



कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt of India)



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No. HP 14-U/16/DCBO/2022-23/02

Date: 20.02.2024

Notice Inviting Tender (NIT)

E-Tender for "Empanelment of Local Laboratory for basic routine investigations" for ESIC Dispensary cum Branch Office (DCBO) V.P.O-Nagchalla, Tehsil Balh, Distt Mandi (HP)-175021

Deputy Director (Incharge), ESIC Regional office, Baddi (Himachal Pradesh) invites e-tender under two bid system through e-procurement solution for "Empanelment of Local Laboratory/Diagnostic Center". The contract will be valid for a period of two years extendable up to one additional year, at same rates & terms and after assessment of performance and with mutual consent of both the parties. The conditions of contract which will govern the contract are contained in the tender form.

Validity of E-tender: 60 days from date of issue of Notice Inviting Tender (NIT)

E-tender Schedule

Sr. no.	Name of the item	Date of online availability of E- tender	Last date and time for online submission of E- tender	Date & time of opening of online E-tender
1	Tender for "Empanelment of Local Laboratory for basic routine investigations"	20.02.2024	19.03.2024 till 11.00 am	20.03.2024 at 11:30 AM at ESIC Regional Office Panchdeep Bhawan, Housing Board Phase-1 Sai Road Baddi Distt Solan (Himachal Pradesh)

Note: In case the date of opening is declared a holiday, then tenders shall be opened on the next working day at the same time & same venue.

Tender documents are available online from 20.02.2024 at www.esic.gov.in and <https://eprocure.gov.in/eprocure/app>. Any corrigendum to this letter will be notified through the aforesaid websites only. All the bidders are requested to periodically check the websites for any additional information.

Deputy Director (Incharge) reserves the right to accept any tender in full or in part, or to reject any or all tenders at any time without assigning any reason whatsoever.

**Deputy Director (Incharge)
ESIC RO Baddi (HP)**

Table of Contents

Sr. No	Description	Page no.
1.	Instructions to bidders	3-6
2.	Scope of work and Eligibility criteria	7-9
3.	Check list of documents	10-10
4.	General terms and conditions	11-13
5.	Specific terms and conditions	14-17
6.	Annexure-I	18-19
7.	Annexure-II	20-20
8.	Annexure-III	21-21
9.	Patient/Attendant Satisfaction Certificate (Annexure-IV)	22-22
10	Financial / Price Bid (Annexure-V)	23-23
10.	CGHS Treatment Procedure/Investigation List (Annexure-VI)	24-25

Instructions to the bidders

Tender documents are available online from 20.02.2024 at <https://www.esic.gov.in> and <https://eprocure.gov.in/eprocure/app>.

1. Bidder(s) / Firm(s) intending to participate in the rate contract should first ensure that they fulfil all the eligibility criteria as prescribed under the terms and conditions, otherwise the tender will be summarily rejected.
2. The Rate Contract will be governed by the terms and conditions enclosed with this Tender and no modifications / alterations are allowed in any case. If any modification / alteration is proposed or any other condition advanced by the bidder, it shall be ignored and the bid will be disqualified.
3. To participate in E-tender, bidder should follow instructions given under 'INSTRUCTIONS FOR ONLINE BID SUBMISSION'. The bidder(s) should complete all stages of online bid submission through e-procurement portal <https://eprocure.gov.in/eprocure/app>. Bidders should not wait for the last date. They are requested to complete the process of online bid submission **well before the closing date**, in order to safeguard their own interest.
4. **Evaluation & finalization of Empanelment will be based solely on the basis of e- bid submitted by the bidder.** It is the sole responsibility of the bidder to scan and upload clear and legible documents for the purpose of evaluation. Any deficiency in the document submitted by the bidder shall lead to disqualification of the bidder and shall be the sole responsibility of the bidder.
5. **TECHNICAL BID (ONLINE)**
Compulsory scanned copies of all documents (mentioned in check list) are to be uploaded. All the documents should be signed and stamped by the tenderer & uploaded in chronological order.
6. **TENDER EVALUATION**
Tender evaluation will be done in two stages-
 - a) Technical bid
 - b) Financial/Price bid

The bidders are required to submit online Technical Bid and Financial Bid.

Relaxation to be given for eligible bidders as per Govt. of India MSME guidelines/rules. Bidders are exempted from submitting EMD, however in lieu they have to submit Bid Security Declaration form in format as per Annexure III. *(The price bid is to be submitted online only.)*

Tenders received after the specified date & time shall be summarily rejected.

No rates are to be mentioned /uploaded in the technical bid.

