

# अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़) All India Institute of Medical Sciences, Raipur (Chhattisgarh) खंडन

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) के लिये बोलीदाताओं / फर्म / एजेंसी इत्यादी से प्रस्ताव नही बल्कि प्रस्ताव प्राप्त करने का निमंत्रण है संविदात्मक दायित्व तब तक नही होगा जब तक औपचारिक अनुबंध पर हस्ताक्षर नही किया जाता और चयनित बोलीदाताओं / फर्म / एजेंसी इत्यादी के साथ एम्स रायपुर के विधिवत अधिकृत अधिकारियों के द्वारा निश्पादित किया गया हो।

#### **DISCLAIMER**

This tender is not an offer by the All India Institute of Medical Sciences, Raipur, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS, Raipur with the selected bidder/firm/agency.

Tatibandh, G.E. Road, Raipur -492099 (CG), Tele: 0771- 2577327,

Website: www.aiimsraipur.edu.in/www.eprocure.gov.in

Email: storesofficer.hp@aiimsraipur.edu.in



# Outsourcing of Pathological and Biochemistry Testing for Renal Transplant Services under MoU at All India Institute of Medical Sciences, Raipur

#### **CRITICAL DATE SHEET**

Published Date	26/08/2022 at 17:00 HOURS
Bid Submission Start Date	26/08/2022 at 17:00 HOURS
Bid Submission End Date	02/09/2022 at 15:00 HOURS
Bid Opening Date	02/09/2022 at 15:30 HOURS

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# अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर, छत्तीसगढ़ All India Institute of Medical Sciences, Raipur (Chhattisgarh)

Tatibandh, GE Road, Raipur-492 099 (CG) Website: www.aiimsraipur.edu.in

Tele: 0771- 2577327, e-mail: <a href="mailto:storesofficer.hp@aiimsraipur.edu.in">storesofficer.hp@aiimsraipur.edu.in</a>

<u>Sub:</u> AIIMS Raipur is going to start Renal Transplant Services very soon for which the relevant Pathological and Biochemistry Testing are going to be outsourced at All India Institute of Medical Sciences, Raipur (Chhattisgarh)

Director, All India Institute of Medical Sciences, Raipur invites Quotations in Two bids (Technical and Financial) for **Outsourcing of Pathological and Biochemistry Testing for Renal Transplant Services** under MoU. Manual bids shall not be accepted.

- **1.** Tender document may be downloaded from AIIMS web site <u>www.aiimsraipur.edu.in</u> (for reference only).
  - **Contract Period:** The MoU shall be valid for a period of **One Year** from the date of commencement of Contract and same can be extended by the Director, AIIMS Raipur on mutual agreement on same terms and conditions for **one & more years**. The Director AIIMS Raipur reserves the right to terminate contract at any stage if services and performance found unsatisfactory on observation of user department.
- 2. The eligible bidder will submit the technical document and price bid (Annexure A) in a sealed closed envelope to the following address by **02/09/2022 03:00 PM**, No bid will accepted after the due time.
  - Office of Stores Officer Hospital, Room No. -146, Near Nuclear Medicine Department C-C1 Block, Gate No. 1, AIIMS Raipur
  - **3.** The quantity shown against each item is approximate and may vary as per demand of the Institute.
  - **4.** In the event of any dispute or difference(s) between the vendee (AIIMS Raipur) and the vendor(s) arising out of non-supply of services or not found according to the specifications or any other cause what so ever relating to the services or contract before or after the supply has been executed, shall be referred to the Director AIIMS, Raipur who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
  - **5.** The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
  - **6.** All disputes shall be subject to Raipur Jurisdiction only.
  - 7. AIIMS Raipur reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.
  - **8.** The Tender/Bid will be opened at Office of Stores Officer Hospital, Room No. 146, Near Nuclear Medicine Department C-C1 Block, Gate No. 1, AIIMS Raipur.
    - i) Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned instrument/equipment.

- ii) No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
- **9.** Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.

#### 10. Award of Contract

The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price.

- Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- ii) The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the purchase order.
- **11.** Rates should be quoted inclusive of all variables as mentioned in the bid.
- **12.** Conditional bid will be treated as unresponsive and it may be rejected.
- **13.** In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer (H), AIIMS Raipur through **e-mail:** <a href="mailto:storesofficer.hp@aiimsraipur.edu.in">storesofficer.hp@aiimsraipur.edu.in</a> on or before end date of clarification as per critical date sheet.
- **14.** The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS, Raipur.

