
132	CMV(Cytomegalo virus)	IgG	260	24 hours
133	CMV(Cytomegalo virus)	IgM	260	24 hours
134	HSV	IgG	260	24 hours
135	HSV	IgM	260	24 hours
136	HSV	IgE	400	24 hours
137	Rubella	IgG	200	24 hours
138	Rubella	IgM	200	24 hours
139	Rubella	IgA	250	24 hours
140	Rubella	Dengue Serology	600	24 hours
141	Rubella	Cysticercosis	500	48 hours
142	HBV DNA	Qualitative	2300	6 hours
143	HBV DNA	Quantitative	1725	168 hours
144	HCV RNA	Qualitative	1945	6 hours
145	HCV RNA	HPV serology	251	6 hours
146	HCV RNA	Rota Virus serology	150	6 hours
147	HCV RNA	PCR for TB	1035	168 hours
148	HCV RNA	PCR for HIV	690	168 hours
149	HCV RNA	Chlamydae antigen	978	72 hours
150	HCV RNA	Chlamydae antibody	978	72 hours

**Annexure B**  
**Qualifications / Skill sets for Personnel engaged in the Collection Center & Lab**

<b>S.NO.</b>	<b>Personnel</b>	<b>Qualifications</b>
1	Lab Technicians	10+2 (Science) + [CMLT /DMLT/ BMLT Preferred)] with minimum 6 months of experience in sample collection
2	Lab Administrator / Supervisor for each hospital	10+2 (Science) + [MLT /DMLT Preferred)] with relevant experience. S/He should be able to multitask and have excellent technical expertise
3	Data Entry Operator	Graduate with good computer knowledge. S/He should also be able to do statistical analytical reporting
4	Territory Manager for each Schedule	10+2 (Science) + B.Sc. / M.Sc. [DMLT Preferred]. S/He would be responsible of overseeing overall operations and liaison between the government bodies and the bidder. S/He would also be responsible to generate required analytics & monthly report as per need of the government and possess excellent communication skills.

- MLT - Medical Laboratory Technician
- CMLT - Certificate in Medical Lab Technology
- DMLT - Diploma in Medical Lab Technology
- BMLT - Bachelor in Medical Lab Technology

We confirm that the manpower with the required qualifications/ experience as indicated above will be provided under the Contract.

Signature and Stamp of the Service Provider

## **Annexure C**

### **Reporting Requirements**

1. The bidder should report on monthly basis the Communicable Diseases if found like Malaria, Tuberculosis, AIDS etc. and prevalence of diseases to UPHSSP / DGMH.
2. The bidder should also provide details / MIS for category of patients and categorization like Admissions (IPD) and Outpatients (OPDs).
3. Monthly Turn Around Time (TAT) report.
4. Any other reporting formats desired by the hospitals / UPHSSP / DGMH for monitoring of the contract & disease prevalence will be provided by the Service Provider.

## **Section IX. Contract Forms**

**Performance Bank Guarantee (Unconditional)..... 102**

**Non Blaclisting/Debarring Affidavit Form .....**

## Performance Bank Guarantee (Unconditional)

To:  
CMS/SIC/Director  
(Hospital Name)

Whereas ..... (Firm Name) (hereinafter called "the Service Provider") has undertaken, in pursuance of LOA No. \_\_\_\_\_ dated \_\_\_\_\_ (LOA No. & Date) to execute **Out Sourcing of High-end Laboratory Services in .....(Hospital Name)** (hereinafter called "the Contract");

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 recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of \_\_\_\_\_, \_\_\_\_\_, (value of PBG) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_] (value of PBG) as aforesaid without your needing to prove or to show grounds or reasons for your demand for 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 or of the Services 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 until a date 28 days from the date of issue of the Certificate of Completion or 28 days from last day of 15<sup>th</sup> month from the date of signing of the agreement.

Signature and seal of the Guarantor  
Name of Bank  
Address  
Date

**AFFIDAVIT**

(To be furnished by the Bidder  
In case of consortium to be given separately by each member)

(On Non – judicial stamp paper of Rs.100 duly attested by notary public)

I ..... S/o Shri. ...., aged.....years,  
working as Proprietor/Managing Partner/ Director of  
M/s.....having its registered office  
at..... I do hereby solemnly affirm and  
declare as under:

1. That neither our Company/Society/Trust M/s..... nor any of its directors/President/Chairperson/Trustee have abandoned any work for the Government of Uttar Pradesh or any other State Government during last five years prior to the date of this Bid.
2. That neither our Company /Society /Trust M /s ..... nor any of its directors/President/Chairperson/Trustee have been debarred/blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.
3. a) That our Company/Society/Trust ..... has not been punished for any offence and  
b) the Director/President/Chairman/Trustee of our company/Society/Trust.....have/has neither been convicted of any offence nor any criminal case(s) is/are pending before any Competent Court.  
c) Agency should not have been found guilty and should not be involved in any pending / ongoing CBI litigations.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Department of Medical, Health & Family Welfare, Government of Uttar Pradesh, to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department of Medical, Health & Family Welfare, Government of Uttar Pradesh.
6. That I further undertake that in case any of the facts contained above and in our application is found other-wise or incorrect or false at any stage, my/our firm/



company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the Department of Medical, Health & Family Welfare, Government of Uttar Pradesh.

Signed by an authorized Officer of the Company/Society/Trust with Seal

Title of Officer

Name of Company/Society/Trust

Date