Note:

- 1) It is sole responsibility of participating bidder to check further notification(s) / update(s)/ corrigendum(s), if any on ESIC website www.esic.gov.in & e-Procurement portal <https://eprocure.gov.in/eprocure/app>
- 2) After uploading all the documents/ certificates/ Annexure(s)/ Affidavits etc. online, the participating bidder should check by downloading ***themselves*** to see if documents are uploaded correctly and are legible.

Deputy Director (Incharge) reserves the right to accept any tender in full or in part, to reject any or all tenders at any time without assigning any reason whatsoever.

**Deputy Director (Incharge)
ESIC RO Baddi (HP)**

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION:

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
2. As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder will logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / Email in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS/ RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee as applicable and enter details of the instrument / scan copy.
4. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the Secure Sockets Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4001 002, 0120-4001 005, 0120-6277 787.

SCOPE OF WORK

The empaneled laboratory will provide cashless facility of basic routine investigations (including but not limited to hematology, biochemistry, microbiology, etc.) to ESIC patients, as advised by Medical Officer, ESIC DCBO Mandi to which the laboratory is attached. Rate of these investigations shall be billed (to be paid by ESIC) as per CGHS rate list- Chandigarh.

ELIGIBILITY CRITERIA ESTABLISHING ELIGIBILITY OF BIDDERS AND DOCUMENTS TO BE UPLOADED ON THE ESIC PORTAL & PROOF THEREOF:

Sr. No.	ELIGIBILITY OF BIDDERS	DOCUMENTS TO BE SCANNED AND UPLOADED AS PDF DOCUMENTS AGAINST E-TENDER ON ESIC PORTAL TO ESTABLISH ELIGIBILITY:
1.		<p>Please note:</p> <ol style="list-style-type: none"> 1. All documents are to be self-attested by authorized signatory before being scanned and Uploaded as clear and legible pdf documents (Technical Bid). 2. It is mandatory to upload all documents mentioned in checklist. Failure to do so will make the bid liable for rejection. 3. A person signing the Bid form or any documents forming part of the bid on behalf of another, shall be deemed under warranty that he has authority to act on behalf of such other person. If on enquiry, it appears that the person so signing has no authority to do so, ESIC, without prejudice to other Civil and Criminal remedies can cancel the contract, forfeit the performance security deposit and hold the signatory responsible for all costs and damages arising there from.
2.	<p>Individual signing the Bid and other documents must specify whether she/he signs as:</p> <p>a) A sole proprietor of the firm, or constituted attorney of such proprietor.</p> <p>b) A partner of the firm, if it is a partnership firm and, in this case, he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.</p> <p>c) Constituted Attorney /Authorized Signatory, if it is company.</p>	<p>a) In case of proprietor, an affidavit to the effect that he is the proprietor/ power of attorney by the proprietor in favour of the person signing the bid if such a power has been conferred upon the person.</p> <p>b) In case of partnership firm, a copy of the valid Partnership Deed, General Power of Attorney, duly attested by a Notary Public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney be uploaded.</p> <p>In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by all partner of the firm.</p> <p>c) In case of Company, Memorandum of Association and Board Resolution specifying the Constituted Attorney/Authorized Signatory, may be attached.</p>
3.	The laboratory should be registered within the Municipal Corporation limits of the attached DCBO.	<p>Copy of:</p> <p>(a) Registration Certificate issued by Government</p>

	under Shops and Establishment Act/ Indian Partnership Act 1932 / Companies Act 1956.	where applying for under Shops and Establishment Act/ Indian Partnership Act 1932 / Companies Act 1956 with name and complete postal address of the shop located. (b) the relevant ownership deeds along with full details of ownership and control of each member thereof. e.g. Proprietorship/ Partnership Deed/Memorandum or Articles of Association for company
4.	The bidder must understand and agree to the terms and conditions of bid.	Scanned copy of Tender Acceptance letter as per Annexure II duly signed by the authorized signatory should be uploaded. The name of bidder, Complete postal address, telephone and mobile number, e-mail should be mentioned in the tender acceptance letter.
5.	Annual turnover of the bidder should be more than Rs. 10 Lakhs (Rupees ten Lakhs) in the financial year 2020-21, 2021-22 & 2022-23.	(a) The bidder has to submit an Audited Balance Sheet with Profit and Loss statement of the financial year 2020-21, 2021-22 & 2022-23 in support thereof. (b) Turnover certificate from chartered accountant in addition to audited balance sheet should be uploaded by bidder to authenticate the bidder's turnover.
6.	The laboratory must hold a valid license/ Registration issued by the concerned Authority of the State of Himachal Pradesh for running the laboratory. The successful Bidder will further ensure that their Licenses remain valid till the end of the contract period.	(a) License/ Registration issued by the concerned Authority of the State of Himachal Pradesh for running the laboratory, valid as on the date of submission of Bid and also on the date of Bid opening. (b) In case the Bidder has applied for renewal of his License/ Registration (application should be at least within last 1 month of expiry of his Licenses(s), copy of receipt of Renewal application to the concerned Authority of the State of Himachal Pradesh for running the laboratory needs to be uploaded.
7.	The laboratory or any staff must not have been convicted by the State authorities and no case should be pending under any relevant acts and rules applicable in the state of Himachal Pradesh. Against the Laboratory or any staff of the lab.	Non-conviction Certificate from the concerned State authorities or any other officer in the city delegated the powers by it to sign the laboratory registration/License & Non- Conviction Certificate. No other document including an affidavit /undertaking will be considered for this purpose. The Non-Conviction Certificate should be dated not more than 6 months prior to date of publishing of tender.
8.	The bidder should be regularly paying his GST.	Copy of all GST return forms/GST receipt of the last financial year should be uploaded by the bidder.
9.	The bidder should have Goods and Services Tax Registration Number.	Copy of GSTIN Registration having 15-digit alphanumeric GSTIN Registration Number/provisionally issued GSTIN is to be uploaded.

