

Department of Medical, Health and Family Welfare
Government of Uttar Pradesh

**NATIONAL COMPETITIVE BIDDING DOCUMENT
FOR**

Selection of Free Diagnostic Service Providers

for

95 District Hospitals and 822 CHCs of Uttar Pradesh

Bid Ref. No.: SPMU/NHM/Procure./FDS/2016-17/21/03



National Health Mission, Uttar Pradesh
Mission Director, NHM - UP
Vishal Complex, 19-A Vidhan Sabha Marg
Lucknow, U.P., India - 226001
Phone: 0522 - 2237496, 2237522
Fax: 0522 - 2237574, 2237390
Website: <http://upnrhm.gov.in>
Email: mdupnrhm@gmail.com

NATIONAL COMPETITIVE BIDDING**SELECTION OF FREE DIAGNOSTIC SERVICE PROVIDERS FOR 95 DISTRICT HOSPITALS AND 822 CHCS OF UTTAR PRADESH**

Bid Reference	: SPMU/NHM/Procure./FDS/2016-17/21/03
Date of Commencement of sale of bidding document	: 12 th August 2016
Date of Pre-bid meeting	: 26 th August 2016 at 12:00 PM
Last Date & Time for receipt of Bids	: 7 th October 2016 at 11:00 AM
Time & Date of Opening of Bids	: 7 th October 2016 at 3:00 PM
Place of bid submission	: 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow
Place of Opening of Bids	: 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow
Address for communication	: Mission Director, NHM-UP Vishal Complex, 19-A. Vidhan Sabha Marg Lucknow (Uttar Pradesh) India - 226001

Disclaimer

The information contained in this Request for Qualification cum Request for Proposal document (hereafter referred as the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Nodal Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Nodal Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Nodal Authority in relation to the Projects. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Nodal Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Nodal Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Nodal Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Nodal Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Nodal Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Nodal Authority is bound to select a Bidder or to appoint the Selected Bidder for the Projects and the Nodal Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Nodal Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Nodal Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Service Provider set forth in the Service Agreement or the Nodal Authority's rights to amend, alter, change, supplement or clarify the scope of work or the Project, to be awarded pursuant to this RFP. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Nodal Authority.

Invitation for Bids (IFB)

National Competitive Bidding (NCB)

Date 12th August 2016

Contract Identification No: SPMU/NHM/Procure./FDS/2016-17/21/03

1. Mission Director, National Health Mission, Uttar Pradesh, henceforth referred to as Nodal Authority, invites bids from eligible service providers. The Free Diagnostics initiative is being rolled out under National Health Mission to ensure comprehensive evidence based healthcare at public health facilities and reducing out of pocket expenditure of general public. Through UPHSSP, State of Uttar Pradesh has already set up collection centers based on PPP model in 49 District Hospitals. These collection centers are enabled through robust performance monitoring framework through Patient Diagnostic Information System (PDIS). It is proposed to deploy similar model of collection centers to extend diagnostic services to the rest of 95 District Hospitals and 822 CHCs in the state. The state will be divided into 5 clusters (Refer Annexure D for Cluster Details). Bids are invited on Cluster basis. Bidders have the option to bid for any one or more cluster. A bidder may be awarded more than one cluster if the bidder is qualified for undertaking multiple clusters.

2. Bidding will be conducted through National Competitive Bidding (NCB) procedures.

3. Bids will be invited on the basis of discount-percentage contract based on the Central Government Health Scheme (CGHS) Delhi-NCR Circle, 2014 rates for NABL investigations.
 (<http://msotransparent.nic.in/writereaddata/cghsdata/mainlinkfile/File979.pdf>)
 - If the rates for some tests are not available in CGHS rate list, then the rates of such pathology tests in SGPGI/ KGMU/ any other medical college will be considered in that sequence.
 - If any test appears in the CGHS list more than once, the lowest rate will be considered. CGHS rate list of Delhi and NCR for 2014 will be taken as authentic for reference value.

4. The period of initial Contract will be valid for Three years and may be renewed after Three Years based on review of service provider's performance and mutual consent.

5. The Bidder has to offer a discount percentage up to three decimal places on CGHS Delhi-NCR Circle, 2014 rates for NABL investigations for all the hospitals which are listed under a specific hospital. Bids will be evaluated cluster-wise. The contract(s) will be awarded to the substantially responsive Bidder or Bidders offering the highest discount percentage.
6. Contract signing and payment authority will be Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh
7. 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 **State Health Society, Uttar Pradesh, Lucknow** 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**".
8. Interested eligible bidders may obtain further information from the office of Mission Director, National Health Mission (UP) and bid document will be available for view and download on the project website <http://upnrhm.gov.in>
9. A pre-bid meeting was held on **26th August 2016 at 12:00 PM** at the office of 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow to clarify the issues and to answer questions raised by the prospective bidders on any issue related with the bid document, issued on **12th August 2016**.
 - a. Basis the queries received from the bidders, the Nodal Authority is issuing a Revised RFP on **16th September 2016**.
 - b. The Revised RFP is posted on website <http://upnrhm.gov.in>.
 - c. The bidders are advised to refer Revised RFP for preparation and submission of their bids.
 - d. In order to provide prospective Bidders reasonable time for taking the Revised RFP into account, Nodal Authority has revised the bid submission date as **07th October 2016 at 11:00 A.M.**

10. Bid document can be downloaded from the website <http://upnrhm.gov.in>. and bidder can submit its response by using the downloaded document, along with the required non-refundable fee of Rs. 15,000/- (Rupees Fifteen Thousand Only) through Demand Draft drawn in favour of **State Health Society , National Health Mission, Lucknow** payable at Lucknow. Bid fee shall be payable only once, even if bidder opts to apply for more than one cluster. **Non-payment of the bid fee will be a reason for declaring the bid as Rejected Bid.**
11. The bid will be valid for a period of 180 days after bid submission date.
12. 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 Mission Director, NHM-UP, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow - 226001 on or before **07th October 2016** at **11:00 AM**. If a bidder opts for more than one cluster, the bidder will need to furnish bid security amount equal to the arithmetic sum of bid security for each cluster that the bidder intends to bid for.
13. The bids will be opened on **07th October 2016** at **03:00 PM** in the presence of bidder's representatives who choose to attend the bid opening.
14. In the event of specified date for the submission of bids being declared a holiday for the Authority's office, the due date for submission and opening will be the next working day at the same time.