## **General Terms & Conditions:-**

- 1. <u>COLLECTION OF SAMPLES</u>: The Successful bidder shall make his own arrangement at his cost to get the samples collected from the AIIMS Raipur and in case of any emergency investigations the sample must be collected as and when informed telephonically round the clock. The Lab. Agency shall have to provide containers sample collection device (vaccutainers), related material for collecting all samples outsourced.
  - a) The samples are to be received along with the requisite slips in duplicate. It will be the responsibility of the Lab. Agency to ensure the right type of samples collection vials (i.e. EDTA, PLAIN or HEPARINIZED) and samples should be taken by them as per the requisite investigation. No complaint regarding adequacy/haemolysis/ wrongly collected samples will be entertained.
  - b) In case of inability to collect samples from the hospital as per the requirement of the hospital or not furnishing test reports within stipulated time, a penalty up to Rs. 500/- (Rupees Five Hundred Only) per such instance may be levied on the Lab Agency by AIIMS Raipur and any extra cost incurred whatsoever by the AIIMS Raipur on analysis of samples from the open market shall be recovered from the Lab. Agency by deducting the same from the monthly bills.
- **2. SUBMISSION OF REPORTS**: The approved Lab. Agency shall have to make necessary arrangement at his cost to deliver the reports of investigations of samples collected duly signed by the competent authority by next day to AIIMS Raipur. In emergency cases reports may also be

asked/communicated telephonically/emailed to the user department, followed by submission of reports on next working day. The reports shall have to prepared in triplicate The report of investigations shall contains:

- i) Name of the patient
- ii) Age,
- iii) Patient's UHID,
- iv) Name of test,
- v) Date, when the sample was sent to the outsourced lab.

All copies of the investigations submitted, must be signed by the reporting pathologist/doctor in charge with stamp. The reports which are submitted after the stipulated time must be clearly marked in the list. In case of wrong diagnosis resulting out of incorrect reporting of samples, the legal liability arising out of it, if any shall entirely rest with the lab agency.

- **3.** Penalty Clause: Lab. Investigations can't be denied on the pretext of non-availability of Specialists/ non-functioning of equipments etc. failing which investigations may be got done from other than empanelled centre and any excess payment made to the other centre + ₹ 500 penalty for this purpose will be deducted from the pending bills/security deposit.
- **4.** The Lab. Agency shall raise the bills on their letter head as per the terms and conditions of Tender document.
- **5.** The Lab. Agency will provide laboratory investigations and no payment will be made to them for investigations which are not mentioned in the referral form.
- **6.** During the Investigation of IPD Patients, the Lab. Agency will not ask the Patient/Attendant to purchase separately the medicines/sundries/equipment or accessories (Required for investigation) from outside.
- **7.** Any legal liability arising out of such laboratory investigations services shall be the sole responsibility of the Lab. Agency and shall be dealt with by the concerned Agency.
- **8.** Lab. Agency will submit bills every month by 10th of every month
- **9.** If the services of Service Provider are not found satisfactory at any point of time during the contract period, then the public partner will give notice to the Service Provider for improvement of services / rectification of defects. If the services are not improved to the satisfaction of the public partner within 30 days from the date of receipt of the notice then contract with the Service Provider can be terminated with three-month notice.

#### **10.** <u>Discrepancies in Prices</u>:

- a) If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected;
- c) If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.
- **11. Breach of Contract:** In case of breach of any terms and conditions as mentioned above, the Competent Authority will have the right to cancel the contract without assigning any reasons

thereof and nothing will be payable by AIIMs, Raipur. In that event the security deposit shall also stand forfeited.

- **12.** Subletting of contract: The firm shall not assign or sublet the contract or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable.
- **13. Right to call upon information regarding status of contract**: The AIIMS, Raipur will have the right to call upon information regarding status of contract at any point of time.

#### 14. Terms of payment:

- a. The bills of patients covered under Ayushman Bharat Yojana will be paid by AIIMS Raipur on monthly basis.
- b. For patients not covered under Ayushman Bharat Yojana will be paid by the patient concerned.

## 15. Good & Service Tax:

- 1. GST rates applicable on the quoted item may please be mentioned in the bid document.
- 2. It may be confirm if there is any (Upward/Reduction) in the Basic Price structure. Bidders are required to pass the Input Credit as per the following Anti Profiteering Clause of GST.
  - "Upon Implementation of GST, any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Raipur by way of commensurate reduction in the prices".
- 16. Arbitration: If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Director, AIIMS Raipur to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Director, AIIMS Raipur. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.
- **17.** <u>Legal Jurisdiction:</u> The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

#### 18. Option Clause / Tolerance Clause:

At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25% to 30%, the quantity of goods (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.