10.	The bidder should be regularly filing his Income tax.	Copy of PAN card and copy of cancelled cheque.
11.	The bidder should not be currently debarred by any Government organization or ESIC.	An affidavit in Annexure I on non-judicial stamp paper should be uploaded by the bidder stating that the supplier is not currently debarred by any Government organization including ESIC.
12.	If, the bidder has worked with any government organization for providing medical facilities/government hospital.	Relevant Experience certificate with Govt organization/DCBO/Dispensary/Establishment.
13.	The bidder must comply to all statutory norms including Fire Safety of the premises of the laboratory.	Upload Fire Safety document from Govt. Authority/ Fire department.
14.	The bidder must comply to all statutory norms of Pollution Control Board of the state – HPSPCB. (including Air, water, etc.) for the premises of the laboratory.	Certificate issued by H.P Sate Pollution Control Board.
15.	The bidder must comply to all statutory norms of Bio-Medical waste management for the State of Himachal Pradesh	<ol style="list-style-type: none"> 1. Certificate issued by H.P Sate Pollution Control Board for Bio-Medical Waste Management. 2. Copy of Agreement/MoU with Firm for Disposal of Bio-Medical Waste as per Govt. norms.
16.	The bidder must be having a shop within the municipal limits common to that of DCBO, Nagchalla, mandi/ Mandi tehsil.	Ownership record/ land deed / rent agreement

CHECK LIST OF DOCUMENTS

Sr. No.	Check list	Upload Scanned Copy (online)
1.	Original Tender document signed on all pages with stamp	Required
2.	Bidder profile. Copy of Valid Partnership deed/ GPA with Affidavit/MOA in case of Company/ Declaration of proprietorship.	Required
3.	Valid Registration/ (retail) license issued by the concerned Authority of the State of Himachal Pradesh for running the laboratory. (attach attested photocopy)	Required
4.	Non-conviction certificate from the concerned Authority of the State of Himachal Pradesh against the firm during the last three years.	Required
5.	Valid Proof of business/shop { Shop & Establishment Act Registration Certificate } in Mandi.	Required
6.	Copy of Experience certificate of Empanelment with a Government Hospital / Govt organization (The certificate should be on the letter head of government organization.)	Preferred
7.	Statement of Annual accounts for the last three years i.e. FY 2020-21, 2021-22 & 2022-23 containing audited balance sheet, profit and loss accounts statement and annual turnover duly certified by chartered accountant (Annual turnover of the bidder should not be less than 10 lacs)	Required
8.	Copy of PAN card.	Required
9.	Self-attested photocopy of latest and valid GST registration certificate	Required
10.	Copy of cancelled cheque	Required
11.	Fire Safety Certificate of premises from Govt. Authority.	Required
12.	Certificate issued by H.P Sate Pollution Control Board- Consent to operate under provisions under relevant sections of Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981.	Required
13.	Certificate issued by H.P Sate Pollution Control Board for Bio-Medical Waste Management.	Required
14.	Copy of Agreement/MoU with Firm for Disposal of Bio-Medical Waste as per Govt. norms.	Required
15.	Valid Registration certificate of Qualified Staff working at the laboratory. (Certificate issued by Govt. Authority)	Required
16.	Valid Registration certificate of laboratory for NABL Accreditation.	Preferred
17.	Copy of valid Ownership documents of retail premises/ Rent Deed agreement	Required
18.	Annexure-1(Affidavit)/, Annexure II, Annexure III	Required

No need to submit hard copies. Only 07 pdf files could be uploaded online in technical bid, therefore bidders are advised to club multiple documents in each pdf. All above mentioned documents are to be essentially uploaded failing which the bid shall be rejected on technical grounds.

GENERAL TERMS & CONDITIONS

1. Preparation of tender:

The entire tender form should be retained and no page should be detached.