Mission Director,
NHM - UP
Vishal Complex, 19-A Vidhansabha Marg
Lucknow, U.P., India - 226001

Part I – Bidding Procedures

Section I. Instructions to Bidders

Table of Contents

A. General	11
1. Scope of Bid.....	11
2. Source of Funds.....	11
3. Corrupt or Fraudulent Practices.....	11
4. Eligible Bidders.....	12
5. Qualification of the Bidder.....	12
6. One Bid per Bidder.....	15
7. Cost of Bidding.....	15
8. Site Visit.....	15
B. Bidding Documents	15
9. Content of Bidding Documents.....	15
10. Clarification of Bidding Documents.....	16
11. Amendment of Bidding Documents.....	16
C. Preparation of Bids	16
12. Language of Bid.....	16
13. Documents Comprising the Bid.....	17
14. Bid Prices.....	17
15. Currencies of Bid and Payment.....	17
16. Bid Validity.....	18
17. Bid Security.....	18
18. Alternative Proposals by Bidders.....	19
19. Format and Signing of Bid.....	20
D. Submission of Bids	21
20. Sealing and Marking of Bids.....	21
21. Deadline for Submission of Bids.....	21
22. Late Bids.....	22
23. Modification and Withdrawal of Bids.....	22
E. Bid Opening and Evaluation	22
24. Bid Opening.....	22
25. Process to Be Confidential.....	23
26. Clarification of Bids.....	23
27. Examination of Bids and Determination of Responsiveness.....	24
28. Correction of Errors.....	24
29. Currency for Bid Evaluation.....	24
30. Evaluation and Comparison of Bids.....	24

31.	Preference for Domestic Bidders	25
F.	Award of Contract.....	25
32.	Award Criteria.....	25
33.	Employer’s Right to Accept any Bid and to Reject any or all Bids	26
34.	Notification of Award and Signing of Agreement.....	26
35.	Performance Security.....	26
36.	Advance Payment and Security	27
37.	Adjudicator	27

Instructions to Bidders

A. General

- | | |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Scope of Bid | <p>1.1 The Employer, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the Annexure A to the Contract. The name and identification number of the Contract is provided in the BDS.</p> <p>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 three years of contract duration will be based on review of service provider's performance and mutual consent.</p> |
| 2. Source of Funds | NOT APPLICABLE |
| 3. Corrupt or Fraudulent Practices | <p>The Service Provider undertakes to observe the highest standard of ethics during the performance of the work under this Agreement without indulging in any Corrupt, Fraudulent, Collusive or Coercive Practices. For the purposes of this provision, the terms set forth below shall have the meaning assigned to them as follows:</p> <ul style="list-style-type: none"> a. "Corrupt Practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract; b. "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; c. "Collusive Practices" means a scheme or arrangement between two or more Service Providers, with or without the knowledge of Authority, designed to influence the action of any party in the procurement process or execution of the contract; and d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their |

participation in a procurement process, or affect the execution of the contract.

4. Eligible Bidders

- 4.1 This Invitation for Bids is open to all bidders.
- 4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a consortium 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 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer 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 5.5 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.
- 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
- 5.4 Bids submitted by a Consortium 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 member of consortium;
 - (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 consortium 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 consortium 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) The Lead Member in case of Consortium should have at least 51% stake of the consortium and must also have all legal liabilities; 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 consortium may result in disqualification.

- 6. One Bid per Bidder** 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a consortium. 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 bids 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 or corrigendum or revised RFP
- 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**.
- 14. Bid Prices**
- 14.1 The Contract shall be for the Services, as described in Annexure A of the contract and in specifications, based on the priced Activity Schedule, Section V.
- 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.
- 15. Currencies of Bid and Payment**
- 15.1 Indian rupee is the default currency of the bid. The payment from the Employer shall be made in Indian Rupees

- 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) Not Applicable

- (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) Not Applicable

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 consortium must be in the name of the consortium that submits the bid. If the consortium 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 consortium.

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 set 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". The inner envelope shall contain Technical and Financial bids in separate sealed envelopes
- 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 Deleted
- 28.2 Deleted
- 29. Currency for Bid Evaluation**
- 29.1 The currency for this bid is Indian Rupees.
- 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

NOT APPLICABLE

F. Award of Contract

32. Award Criteria

32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder(s) (one bidder per cluster will be declared as successful 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(s) whose Bid have 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 NOT APPLICABLE

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

A. General																																																			
1.1	<p>The Employer is <i>Mission Director, National Health Mission (U.P.)</i>.</p> <p>The name and identification number of the Contract are; Name: Selection of Free Diagnostic Service Providers for 95 District Hospitals and 822 CHCs of Uttar Pradesh Identification Number: SPMU/NHM/Procure./FDS/2016-17/21/03</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Cluster No.</th> <th>Number of DHs</th> <th>Number of CHCs</th> <th>Minimum Required Turnover (in Cr.)</th> <th>Performance Security (in Cr.)</th> <th>Bid Security (in Lakhs)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>23</td> <td>152</td> <td>9.01</td> <td>2.25</td> <td>15.01</td> </tr> <tr> <td>2</td> <td>20</td> <td>163</td> <td>10.10</td> <td>2.53</td> <td>16.84</td> </tr> <tr> <td>3</td> <td>22</td> <td>164</td> <td>7.63</td> <td>1.91</td> <td>12.72</td> </tr> <tr> <td>4</td> <td>16</td> <td>208</td> <td>8.87</td> <td>2.22</td> <td>14.79</td> </tr> <tr> <td>5</td> <td>14</td> <td>135</td> <td>7.44</td> <td>1.86</td> <td>12.39</td> </tr> </tbody> </table> <p>(Please refer Annexure D for cluster-wise breakup, Annexure E & F for DH and CHCs details)</p> <p>Minimum Assured Revenue The minimum assured revenue starts from the date of complete implementation of the program or 3 months from date of signing of the contract, whichever is later. Until such time, payment would be on actual basis.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Cluster No.</th> <th>Minimum Assured Revenue per month (in Rs. Lakhs)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>45.04</td> </tr> <tr> <td>2</td> <td>50.51</td> </tr> <tr> <td>3</td> <td>38.17</td> </tr> <tr> <td>4</td> <td>44.36</td> </tr> <tr> <td>5</td> <td>37.18</td> </tr> <tr> <td>Total</td> <td>202.40</td> </tr> </tbody> </table>	Cluster No.	Number of DHs	Number of CHCs	Minimum Required Turnover (in Cr.)	Performance Security (in Cr.)	Bid Security (in Lakhs)	1	23	152	9.01	2.25	15.01	2	20	163	10.10	2.53	16.84	3	22	164	7.63	1.91	12.72	4	16	208	8.87	2.22	14.79	5	14	135	7.44	1.86	12.39	Cluster No.	Minimum Assured Revenue per month (in Rs. Lakhs)	1	45.04	2	50.51	3	38.17	4	44.36	5	37.18	Total	202.40
Cluster No.	Number of DHs	Number of CHCs	Minimum Required Turnover (in Cr.)	Performance Security (in Cr.)	Bid Security (in Lakhs)																																														
1	23	152	9.01	2.25	15.01																																														
2	20	163	10.10	2.53	16.84																																														
3	22	164	7.63	1.91	12.72																																														
4	16	208	8.87	2.22	14.79																																														
5	14	135	7.44	1.86	12.39																																														
Cluster No.	Minimum Assured Revenue per month (in Rs. Lakhs)																																																		
1	45.04																																																		
2	50.51																																																		
3	38.17																																																		
4	44.36																																																		
5	37.18																																																		
Total	202.40																																																		
1.2	<p>The CGHS Delhi-NCR Circle, 2014 rates for NABL investigations will be taken as base rate for the contract period and the discount percentage quoted by the service</p>																																																		