- **19.** The Lab. Agency will provide round the clock services at no extra cost.
- **20.** The Lab. Agency must certify that they shall charge as per quoted rates in the tender Document.
- **21.** Final decision of the committee will be binding on all and no claim in this regard will be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by the Director, AIIMS Raipur shall be final.

Stores Officer (Hospital), AIIMS Raipur (C.G.)

### Technical Bid:- Documents to be submitted along with price bid Annexure - A

The following documents are required to submit by the Bidder along with Price Bid as per the tender document:

- a) NABL Accreditation certificate.
- b) Copy of PAN Card.
- c) Firm/Company registration certificate.
- d) The GST Registration details.
- e) Please provide a certificate on letter head that you have not quoted the price higher than previously supplied to any government Institute/ Organization/ reputed Private Organization or DGS&D rate in recent past.

#### **Terms and Conditions:-**

- 1) The bidder should be a company/firm engaged in Laboratory Investigations for at least 5 years till the publishing of this tender in last 7 years.
- 2) The laboratory quoting for the empanelment must be NABL accredited, continuously for the last THREE years, in following departments:-
  - Pathology, Histopathology, Microbiology, Serology, Bio-chemistry (clinical Biochemistry), Haematology.
- 3) The bidder should have experience of providing full 24 hours 'Round the clock' Laboratory service to atleast one 300 bedded or more Hospital under Central Govt./state Govt./Autonomous Bodies/Corporation/Private.
- **4)** The bidder must have its own Laboratory. The Laboratory should have complete functioning laboratory having in house services of Microbiological investigations, Molecular Biology genetic investigations such as PCR, Karyo-typing and Histo-Pathological investigations.
- 5) The price quoted of required testing to be consist of the following:
  - a) The samples to be collected by outsourced testing agency from the concerned department.
  - b) Logistics of samples collected adhering to Bio-hazard Protocols.
  - c) Cost of consumables required in the entire testing and reporting process.
- **6)** Testing facility is required on-demand basis.
- 7) Payment of bills raised against testing will be done on monthly basis.

Stores Officer (Hospital), AIIMS Raipur (C.G.)

# Annexure A

# List of testing required:-

S/No	TEST NAME	QUANTITY	PRICE	TOTAL AMOUNT
1	HLA DNA TYPING HIGH RESOLUTION	100		
2	HLA T & B CELL LYMPHOCYTE CROSS MATCH (Complement Dependent Cytotoxicity with DTT treatment)	100		
3	HLA T & B CELL (FLOW CYTOMETRY CROSSMATCH)	100		
4	HLA-PANEL REACTIVE IgG ANTIBODIES (PRA) SCREEN (Luminex Technology)	10		
5	HLA-PANEL REACTIVE IgG ANTIBODIES (PRA) CLASS I QUANTITATIVE(Luminex Technology)	10		
6	HLA-PANEL REACTIVE IgG ANTIBODIES (PRA) CLASS II QUANTITATIVE(Luminex Technology)	10		
7	HLA DSA (DONOR SPECIFIC IgG ANTIBODIES) CLASS I & II	100		
8	HLA SINGLE ANTIGEN BEAD ASSAY FOR CLASS I & II IgG ANTIBODIES; DSA-SAB CLASS I & II (Luminex Technology)	100		
9	HLA SINGLE ANTIGEN BEAD ASSAY FOR CLASS I IgG ANTIBODIES; DSA-SAB CLASS I (Luminex Technology)	100		
10	HLA SINGLE ANTIGEN BEAD ASSAY FOR CLASS II IgG ANTIBODIES; DSA-SAB CLASS I I(Luminex Technology)	100		
11	HISTOPATHOLOGY KIDNEY BIOPSY (Fluorescence & Light Microscopy, IHC, Digital Photography)	10		
12	CYTOMEGALOVIRUS (CMV) DNA, QUANTITATIVE PCR	50		
13	EPSTEIN BARR VIRUS (EBV), QUANTITATIVE PCR	20		
14	ADENOVIRUS QUALITATIVE PCR	20		
15	BK VIRUS PCR, QUANTITATIVE	20		
16	JC/BK VIRUS DETECTION Quanttitative PCR	20		
17	Serum TACROLIMUS level; FK506 (By LC-MS/MS)	300		
18	Serum CYCLOSPORINE A level (By LC-MS/MS)	100		
19	Serum SIROLIMUS level (RAPAMYCIN) (By LC-MS/MS)	10		
20	SerumEVEROLIMUS level (By LC-MS/MS)	10		
		Total Amount		

The laboratory should issue Form 5 needed for Renal Transplant as per Transplantation of Human Organs and Tissues Rules and Acts

Stores Officer (Hospital), AIIMS Raipur (C.G.)