The quotations shall remain open for acceptance for 60 days from the date of publication of E-tender.

If required this office may ask for extension of validity of bid/NIT for a reasonable period.

2. Signing of tenders:

a) The tender is liable to be summarily rejected in case of incomplete information / non- submission of relevant documents asked for in the schedule to the tender.

b) Individual signing the tender or other documents concerned with the contract must specify whether he signs as

i) A sole proprietor of the firm, or constituted attorney of such proprietor.

ii) A Partner of the firm if it be a partnership in which case, he must have clear legal authority to refer disputes to arbitration.

iii) Constituted attorney of the firm, if it is a company.

Note: -

i) In case of B 2(ii) a copy of the partnership agreement or General Power of Attorney, in either case attested by a Notary Public should be furnished. An affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

ii) In the case of partnership firms, where no authority to refer disputes concerning the business or the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.

iii) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to have authority to sign and if on enquiry it appears that the person so signing has no authority to do so, the purchaser without prejudice to other civil and criminal remedies, will cancel the contract and hold the signatory responsible for all costs and damages.

iv) Family Members of officers /officials working in ESIC cannot take part in this tender enquiry. Each bidder will have to give an undertaking to this effect on a non-judicial stamp paper of Rs. 100/- (as per annexure I). This will also apply to officer/official who resign/retire in any form from the services of ESI Corporation within 01(one) year of date of opening of tender.

3. Submission of tender:

Only online submitted Bids/Tenders through portal <https://eprocure.gov.in/eprocure/app> will be considered. Hard Copy/Offline submitted Bids/Tenders will not be considered. Relaxation to be given for eligible bidders as per Govt. of India MSME guidelines/rules.

4. Latest hours for receipt of tender:

a) All tenders must be uploaded till 19.03.2024, 11:00 AM. The technical Bid will be opened on 20.03.2024 at 11:30 am. In case 20.03.2024, is declared a holiday, then the tender will be opened on the next working day at the same time & venue.

b) Tenders with vague and indefinite expressions such as subject to immediate acceptance etc. will be summarily rejected.

5. Price:

The rate/price of investigations payable will be in accordance to stipulated rates of latest CGHS Rate list- Chandigarh. Quote of Discount over this list is preferred.

6. Terms of Delivery:

As specified under 'Specific Terms & Conditions'.

7. Right of acceptance:

The purchaser does not pledge himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender which shall be supplied at the rates quoted.

8. Acceptance of tender:

The formal acceptance of the tender will be communicated to the successful tenderer for immediate implementation.

9. Agreement:

The successful tenderer must submit the acceptance letter to Deputy Director (Incharge), ESIC, Regional Office, Housing Board Phase-1, Sai Road, Baddi (H.P)- 173205 subsequent to which the contract will be executed through an agreement on stamp paper of Rs. 100/- only.

10. Period of Contract:

The contract will be valid for two years initially, which can be extended further for one additional year after assessment of performance & mutual consent of both the parties on same terms ,rate and conditions.

11. Breach of Contract

In case of repeated refusal by local empaneled laboratory for providing cashless facility of the investigation to the ESI patients of DCBO or other irregularities if observed, it will be considered as breach of terms and conditions of contract and may entail for closure of contract and forfeiture of performances security.

12. Parallel Contract:

DD (I/c) ESIC RO Baddi (HP) reserves the right to enter into parallel contract simultaneously or at any time during the period of contract with one or more centers to ensure delivery of services in continuous manner in the interest of patients.

**Deputy Director (Incharge)
ESIC Regional Office Baddi (HP)**

In Case of failure of delivery of services. – Figure 01.

Investigations advised by Medical Officer of DCBO → REFERRAL LETTER generated by IMO, DCBO + OPD SLIP and other documents as mentioned in relevant point below

(All documents should be duly signed and stamped by the MO, DCBO, MANDI.)



Empaneled laboratory will perform the advised routine investigations and no cash shall be taken from the IP/Beneficiary → **Reports issued***



↓ Advised investigation facility not provided to patient.



Patient get advised investigations done from other center → Reports issued*



Explanation will be called from empaneled laboratory along with charges from other Centre will be deducted from the bill of the empaneled laboratory as per agreed rates.



If similar repetitions or failure to deliver services, three times of the charge of the service will be charged from empaneled laboratory subsequently.



Cancellation of MoU or Blacklisting for 2 Years

Specific Terms & Conditions

1. Period of contract:

The contract will be valid for a period of two years from the date of commencement unless short closed before that by DD (I/c) at his/her discretion. However, the contract can be extended for one additional year on same terms, conditions and rate depending upon the performance & mutual consent of both the parties.