	<p>agency would be binding and applicable for current and extended contract period. Any changes in CGHS-NABL Rates shall be applicable for purpose of payment from next month's invoice after the official notification on any public domain is released by Ministry of Health and Family Welfare, Govt. of India</p> <ul style="list-style-type: none"> • If the rates for some tests are not available in CGHS rate list, then the rates of such pathology tests in SGPGI/ KGMU/ any other medical college will be considered in that sequence. • If any test appears in the CGHS list more than once, the lowest rate will be considered. CGHS rate list of Delhi and NCR for 2014 will be taken as authentic for reference value.
5.1	Not applicable
5.2	Not applicable
5.3	<p>The Qualification Information and Bidding forms to be submitted are as follows:</p> <ol style="list-style-type: none"> (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 three years (attach certificate of statutory auditor); (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); (d) qualifications and experience of key site management and technical personnel proposed for the Contract; (e) reports on the financial standing of the Bidder, such as profit & loss statements, balance sheet and auditor's reports for the past three years; (f) evidence of adequacy of working capital for this Contract (attach certificate from bank for financial resources) (g) authority to the Employer to seek references from the Bidder's bankers; (h) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;

<p>5.5 and 5.5 (a)</p>	<p>The qualification criteria in Sub-Clause 5.5 are as follows:</p> <ol style="list-style-type: none"> i. The Bidder can be a sole provider (Company including OPC /Society/Trust/LLP/Partnership) or a group of companies (maximum 3 companies) coming together as Consortium to implement the Project. ii. The Service Provider's turnover from diagnostic services, in any one year during the last three financial years (2013-14, 2014-15, 2015-16), should be greater than or equal to minimum turnover requirement as stated in BDS Clause 1.1 for the cluster(s) that he is bidding for. If a bidder opts for more than one cluster, the bidder shall have the turnover equal to an amount greater than or equal to the arithmetic sum of estimated annual project value for each cluster that the bidder intends to bid for. iii. The Service Provider must have at least 3 (three) years of experience of operating laboratories and testing samples for all pathology disciplines comprising of hematology, biochemistry, microbiology and immunology. iv. Laboratories, where the samples will be analyzed, must follow NABL (National Accreditation Board for Testing & Calibration Laboratories) standards and must have a standard operating manual for conducting tests that is adhered to by the service provider. v. The service provider should have provisions for electronic monitoring and reporting of laboratory operations using a comprehensive Laboratory Information System (LIS). vi. The service provider should not have been barred or blacklisted by the Government of Uttar Pradesh or any other State Government or Government of India from participating in any project. vii. The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department.
<p>5.5(b)</p>	<p>Not Applicable</p>
<p>5.5(c)</p>	<p>For each District Hospital collection center, the minimum indicative essential office equipment / machinery (in working condition) to be made available for the Contract by the successful Bidder and which shall ensure proper storage of samples is as follows:</p> <ul style="list-style-type: none"> ○ Refrigerator for storing samples ○ One Desktop Computer with webcam, keyboard & mouse with functional internet connectivity ○ One Laser Jet Printer cum Scanner cum photocopier ○ One Centrifuge ○ Hub Cutter

	<ul style="list-style-type: none"> ○ Furniture as per sample collection requirements. <p>For each CHC collection center, the minimum indicative essential office equipment / machinery (in working condition) to be made available for the Contract by the successful Bidder and which shall ensure proper storage of samples is as follows:</p> <ul style="list-style-type: none"> ○ Refrigerator for storing samples ○ One Centrifuge ○ Hub Cutter ○ Furniture as per sample collection requirements. <p>The results of the samples duly signed by MD (Pathology/ Microbiology / Clinical Pathologist) of the respective diagnostic laboratory should be uploaded on designated website, as agreed with Authority.</p>
5.5(d)	Not Applicable
5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be Rs. 20 Lakhs for each schedule in the form of Liquid Asset Resource Certificate from the banker's of the legal entity.
5.6	Subcontractors' experience shall not be taken into account
B. Bidding Data	
9.2 and 19.1	The number of hard copies of the Bid to be completed and submitted shall be two (one original and one copy).
10.1	Pre-Bid Meeting: Was conducted on 26th August 2016, Time: 12:00 PM , at Place: 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow
C. Preparation of Bids	
12.1	Language of the bid: <i>"English"</i>
13.1	<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> <ul style="list-style-type: none"> e) Not Applicable f) Bid Fees g) License: The Service Provider should provide authorized license certificate for running the clinical / diagnostic / laboratory services. h) The Service Provider must have all statutory registrations i.e. service tax registration, Permanent Account Number (PAN), Labour Registration

	<p>Certificate, VAT, Shop & Commercial Act, Labour Act, EPF & ESI (copy to be attached).</p> <p>i) Income Tax Returns (ITRs) for past 3 assessment years (2013-14, 2014-15, 2015-16).</p> <p>j) The service provider should not have been barred or blacklisted by the Government of Uttar Pradesh or 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. 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.</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. 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 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 Director/Partner/Chairperson/Trustee.</p> <p>k) The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department.</p> <p>l) 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>
14.	<i>Bids will be invited as a percentage contract based on the Central Government Health Scheme (CGHS) Delhi-NCR Circle, 2014 rates for NABL investigations published in the</i>

	<p>CGHS website. The Bidder has to offer a discount percentage for each schedule up to three decimal places on CGHS Delhi-NCR Circle, 2014 rates for NABL investigations. 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 Delhi-NCR Circle, 2014 rates for NABL investigations.</p> <p>The CGHS Delhi-NCR Circle, 2014 rates for NABL investigations will be taken as base rate for the contract period and the discount percentage quoted by the service agency would be binding and applicable for current and extended contract period. Any changes in CGHS-NABL Rates shall be applicable for purpose of payment from next month's invoice after the official notification on any public domain is released by Ministry of Health and Family Welfare, Govt. of India.</p> <ul style="list-style-type: none"> • If the rates for some tests are not available in CGHS rate list, then the rates of such pathology tests in SGPGI/ KGMU/ any other medical college will be considered in that sequence. • If any test appears in the CGHS list more than once, the lowest rate will be considered. CGHS rate list of Delhi and NCR for 2014 will be taken as authentic for reference value. 																				
15	<p>15.1 Contract signing and payment authority will be Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh</p> <p>(a) All payments will be made in Indian Rupees (INR)</p> <p>(b) The payments are divided into the following categories as under, for which the service agency has to submit 3 invoices separately:-</p> <table border="1" data-bbox="396 1251 1393 1724"> <thead> <tr> <th>Payment Category</th> <th>% Payment</th> <th>Basis of Payment</th> <th>Frequency</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>Monthly</td> <td>15 days</td> </tr> <tr> <td>2</td> <td>10%</td> <td>TAT Linked</td> <td>Monthly</td> <td>45 days</td> </tr> <tr> <td>3</td> <td>10%</td> <td>EQA Linked</td> <td>Quarterly</td> <td>60 days</td> </tr> </tbody> </table> <p>(c) <u>For Upfront Payment Category 1</u> Payment of [80%] of the claimed Gross Amount will be released on submission of Invoice by the service provider which will be verified by the hospital/CHC</p>	Payment Category	% Payment	Basis of Payment	Frequency	No. of days to release payments from date of submission of Invoice	1	80%	Upfront payment on submission of Invoice	Monthly	15 days	2	10%	TAT Linked	Monthly	45 days	3	10%	EQA Linked	Quarterly	60 days
Payment Category	% Payment	Basis of Payment	Frequency	No. of days to release payments from date of submission of Invoice																	
1	80%	Upfront payment on submission of Invoice	Monthly	15 days																	
2	10%	TAT Linked	Monthly	45 days																	
3	10%	EQA Linked	Quarterly	60 days																	

pathologist and counter signed by the CMS / SIC / CMO of the respective hospital/district. The Service Provider can submit the verification claims duly accompanied by evidences of services provided, on fortnightly basis to CMO/ CMS for verification purpose.