2. Acceptance of Tender:

The Acceptance of tender will be on the basis of **Maximum discount** offered by the local laboratory (ies) on CGHS Rate List attached herewith (To be quoted in the price bid (**e-tender**)). The local laboratory will be paid accordingly.

Rates /Discount to be quoted as a whole number & not in Decimals/Range/Fractions.

3. Performance security:

In case of selection, the local Diagnostic Centre will be required to deposit a Performance Security in the form of bank guarantee of **Rs. 35,000/ (Rupees Thirty-five thousand only) valid for 90 days beyond the term of the contract** in favour of "Regional Director, ESIC, Regional Office, Housing Board Phase-1, Sai Road, Baddi (H.P)- 173205" along with unconditional acceptance letter within 7 days of receiving an offer letter. Security deposit will be refunded after satisfactory performance of contract and no interest will be paid on that. In case of extension of contract, the Performance Security should be renewed to ensure that it remains valid up to 90 days beyond the validity of extended contract period. The Bidder should ensure validity of Performance Security for extended period.

FORFEITURE PERFORMANCE SECURITY

1. Debarring from Future tenders

- a) The bidder withdraws his bid during the period of bid validity after opening of E- tender.
 - b) It is found during the bidding process that factual information is being suppressed, then the bidder will be debarred from further participation.
 - c) The successful bidder fails to unconditionally accept the contract within one week of receipt of offer letter, and sign the Contract within a maximum of 14 days of unconditional acceptance of the contract.
 - d) The successful bidder fails to deposit the Performance Security as specified in the tender document and within the time frame specified.

2. Performance Security will be forfeited along with termination of contract, and may be black-listed for future, if:

- a) The successful bidder fails to abide by the terms and conditions of the contract.
- b) It is found any time during the contract period and till 90 days of validity of Performance security that any factual information related to the contract has been suppressed by the contractor or false, forged or fabricated documents have been submitted or some facts have been concealed.
- c) The Laboratory is found engaged in corrupt, collusive, coercive and/or fraudulent practices including subcontracting.
- d) The Laboratory stops the delivery of services without giving 30 days prior notice.

3. Local Laboratory shall not sublet, transfer or assign the contract or any part thereof to any other party at any point of time during the validity of contract.

4. Inspection of bidder's premises

If the Technical Bid on the basis of the documents mentioned in this section appears to be in fulfilment of eligibility, the premises of bidders may be inspected by a team of officers led by an officer/ an officer of ESIC for:

- a) Physical verification of location of the shop/center within the prescribed limits.
- b) Verification of original documents of those uploaded earlier during the bid.
- c) Availability of proper cold-chain maintenance facilities, and power backup systems.
- d) Assess availability of adequate and appropriate Instruments, Staff and financial viability etc. before opening the Commercial Bid.

5. Local Laboratory will **maintain sufficient stock of the standard quality of equipment, reagents, etc.** and staff at all time to avoid inconvenience to the ESI beneficiaries. Local Laboratory shall ensure proper and timely calibration of the equipment as per norms.

6. The Local Laboratory will compulsorily indicate Name, IP number, Date of referral, date of investigation and date of report issued along with other details as per standard laboratory format on reports of the investigations performed.

7. Referrals are to be accepted duly countersigned by the IMO in-charge/treating medical officer of the attached DCBO. Only signature and stamp of the IMO in-charge/Treating Doctor of the attached DCBO shall be accepted.

8. Collection of Referral and Delivery of Services:

The Local Laboratory on basis of Referral generated by IMO/IMO In-charge of the attached DCBO shall provide the cashless service of the investigations to the IPs/Beneficiaries as per the advice of Medical Officer of the said dispensary.

Delivery of services shall be prompt without any delay and Reports shall be issued at earliest as per informed Turn Around Time (TAT). – to be submitted by the local lab along with other documents in tender application.

The Local Laboratory by no means shall charge ESIC beneficiaries/IPs any cash and bills are to raised to the ESIC.

In case of emergency, requirement of any urgent laboratory investigation service shall be delivered through telephonic order by the IMO I/c DCBO Mandi at the earliest (depending upon the type of emergency documented by treating doctor and acceptable waiting time) but not later than 2-4 hours and necessary formalities will be done on the following day. For this purpose, Local Laboratory should be available 24x7 by phone/E-mail.