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

- The TAT would be calculated starting from the time sample is dispatched from the District Head Quarters to successfully uploading of the test result on the designated website, as agreed by Authority. The website would be managed by designated personnel from the Authority.
- The service provider has to set-up and manage Collection Centers at CHCs and DHs. Centers must be operational during the working hours of OPD and should be working all days of a week except Sundays and Public Holidays. Beyond working hours, the service provide shall ensure collection of samples within 2 hours on call basis at DH.
 - Sample Dispatch timing at the District Hospital would be,
 - Twice daily at 12 noon and 4 pm
 - Sample Dispatch timing at the CHCs would be,
 - Once daily 3 hours after closure of OPD.
 - For districts having CHCs more than 100 Km from District Headquarter, sample dispatch would be 4 hours after closure of OPD.
- The service provider will submit TAT compliance report, this will be verified by the hospital/CHC pathologist and counter signed by the CMS / SIC / CMO of the respective hospital/district.
- The payment of [10%] of the claimed Gross Amount will be based on verification of TAT compliance report as per the following criteria:

TAT Compliance	Penalties
> 90%	No Penalty
80% - 90%	5% deduction on the value of the Lab Tests invoiced in that month
70% - 80%	10% deduction on the value of the Lab Tests invoiced in that month
50% - 70%	20% deduction on the value of the Lab Tests invoiced in that month

< 50%

25% deduction on the value of the Lab Tests invoiced in that month. Service provider will be asked to stop providing services after 3 warnings during the contract period with all payments and performance bank guarantee being forfeited

(e) For Payment Category 3 linked to EQA

The cost of External Quality Agency will be borne by the Authority. The EQA will be done on monthly basis.

Penalty on EQA (External Quality Audit) will be revised as per following framework:

Deviation Range	Severity
$\pm < 2 \sigma$	Normal (n)
$\pm > 2 \sigma$ and $\pm < 3 \sigma$	Low Severity (l)
$\pm > 3 \sigma$	High Severity (h)

Payment of [10%] of the claimed Gross Amount on submission of Invoice by the service provider which will be verified by the hospital/CHC pathologist and counter signed by the CMS / SIC / CMO of the respective hospital/district:

Quarterly Results	EQA Compliance	Penalties for not Meeting EQA as stipulated	Remarks
Nnn	"Satisfactory"	No Penalty	
nnl, nnh, nll, nlh	"Alert"	10% amount linked to EQA tests will be forfeited for the months where severity is not normal	Authority can chose to terminate the contract on 2 consecutive Non-satisfactory Quarters
lll, llh, nhh	"Warning"	In addition to forfeiting 10% amount, 50% of the payments made to service provider for EQA linked tests will be recovered from	

		outstanding/PBG for the quarter	
lhh, hhh	“Rejection”	In addition to forfeiting 10% amount, all payments made to service provider for EQA linked tests will be recovered from outstanding/PBG for the quarter	

(f) Penalty to Non- Compliance:

Penalty of [5%] will be levied on account of non- compliance of Equipment and Manpower basis pre-defined Non-Compliance Criteria.

CMO/CMS will conduct Non-Compliance checks by visiting these facilities on quarterly basis. Non-compliance on Man-Power and Equipment will be penalized [5%] of corresponding quarterly payment.

Non-Compliance Criteria

#	Description	Remarks
01.	Does the center operate on the required timings mentioned for DH and CHCs?	Yes/No
02.	Is the number of minimum staff(s) required at the center, present? (Lab Technicians/Lab Administrator or Supervisor/Data Entry Operator) For DH: At least 2 person should be present For CHC: At least 1 person should be present	Yes/No
03.	Does the staff(s) have the minimum qualification level as described in Scope of Work at the center?	Yes/No

	04.	<p>Are the equipment at the center in working condition?</p> <p>List of Minimum Equipment to be present at a each District Hospital Collection center,</p> <ul style="list-style-type: none"> • Refrigerator for storing samples • One Desktop Computer with webcam, keyboard & mouse with functional internet connectivity • One Laser Jet Printer cum Scanner cum photocopier • One Centrifuge • Hub Cutter • Furniture as per sample collection requirements. 	Yes/No
	05.	<p>Are the equipment at the center in working condition?</p> <p>List of Minimum Equipment to be present at a each CHC Collection center,</p> <ul style="list-style-type: none"> • Refrigerator for storing samples • One Centrifuge • Hub Cutter • Furniture as per sample collection requirements. 	Yes/No
	06.	Does the center have all required consumables, chemicals, reagents for sample collection & transportation?	Yes/No
	07.	Does the center manage proper storage of samples?	Yes/No
	08.	Does the center staff maintain log book and lab records properly?	Yes/No
	09.	Does the center maintain basic sanitation and hygiene level?	Yes/No
<p>(g) 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>			

	(h) The termination of the contract will be subject to prior approval of Mission Director, National Health Mission (UP).
16.1	The bids shall be valid for a period of 180 days after bid submission date
17.1; 17.2	The Bidder shall provide 'Bid Security' for an amount stated in the Table under BDS 1.1 for each cluster. If a bidder opts for more than one cluster, the bidder will need to furnish as bid security an amount equal to the arithmetic sum of bid security for each cluster that the bidder intends to bid for. Bid Security should be valid for a period of 180 days after bid submission date-
17.2 (a)	Bid Security should be in the form of either a Bank Guarantee from scheduled bank in the name of State Health Society, Uttar Pradesh or a Fixed Deposit Receipt pledged in favour of State Health Society, Uttar Pradesh payable at Lucknow
18.1 to 18.4	NOT APPLICABLE
D. Submission of Bids	
20.2	<p>The Employer's address for the purpose of Bid submission is – Office of the Mission Director, National Health Mission, Uttar Pradesh, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow.</p> <p>For identification of the bid the envelopes should indicate: Contract: Selection of Free Diagnostic Service Providers for 95 District Hospitals and 822 CHCs of Uttar Pradesh Bid Reference: SPMU/NHM/Procure./FDS/2016-17/21/03</p> <p>The envelopes should also clearly identify the two copies as Original & Duplicate / Copy respectively</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 State Health Society, Uttar Pradesh, Lucknow</i> / Bank Guarantee of scheduled bank to be kept in separate sealed envelope attached with the sealed bid document envelope and kept in outer envelope. The original and duplicate bid document (in 2 separate sealed inner envelope) with the bid cost & bid security will be kept in sealed outer / master envelope.</p>
21.1	The deadline for submission of bids shall be dated 07th October 2016 at 11:00 AM at Office of the Mission Director, National Health Mission, Uttar Pradesh, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow

E. Bid Opening and Evaluation	
24.1	Bids will be opened promptly at 03:00 PM on 07th October 2016 after bid submission at the following address: 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow
29.1	Not Applicable
30	<p>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 cluster. Bids will be evaluated Cluster-wise. The contract(s) will be awarded to the substantially responsive Bidder or Bidders offering the highest discount percentage on CGHS Delhi-NCR Circle, 2014 rates for NABL investigations.</p> <ul style="list-style-type: none"> • If the rates for some tests are not available in CGHS rate list, then the rates of such pathology tests in SGPGI/ KGMU/ any other medical college will be considered in that sequence. • If any test appears in the CGHS list more than once, the lowest rate will be considered. CGHS rate list of Delhi and NCR for 2014 will be taken as authentic for reference value.
F. Award of Contract	
35.1	<p>The Performance Security acceptable to the Employer shall be the in the Standard Form of “Bank Guarantee” for an amount as specified in the ITB 1.1 (in favour of State Health Society, Uttar Pradesh payable at Lucknow) valid for 30 days beyond the date of expiry of the contract.</p> <p>In case the contract is renewed then fresh/renewal of the Bank Guarantee is required.</p>
37.1	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

Service Provider's Bid	41
Qualification Information.....	42
Letter of Acceptance	45
Form of Contract <to be executed after Award of Contract>.....	46
Bid Security (Bank Guarantee).....	48

Service Provider's Bid

[date]

To: [name and address of Employer]

Having examined the bidding documents including addenda No, we offer to execute the *Selection of Free Diagnostic Service Providers for 95 District Hospitals and 822 CHCs of Uttar Pradesh and SPMU/NHM/Procure./FDS/2016-17/21/03* in accordance with the Conditions of Contract, specifications and activity schedule accompanying this Bid.

Cluster	Name of Divisions	% Discount Over CGHS* Rate applicable for NABL Services	
		(in Figures)	(In Words)
Cluster 1	Agra, Aligarh, Jhansi, Kanpur		
Cluster 2	Saharanpur, Meerut, Moradabad, Bareilly		
Cluster 3	Varanasi, Mirzapur, Chitrakoot (Banda), Allahabad		
Cluster 4	Basti, Gorakhpur, Faizabad, Azamgarh		
Cluster 5	Lucknow, Devi Patan (Gonda)		

*If the rates for some tests are not available in CGHS rate list, then the rates of such pathology tests in SGPGI/ KGMU/ any other medical college will be considered in that sequence. If any test appears in the CGHS list more than once, the lowest rate will be considered. CGHS rate list of Delhi and NCR for 2014 will be taken as authentic for reference value.

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.

Authorized Signature: _____ Name
 and Title of Signatory: _____
 Name of Bidder: _____
 Address: _____

Qualification Information

1. Individual Bidders

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid: *[attach]*

1.2 Total annual volume of Services performed in three years (2013-14, 2014-15, 2015-16) as specified in the BDS:

1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last three years (2013-14, 2014-15, 2015-16). 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 5.5(c).

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 Not Applicable

1.7 Financial reports for the last three 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. Consortium

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the consortium.

- 2.2 The information in 1.12 above shall be provided for the consortium.
- 2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the consortium.
- 2.4 Attach the Agreement among all partners of the consortium (and which is legally binding on all partners), which shows that
- all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - The Lead Member in case of Consortium should have at least 51% stake of the consortium and must also have all legal liabilities; and
 - 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.

4. Bidding Clusters

Bidder has to select the cluster(s) in the below table that bidder intends to bid for:

Cluster	Name of Divisions	
Cluster 1	Agra, Aligarh, Jhansi, Kanpur	<input type="checkbox"/>
Cluster 2	Saharanpur, Meerut, Moradabad, Bareilly	<input type="checkbox"/>
Cluster 3	Varanasi, Mirzapur, Chitrakoot (Banda), Allahabad	<input type="checkbox"/>
Cluster 4	Basti, Gorakhpur, Faizabad, Azamgarh	<input type="checkbox"/>
Cluster 5	Lucknow, Devi Patan (Gonda)	<input type="checkbox"/>

Letter of Acceptance

[letter head paper of the Employer]

Date: _____

To
Mission Director, NHM - UP
 Vishal Complex, 19-A Vidhan Sabha Marg
 Lucknow, U.P., India - 226001

This is to notify you that your Bid dated _____ for execution of the *Selection of Free Diagnostic Service Providers for 95 District Hospitals and 822 CHCs of Uttar Pradesh and SPMU/NHM/Procure./FDS/2016-17/21/03, as given in the Special Conditions of Contract* for the Contract Price of percentage discount _____ (in words) _____ on CGHS* Delhi-NCR Circle, 2014 rates for NABL investigations 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 as 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 cluster in the form of Bank Guarantee from scheduled bank in favour of **State Health Society, Uttar Pradesh, Lucknow** valid for a period of 30 days beyond the expiry date of contract agreement for the value mentioned in the table above, latest by ___/___/_____.

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

*If the rates for some tests are not available in CGHS rate list, then the rates of such pathology tests in SGPGI/ KGMU/ any other medical college will be considered in that sequence. If any test appears in the CGHS list more than once, the lowest rate will be considered. CGHS rate list of Delhi and NCR for 2014 will be taken as authentic for reference value.

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, *Mission Director, National Health Mission, Uttar Pradesh 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* Delhi-NCR Circle, 2014 rates for NABL investigations for Schedule no. _____

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 Annexure:

Annexure A: Indicative List of tests which are to be provided by the bidder at District Hospitals and Community Health Center

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

Annexure C: Essentials for Reporting Formats

Annexure D: Cluster Details

Annexure E: Details for District Hospitals

Annexure F: Details for CHCs

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 2015. 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]*

[Authorized Representative]

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

[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

NOT APPLICABLE

Part II - Activity Schedule

Section V. Activity Schedule

TERMS of REFERENCE

Selection of Free Diagnostic Service Providers in 95 District Hospitals and 822 CHCs of Uttar Pradesh

1. Background

The Free Diagnostics initiative is being rolled out under National Health Mission to ensure comprehensive evidence based healthcare at public health facilities and reducing out of pocket expenditure of general public. Through UPHSSP, State of Uttar Pradesh has already set up collection centers based on PPP model in 49 District Hospitals. These collection centers are enabled through robust performance monitoring framework through Patient Diagnostic Information System (PDIS). It is proposed to deploy similar model of collection centers to extend diagnostic services to the rest of 95 District Hospitals and 822 CHCs in the state.