9. Invoice:

DCBO will issue:

- two copies of referral form (**P1**- generated by Dhanwanti module) duly signed and stamped by MO/MO In charge of DCBO.
- two copies of OPD slip advising investigation duly signed and stamped by MO/MO In charge of DCBO.
- two copies of ESIC card (with family details and eligibility in case of beneficiary) duly verified and signed and stamped by Branch manager/MO/MO In charge of DCBO.
- two copies of Adhaar Card / Govt. issued Identity Card of patient duly signed and stamped by MO/MO In charge of DCBO

DCBO will retain one copy for office use and send one copy to local laboratory who after delivery of cashless services to ESIC IPs/Beneficiaries will claim the bills by submitting the following documents:

1. The copy of duly signed and stamped **P1 referral form**. - as received from DCBO.
2. The copy of duly signed and stamped **OPD slip** - as received from DCBO.
3. Copy of **investigation report** duly signed & stamped by competent authority.
4. Copy of **ESIC card** (with family details & eligibility in case of beneficiary)- as received from DCBO.
5. Copy of **Adhaar Card of patient**- as received from DCBO.
6. Copy of **Bill- Printed invoice** as per quoted rate.
7. Patient satisfaction certificate (**P-VI**) form (**Annexure-IV**).

by 11th of every month for the preceding month at attached DCBO. All the documents submitted for payment must be submitted in serially numbered manner along with printed invoice as mentioned above.

10. Delivery of services:

Date and time for delivery of services shall be deemed as the essence of this contract and **must be complied as specified**. The delivery of services will be made to the patients of DCBO Mandi as directed and reports shall be issued on the same day of collection of samples. If possible empaneled lab can make arrangements for sample collection at DCBO Mandi only. On no account, should there be any delay or refusal by local Laboratory, in which case the deemed action will be taken by the competent authority of ESIC which may result in cancellation of the MoU, resulting in forfeiting of the security deposit. and blacklisting as well. Refer to figure 01 (Specify Liquidated Damages/Penalty Clause).

If advised facility not provided to patient then patient get advised investigation done from other Centre and Explanation will be called from empaneled laboratory along with charges from other Centre will be deducted from the bill of the empaneled laboratory as per agreed rates. If similar repetitions or failure to deliver services, three times of the charge of the services will be charged from empaneled laboratory subsequently and cancellation of MoU or Blacklisting for 2 years.

11. Force Majeure Clause:

Force Majeure shall be applicable to both parties.

Force Majeure shall not include insufficiency of funds or manpower or any event which is caused by negligence or intentional action of laboratory.

12. Presentation of bill:

The contractor shall present his bill for each month's services by 11th of closing of each respective month.

a) The bill shall be in the printed and serially numbered invoice/credit bill with the name and address of the laboratory, GST Registration Number. Along with this Name of patient, ESI Card number, date of referral and date of investigation done shall also be printed there on.

b) The bill shall show the summary of the total amount for each investigation for the net amount claimed, supported by the documents mentioned in Point no. 09 of page no. 17.

13. Period up to which Referrals will be entertained:

Referrals for the services will be made against the contract up to the last date of the contract. referrals received even on the closing date should be honored in accordance with the terms of contract even though the last date of the contract may have expired on the date of delivery of services.

14. System of Payment:

- a) DCBO shall only follow the ECS mode of payment.
- b) Bills shall be complete & without errors to prevent rejection /cancellations/delay in processing.

- c) Bills are to be submitted in triplicate copies. Bills should be pre-receipted with revenue stamp wherever necessary. All cuttings/overwriting to be duly attested.
- d) The contractor shall claim payments once a month. No claim shall be made by the Contractor against the ESIC Corporation in respect of interest or damage in case the payment is delayed for any reason beyond the control of ESIC Corporation.

15. Termination of Contract:

The ESIC RO, Baddi reserves the right to terminate the contract in case of breach of contract in any way with one-month notice.

16. Indemnity:

The successful bidder shall indemnify the ESIC against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the successful bidder in execution of or in connection with the work of this contract and against any loss or damage to the ESIC in consequence to any action or suit being brought against the successful bidder for anything done or committed to be done in the execution of this contract. The successful bidder will abide by the job safety measures prevalent in India and will free the ESIC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the successful bidder's negligence. The successful bidder will pay all indemnities arising from such incidents without any extra cost to ESIC and will not hold the ESIC responsible or obligated. The ESIC may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the successful bidder or single in case the latter chooses not to defend the case.

17. Arbitration Clause:

In the event of any dispute or difference arising under these conditions or any special conditions of contract or in connection with this contract, except as to any matters the decision on which is specially provided for by these or special conditions, the same shall be referred to the sole arbitration of the Deputy Director (Incharge), ESIC Regional Office, Baddi or some other person appointed by him/her. There shall be no objection that the arbitrator is a Government/Corporation servant and that he had to deal with matters to which Contract relates or that in the course of his duties as Govt. / Corporation servant, he had expressed views on all or any of the arbitration disputes or differences. The award of the arbitrator shall be final and binding on the parties to this contract.