2. Objectives

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

1. Provide high end laboratory diagnostic services which are currently not being offered, by relying on the expertise of the private sector
2. Speedier diagnosis, reduced incidence of complications due to delays in diagnosis
3. Improved ability of the public health system to respond to health needs of the people
4. Increased confidence of the community in public health services and improved utilization
5. Increased access of people to improved quality of diagnostic services at affordable costs
6. Reduction in upstream treatment costs of complicated conditions resulting in financial savings to the government, which can be channeled to preventive healthcare
7. Mobilize private capital to speed up the delivery of infrastructure and services
8. Enable efficient use of diagnostic service by improving the identification of long-term risks and their allocation, while maintaining affordable tariffs
9. Provide higher quality of services
10. Access best practices
11. Enable regular maintenance and upgrades
12. The Service provider will invest the capital and ensure the maintenance of equipment

13. 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)

1. The service provider has to set-up and manage Collection Centers at CHCs and DHs. There will be 6 working days in a week. Beyond working hours, the service provide shall ensure collection of samples within 2 hours on call basis at DH. OPD working hours for:

- District Hospitals : 8am to 6pm
- CHCs:
 - Summer Time (1st April to 30 September) - 8 am to 2 pm.
 - Winter Time (1st October to 31st March) - 10 am to 4 pm.

Note - The timings may change at a subsequent date as decided by the authority.

2. The service provider shall perform all laboratory tests (included in Annexure A) and send/deliver the reports (duly signed by the M.D. (Pathology/ Microbiology / Clinical Pathologist) within Turn Around Time.

Type of Facility	No. of Tests	Sample Dispatch from District Head Quarter
District Hospital	64	<ul style="list-style-type: none"> • Twice daily at 12 noon and 4 pm • The samples collected between 4PM to 6PM at District Hospitals will be dispatched at 12PM on the following day
CHCs	25	<ul style="list-style-type: none"> • Once daily, 3 hours after closure of OPD at CHC • For districts having CHCs more than 100 Km from District Headquarter (Refer Annexure I), sample needs to be dispatched from District HQ within 4 hours of closure of OPD at CHC

3. The maximum waiting time for sample collection is 1 hour for individual patient. If the Contract Signing Authority assesses the average waiting to be more than 1 hour, it can direct the service provider to depute additional manpower to support the workload at collection center (to ensure the waiting time stays within 1 hour limit).

4. The testing labs must follow NABL standards and must have documented quality manual that is adhered to by the service provider.
5. The results of the samples duly signed by MD (Pathology/ Microbiology / Clinical Pathologist) of the respective diagnostic laboratory should be uploaded on designated website, as agreed with Authority.
6. The service provider will provide all the consumables, chemicals and reagents (of desired quality standards as per NABL requirements) required for sample collection and transportation.
7. Beyond working hours, the service provide shall ensure collection of samples within 2 hours on call basis only at DHs.
8. 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.
9. 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.
10. 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 CMO / CMS / SIC.
11. 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.
12. The soft copies of the laboratory investigation reports will be uploaded by Service Provider to the Software maintained by the Authority.
13. The soft copies of the Lab investigations reports relating to individual hospitals /CHCs should be maintained within their respective premises by the service provider.
14. The service provider will comply with all waste management procedures as mentioned in Bio-Medical Waste (Management and Handling) Rules 2016 and any amendments as and when happens in the Act should be compiled fully by the Service Provider
15. The Laboratory should have requisite hardware and licensed software for report generation, transmission, storage & archiving. It will be the responsibility of Service Provider to interface their Laboratory Information System (LIS) with Patient Diagnostic Information System (PDIS).

16. There should be a linkage between collection centers and the main laboratory where sample processing will be done. Daily report generation to be done through LIS and should reflect in PDIS.
17. The Service Provider's Lab software should be capable enough, that it should be able to integrate with UPHSSP designed PDIS portal
18. 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.uphssp.org>
19. The responsibility of integration and moving to cloud will be of the Service Provider.
20. The service provider should appoint skilled staff in collection centers (as included in Annexure B)
21. The service provider has to refurbish the space allocated in District Hospital / CHC premises for setting up collection center at its own expense.

4. Responsibility of the Contract Signing Authority

1. Building - A designated adequate space will be allocated to the service provider in District hospital / CHC premises by respective CMO / CMS / SIC for setting up the collection center
2. Water and Electricity Connection - CMO/CMS/SIC of respective District Hospital/ District shall provide the connections for basic utilities like electricity and water connection.
3. Ensure that the provided space for Collection Centre in the hospital /CHC should remain open during working hours as per District Hospital and Community Health Center timings.
4. 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.
5. CMO/CMS/SIC of respective District Hospital/ District has to share the doctor's prescription with the service provider for record purposes which will be scanned by the service provider and well documented for monitoring and audit purposes. The service provider is required to share scan copy of the prescription with the contract signing authority.

5. Commencement of Work

The Service Provider is required to start the commencement of the work within the following phases,

- Phase I (For 50% of entire DHs): 30 days from the date of award/communication of acceptance of the contract

- Phase II (For remaining 50% of DHs): Next 30 days from Phase I
- Phase III (For 100% of entire CHCs): Next 30 days from Phase II

In case it is found the work has not been taken up within the above mentioned phases the Authority will levy Liquidated Damages as per the contract and forfeit the performance security.

6. Guidelines for Operating Collection Centre

1. 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 centers.
2. All issues related to the operation of collection centers 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 center 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 center.
3. Laboratory shall document policies and procedures for proper hygiene, lighting, environmental conditions and privacy in its collection centers. It is the responsibility of the laboratory to ensure that its collection centers 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.
4. During the sample collection in collection centers, laboratory shall ensure the safety, comfort and privacy of the patients. Collection center shall ensure that the environmental conditions are maintained as required during the transportation of sample to avoid deterioration of sample.
5. Records of environmental conditions in the collection centers shall be maintained. Record of temperature and condition of the sample on receipt by the laboratory shall also be maintained.
6. 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.
7. Collection staff should observe universal precautions at all times (to wear gloves, lab coat & protective mask, etc.)

8. Approved receptacles for sharps and for contaminated waste should be available
9. Transport and disposal of waste is in accordance with regulatory requirements
10. 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.
11. The parcel/courier of infectious substances should be attached with a plastic envelope clearly identifying- 'Bio-hazardous diagnostic specimens'
12. 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 and should ensure proper storage of samples shall be as follows:

At each District Hospital:

- Refrigerator for storing samples
- One Desktop Computer with webcam, keyboard & mouse with functional internet connectivity
- One Laser Jet Printer cum Scanner cum photocopier
- One Centrifuge
- Hub Cutter
- Furniture as per sample collection requirements.

AT each CHC:

- Refrigerator for storing samples
- One Centrifuge
- Hub Cutter
- Furniture as per sample collection requirements.

13. The results of the samples duly signed by MD (Pathology/ Microbiology / Clinical Pathologist) of the respective diagnostic laboratory should be uploaded on designated website, as agreed with Authority.

Part III – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

Table of Clauses

1. General Provisions.....	60
1.1 Definitions.....	60
1.2 Applicable Law	62
1.3 Language.....	62
1.4 Notices	62
1.5 Location	62
1.6 Authorized Representatives.....	62
1.7 Inspection and Audit by the Employer	63
1.8 Taxes and Duties.....	63
2. Commencement, Completion, Modification, and Termination of Contract.....	63
2.1 Effectiveness of Contract.....	63
2.2 Commencement of Services.....	63
2.3 Intended Completion Date	63
2.4 Modification.....	63
2.5 Force Majeure	64
2.6 Termination.....	64
3. Obligations of the Service Provider	66
3.1 General.....	66
3.2 Conflict of Interests.....	67
3.3 Confidentiality.....	68
3.4 Insurance to be taken out by the Service Providers.....	68
3.5 Service Providers' Actions Requiring Employer's Prior Approval.....	68
3.6 Reporting Obligations	69
3.7 Documents Prepared by the Service Providers to Be the Property of the Employer	69
3.8 Liquidated Damages.....	69
3.9 Performance Security	70
4. Service Provider's Personnel	70
4.1 Description of Personnel.....	70
4.2 Removal and/or Replacement of Personnel.....	70
5. Obligations of the Employer	71
5.1 Assistance and Exemptions	71
5.2 Change in the Applicable Law.....	71
5.3 Services and Facilities.....	71

6. Payments to the Service Provider	71
6.1 Lump-Sum Remuneration	71
6.2 Contract Price	72
6.3 Payment for Additional Services, and Performance Incentive Compensation.....	72
6.4 Terms and Conditions of Payment.....	72
6.5 Interest on Delayed Payments	72
6.6 Price Adjustment.....	72
6.7 Dayworks	72
7. Quality Control.....	73
7.1 Identifying Defects.....	73
7.2 Correction of Defects, and	73
8. Settlement of Disputes.....	73
8.1 Amicable Settlement	73
8.2 Dispute Settlement.....	73
Performance Bank Guarantee (Unconditional).....	116
AFFIDAVIT	117

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.
- (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) “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 group of companies (maximum3) coming together as Consortium to implement the Project; "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 Annexure 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 Annexure 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 Employer The Service Provider shall permit the Employer to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Employer, if so required by the Employer.

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 Employer, 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:

- a. "Corrupt Practice" means the offering, giving receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the procurement process or the execution of a contract;
- b. "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- c. "Collusive Practices" means a scheme or arrangement between two or more Service Providers, with or without the knowledge of Authority, designed to influence the action of any party in the procurement process or execution of the contract; and
- d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of the contract.

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) 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 Interests

- 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 Conflicting Activities** Neither the Service Providers nor their Subservice providers nor the Personnel shall engage, either directly or indirectly, in 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 Annexure 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 Annexure C in the form, in the numbers, and within the periods set forth in the said Annexure.
- 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 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

- 3.8.3 Lack of performance penalty** 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 three 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 Annexure C. The Key Personnel and Subservice providers listed by title as well as by name in Annexure 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 Annexure 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

Annexure 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 NOT APPLICABLE

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.
- (d) 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.

Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is to be appointed
1.1(e)	As defined earlier
1.1(h)	The Employer is Mission Director, National Health Mission, Uttar Pradesh, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow 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 Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh.
1.1(m)	NOT APPLICABLE
1.1(p)	The Service Provider is a legal entity whose bid has been accepted by the Employer
1.2	The Applicable Law is: Indian Laws
1.3	The language is English
1.4	<p>Address:</p> <p>National Health Mission, Uttar Pradesh</p> <p>Mission Director, NHM-UP</p> <p>Vishal Complex, 19-A. Vidhan Sabha Marg</p> <p>Lucknow (Uttar Pradesh) India - 226001</p> <p>Phone: 0522 - 2237496, 2237522</p> <p>Fax: 0522 - 2237574, 2237390</p> <p>Website: http://upnrhm.gov.in</p> <p>Email: mdupnrhm@gmail.com</p> <p>OR</p> <p>Respective government hospitals</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p>

	Facsimile: _____
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: <u>Mission Director, National Health Mission, Uttar Pradesh</u> or his appointed nominated officer for the Contract Signing i.e- <u>Director General Medical Health, Department of Medical & Health Government of Uttar Pradesh</u></p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is Date of Signing of Contract.
2.2.2	<p>The Service Provider is required to start the commencement of the work within the following phases,</p> <ul style="list-style-type: none"> • Phase I (For 50% of entire DHs): 30 days from the date of award/communication of acceptance of the contract • Phase II (For remaining 50% of DHs): Next 30 days from Phase I • Phase III (For 100% of entire CHCs): Next 30 days from Phase II <p>In case it is found the work has not been taken up within the above mentioned phases the Authority will levy Liquidated Damages as per the contract and forfeit the performance security..</p>
2.3	<p>The period of contract will be for three years initially from the date of signing of the agreement and extendable 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 as mentioned in Terms of Reference.</p> <p>Renewal of contract will be decided by the Authority. The Authority may take the opinion from CMS / SIC / Director of hospitals, AD of the division, while deciding upon renewal of the contract.</p>
3.2.3	<p>Activities prohibited after termination of this contract are:</p> <ol style="list-style-type: none"> i. No document pertaining to the contract shall be used without the specific written concurrence of the contract signing authority.

	<ul style="list-style-type: none"> ii. LIS / MIS data of the patients should not be used for any purposes iii. Misleading information regarding affiliation of the bidder with the hospitals / GoUP
3.4	<p>The risks and coverage by insurance shall be: undertaken by the service provider</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle: Yes (ii) Third Party liability: Yes (iii) Employer's liability and workers' compensation: Yes (iv) Professional liability towards patients (one who has availed services of the service provider): Yes (v) Loss or damage to equipment and property of the hospital: Yes.
3.5 (d)	<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> <ul style="list-style-type: none"> i. Equipment / Furniture / Material to be taken back from the hospital
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are: Documents like reporting formats & 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>
3.8.1	<p>The liquidated damages rate is 2.5% per week of the minimum annual turnover as specified in BDS1.1. The liquidated damages are subject to a maximum of 10 % of the minimum annual turnover as specified in BDS1.1 The Liquidated Damages will become effective if the commencement of services is not completed as per phases mentioned in SCC 2.2.2</p>
3.9	<p>The performance security shall be in the form of Bank Guarantee <i>in favour of State Health Society, Uttar Pradesh, Lucknow</i> of scheduled bank for Amount of Performance Security for each cluster is indicated in Section II, BDS 1.1 valid for 30 days beyond the expiry date of the contract.</p>
5.1	<p>The assistance and exemptions provided to the Service Provider are: <i>As per Terms of Reference.</i></p>
6.1	<p>Not Applicable.</p>

6.2	The Contract Price is _____percentage discount on CGHS Delhi-NCR Circle, 2014 rates for NABL investigations as annexed to Annexure A. All payments will be made in Indian Rupees (INR)
6.3.1 & 6.3.2	Not Applicable
6.4	For Payment terms and conditions please refer BDS Clause 15
6.5	Interest on delayed payments @ 8% per annum
7.1 & 7.2	Quality Control will be managed through defined performance measures (TAT & EQA), as mentioned in BDS clause 15
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.