18. Terms of Arbitration:

The subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. Work under the contract signed at, shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or payable by the purchaser shall be with-held, on account of such proceedings. The venue of the arbitration shall be The courts at Nalagarh Distt. Solan (HP)

19. Dispute Settlement: -

All the disputes relating to this shall be subject to the territorial jurisdiction of The courts at Nalagarh Distt. Solan (Himachal Pradesh)

Note: Every page of this document should be signed and stamped by Authorized Signatory (Tenderer)

**Deputy Director (Incharge)
ESIC RO Baddi (HP)**

ANNEXURE – I

Declaration of Bidder (as an affidavit on Rs. 100/- non-judicial stamp paper duly attested by oath commissioner)

TO BE UPLOADED

From: Name

Complete address of the bidder

With Phone/ Fax, Mobile No & E-mail Address.

To

Regional Director,

ESIC Regional Office, Baddi.

Dear Sir/ Madam,

1. I/We(name)_____ contractor/
partner/soleproprietor(strikeoutwhicheverisnotapplicable)of(firms)
_____solemnly affirm to the fact that the individual firm/ companies are not blacklisted/terminated/debarred by any organization/body or any partner or shareholder thereof and are not directly or indirectly connected with or has any subsisting interest in business of my/our firm.
2. I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
3. I / we are fully aware of the nature of investigations/tests/services required and my / our offer is to supply the investigations/tests/services strictly in accordance with the requirements of DCBO, Mandi.
4. I / we agree to arrange delivery of standard quality investigations/tests/services required in accordance with the referrals raised by DCBO, Mandi.
5. I / we agree that the delivery of aforesaid services will comply with provisions of state laboratory regulations and rules made there under. I/we will ensure that the required Licenses remain valid during the tendering process and during period of the contract with ESIC.
6. My / our agency has not been convicted by the State regulatory Authorities and no case is pending under same.
7. I/We hereby undertake that the rates offered by us, will be within the price ceiling fixed as per CGHS rate List of Chandigarh-2014/2021. We further undertake that in case there is any down-ward revision by the CGHS, the same will be passed on to the ESI Corporation from the effective date during the currency of the contract and in case of failure to do so we are liable to be debarred from future ESIC Tender Inquiry for a further period of two years along with recovery of excess payment made due to reduced rate.
8. I/We hereby undertake that none of my/our family member/(s) is/are employed/working in ESI Corporation.
9. I/We hereby undertake that rates quoted shall be valid and binding upon me/us for the entire period of contract.
10. I/We hereby undertake that no vigilance /C.B.I. /court case is pending against the firm.

11. I/We also undertake that:

- a) I/We have not agreed with my/our competitors about bids,
- b) I/We have not disclosed bid prices to any of my/our competitors,
- c) I/We have not agreed to join or collude with others in any form or manner what so ever, and
- d) I/We have not attempted to convince a competitor to rig bids.

Deponent

Address: -

I/We, do hereby, solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been concealed.

Dated:

Deponent

ANNEXURE - II

Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

To, _____

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference No.: _____

Name of Tender / Work: -

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above-mentioned Tender.
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE - III
Bid Security Declaration Form

Date: _____ Tender No. _____

To

Regional Director

ESIC Regional Office, Housing
Board Phase -1, Sai Road, Baddi.

1. I/We. The undersigned, declare that:

2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Annexure-IV
PATIENT/ATTENDANT SATISFACTION CERTIFICATE (P-VI)

I am satisfied/ not satisfied with the service given to me/ my patient and with the behavior of the Laboratory/Diagnostic Centre.

If not satisfied, the reason thereof.

No money has been demanded/charged from me/my relative during the investigation at Laboratory/Diagnostic Centre.

Sign/Thumb impression of Patient/Attendant Name
Phone No.

(Annexure-V)
Financial / Price Bid

Name of the Diagnostic Centre/Firm
Contact Number
Email ID
Address of the Diagnostic Centre/ Firm

Sr.	Description	Quoted/Offered Discount in Percentage (%) Inclusive all taxes and duties as applicable
1	Enter the Discount Percentage (%) on NABH / NABL Rates or Non-NABH / Non NABL Rates (Whichever is applicable) for the CGHS Treatment Procedure / Investigation List (As per Annexure-VI of tender Document)	

Note: Fill and upload this Annexure-V in Financial Bid only.
Don't upload this Annexure-V with the Technical Documents in the Technical Bid.

Signature and Stamp of Bidder

CGHS TREATMENT PROCEDURE/INVESTIGATION LIST (Annexure-VI)

Sr. No.	CGHS TREATMENT PROCEDURE/INVESTIGATION LIST (CHANDIGARH)	Non- NABH/ Non-NABL Rates (2021)	NABH/ NABL Rates (2021)
1389	Haemoglobin (Hb)	16	18
1390	Total Leucocytic Count (TLC)	28	32
1391	Differential Leucocytic Count (DLC)	28	32
1392	Erythrocyte Sedimentation Rate (ESR)	25	29
1393	Total Red Cell count with MCV,MCH,MCHC,DRW	30	35
1394	Complete Haemogram/CBC, Hb,RBC count and indices,TLC, DLC, Platelet, ESR, Peripheral smear	122	140
1395	Platelet count	43	49
1396	Reticulocyte count	43	49
1397	Absolute Eosinophil count (AEC)	43	49
1398	Packed Cell Volume (PCV)	13	15
1399	Peripheral Smear Examination	39	45
1400	Smear for Malaria parasite	38	44
1401	Bleeding Time	35	40
1406	Activated partial ThromboplastinTime (APTT)	92	106
1407	Rapid test for malaria(card test)	40	46
1409	Bleeding Disorder panel- PT, APTT, Thrombin Time Fibrinogen, D-Dimer/ Fibrinogen Degradation Products	400	460
1418	Blood Group & RH Type	30	35
1419	Cross match	45	52
1420	Coomb's Test Direct	90	104
1421	Coomb's Test Indirect	100	115
1424	Hepatitis B surface antigen (HBsAg)	102	117
1425	Hepatitis C virus (HCV)	128	147
1426	Human immunodeficiency virus- HIV I and II	150	173
1427	Venereal Disease Research Laboratory test (VDRL)	43	49
1428	RH Antibody titer	80	92
1444	Blood Glucose Random	22	25
1445	24 hrs urine for Proteins,Sodium, creatinine	50	58
1446	Blood Urea Nitrogen	49	56
1447	Serum Creatinine	50	58
1448	Urine Bile Pigment and Salt	25	29
1449	Urine Urobilinogen	20	23
1450	Urine Ketones	30	35
1451	Urine Occult Blood	32	37
1452	Urine total proteins	18	21
1453	Rheumatoid Factor / Rh Factor test	90	104
1454	Bence Jones protein	42	48
1455	Serum Uric Acid	50	58
1456	Serum Bilirubin total & direct	80	92
1457	Serum Iron	85	98
1458	C-reactive Protein (CRP)	100	115
1459	C-reactive Protein (CRP) Quantitative	160	184
1460	Body fluid (CSF/Ascitic Fluid etc.)Sugar, Protein etc.	85	98
1461	Albumin.	18	21

1462	Creatinine clearance.	75	86
1463	Serum Cholesterol	56	64
1464	Total Iron Binding Capacity (TIBC)	80	92
1465	Glucose (Fasting & PP)	42	48
1466	Serum Calcium –Total	54	62
1467	Serum Calcium –Ionic	40	46
1468	Serum Phosphorus	56	64
1469	Total Protein Alb/Glo Ratio	50	58
1470	Immunoglobulin G (IgG)	225	259
1471	Immunoglobulin M(IgM)	250	288
1472	Immunoglobulin A(IgA)	225	259
1475	Serum glutamic pyruvic transaminase (SGPT) / Alanine Aminotransferase (ALT)	50	58
1476	Serum Glutamic oxaloacetic transaminase (SGOT) / Aspartate Aminotransferase (AST)	50	58
1477	Serum amylase	105	121
1478	Serum Lipase	130	150
1479	Serum Lactate	72	83
1480	Serum Magnesium	100	115
1481	Serum Sodium	50	58
1482	Serum Potassium	50	58
1483	Serum Ammonia	100	115
1484	Anemia Profile	204	235
1485	Serum Testosterone	150	173
1487	Triglycerides	75	86
1488	Glucose Tolerance Test (GTT)	85	98
1489	Triple Marker.	765	880
1490	Creatine Phosphokinase (CPK)/Creatine Kinase (CK)	90	104
1492	Prothrombin Time (PT)	100	115
1493	Lactate dehydrogenase (LDH)	100	115
1494	Alkaline Phosphatase	54	62
1495	Acid Phosphatase	78	90
1496	CPK MB/CK MB	181	208
1498	Troponin I	100	115
1499	Troponin T	600	690
1500	Glucose-6-Phosphate Dehydrogenase (G6PD)	100	115
1506	Blood gas analysis / Arterial Blood Gas (ABG)	120	138
1507	Blood gas analysis / Arterial Blood Gas (ABG) with S. Electrolytes	414	476
1508	Urine pregnancy test	65	75
1510	Glycosylated Haemoglobin (HbA1c)	130	150
1512	Kidney Function Test (KFT)	225	259
1513	Liver Function Test (LFT)	225	259
1514	Lipid Profile. (Total cholesterol, LDL, HDL, Triglycerides)	200	230
1559	T3, T4, TSH	181	208
1560	Triiodothyronine- T3	64	74
1561	Tetraiodothyronine T4	64	74
1818	Typhidot IgM	340	400
1823	Widal Test	60	70
1824	Dengue Serology	510	600