Annexure A: Indicative List of tests which are to be provided by the bidder at District Hospitals and Community Health Center

For District Hospital:

S.No.	Test Name	Maximum Turn Around Time (TAT)
1	Urine Creatinine	6hrs
2	S. LDL	6hrs
3	S. Triglyceride	6hrs
4	S. Total Protein [@]	6hrs
5	S. Albumin [@]	6hrs
6	Urine Pregnancy test	6hrs
7	Creatinine clearance	6hrs
8	Chloride	6hrs
9	Serum Phosphorus	6hrs
10	Total Iron Binding Capacity	6hrs
11	Serum Calcium -Ionic	6hrs
12	Serum Calcium -Total	6hrs
13	Blood Urea Nitrogen	6hrs
14	Serum Uric Acid	6hrs
15	Serum Creatinine	6hrs
16	Fibrinogen	6hrs
17	Serum amylase	6hrs
18	C.P.K.	6hrs
19	CK MB	6hrs
20	Serum Iron	6hrs
21	Hb A1 C	6hrs
22	S. LDH	6hrs
23	Troponin T	6hrs
24	Bence Jones protein	24hrs
25	24 hrs. urine for Proteins, Sodium, creatinine	24hrs
26	Urine-Microalbumin	6hrs
27	Fluid (CSF/ascitic/pleural) cell count & Biochemistry	8hrs
28	Peripheral Smear for Leukemia	24hrs
29	ANTINEUTROPHIL CYTOPLASMIC AB(ANCA) by IFA	48hrs

30	Packed Cell Volume(PCV)	6hrs
31	Reticulocyte count	6hrs
32	Total Serum IgA	48hrs
33	Total Serum IgM	48hrs
34	Total Serum IgG	48hrs
35	WBC cytochemistry for leukemia -Complete panel	72hrs
36	T4	24hrs
37	T3	24hrs
38	Serum Testosterone	48hrs
39	FT4	24hrs
40	TSH	24hrs
41	Insulin	48hrs
42	LH	48hrs
43	FSH	48hrs
44	Routine-H&E	7days
45	Prolactin	48hrs
46	Vaginal Smear Examination (PAP)	48hrs
47	Smear gram-stain examination	6hrs
48	Culture & Sensitivity -mycology	21days
49	ANTISTREPTOLYSIN O, SERUM, QUANTITATIVE	24hrs
50	Cysticercosis IgG	72hrs
51	HEPATITIS B SURFACE ANTIGEN, SERUM, ANTIGEN ELISA	24hrs
52	C.R.P Quantitative	6hrs
53	Rheumatoid Factor test -Qualitative	24hrs
54	Rheumatoid Factor test - Quantitative	24hrs
55	Blood Culture (Bactec)	5days
56	Histopathology- Biopsy and /Bone marrow aspiration Exfoliative cytology / cytopathology)	7days
57	Urine Culture	2days
58	RHO, Antibody titer	6hrs
59	HDL Cholesterol	6hrs
60	Serum Iron	6hrs
61	Vitamin B.12	6hrs
62	Folic Acid	6hrs
63	CD Count: CD3, CD4, CD8	24hrs

For Community Health Center (CHC):

S.No.	Test Name	Maximum Turn Around Time (TAT)
CLINICAL PATHOLOGY		
1	PT INR	6hrs
2	CBC	8hrs
3	Total Red Blood Cell Count	8hrs
4	Platelet count by cell counter	6hrs
5	Packed cell volume (PCV)	8hrs
BIOCHEMISTRY		
6	Blood sugar [@]	6hrs
7	Blood Urea	8hrs
8	S.Creatinine	8hrs
9	Total S.Bilirubin (D)	8hrs
11	SGOT	8hrs
12	SGPT	8hrs
13	S.Alkaline Phosphates	8hrs
14	S.Total Protein	8hrs
15	S.Albumin	8hrs
16	S.Total Cholesterol	8hrs
17	S.Triglyceride	8hrs
18	S.VLDL	8hrs
19	S.HDL	8hrs
20	S.Amylase	8hrs
21	T3	24hrs
22	T4	24hrs
23	TSH	24hrs
URINE		
23	Urine Sugar/ Albumin [@]	8hrs
24	Urine Pregnancy test (UPT) [@]	8hrs
25	Urine Microscopy	8hrs

Note: There will be a committee appointed by Authority which will periodically decide/change/review the list of test and revise the list of tests on mutual consent of the Service Provider and Authority

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

S.No.	Personnel	Qualifications	Remarks	
			For DHs	For CHCs
1	Lab Technicians	10+2 (Science) + [CMLT /DMLT/ BMLT Preferred]] with minimum 6 months of experience in sample collection	At least 2 persons should be present	At least 1 person should be present
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	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.	1 Territory manager should be present in each division ¹ to ensure smooth operations of collection centers.	

- 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

1: Division refers to Administrative Division as defined by Government of Uttar Pradesh

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 Mission Director, NHM (UP) / 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 / Mission Director, NHM (UP) / DGMH for monitoring of the contract & disease prevalence will be provided by the Service Provider.

Annexure D: Cluster Details

Cluster No.	Name of Division	District Name
1	Agra, Aligarh, Jhansi, Kanpur	Agra
		Aligarh
		Auraiya
		Etah
		Etawah
		Farrukhabad
		Firozabad
		Hathras
		Jalaun
		Jhansi
		Kannauj
		Kanpur Dehat
		Kanpur Nagar
		Kasganj
		Lalitpur
Mainpuri		
Mathura		
2	Saharanpur, Meerut, Moradabad, Bareilly	Amroha
		Badaun
		Baghpat
		Bareilly
		Bijnor
		Bulandshahar
		Gautam Budha Nagar (Noida)
		Ghaziabad
		Hapur
		Meerut
		Moradabad
		Muzaffarnagar
		Pilibhit
		Rampur
		Saharanpur
Sambhal		
Shahjahanpur		
Shamli		
3	Varanasi, Mirzapur, Chitrakoot (Banda), Allahabad	Allahabad
		Banda
		Bhadohi
		Chandauli
		Chitrakoot
Fatehpur		

		Ghazipur
		Hamirpur
		Jaunpur
		Kaushambi
		Mahoba
		Mirzapur
		Pratapgarh
		Sonebhadra
		Varanasi
4	Basti, Gorakhpur, Faizabad, Azamgarh	Ambedkar Nagar
		Amethi
		Azamgarh
		Ballia
		Barabanki
		Basti
		Deoria
		Faizabad
		Gorakhpur
		Kushinagar
		Maharajganj
		Mau
		Sant Kabir Nagar
		Siddharthnagar
		Sultanpur
5	Lucknow, Devi Patan (Gonda)	Bahraich
		Balrampur
		Gonda
		Hardoi
		Lakhimpur Kheri
		Lucknow
		Raebareli
		Shravasti
		Sitapur
		Unnao

Annexure E: Details for District Hospitals

Cluster Number	Name of District	Name of Hospital	No. of Outpatients (2015)	No. of Inpatients (2015)
1	Aligarh	CMS district female	118,239	25,158
	Auraiya	CMS Combined Hospital	146,412	6,726
	Etah	CMS district female	66,907	7,682
	Etawah	CMS district female	301,217	9,295
	Etawah	Medical Care Unit	5,843	-
	Farrukhabad	CMS district male	54,975	14,526
	Farrukhabad	CMS district female	206,463	8,350
	Firozabad	CMS district female	247,428	13,415
	Firozabad	CMS district combined (Shikohabad)	128,872	18,794
	Hathras	CMS district female	54,940	13,394
	Hathras	CMS district male	261,285	8,562
	Jalaun	CMS district male	74,189	10,394

Cluster Number	Name of District	Name of Hospital	No. of Outpatients (2015)	No. of Inpatients (2015)
	Jalaun	CMS district female	467,161	22,296
	Jhansi	CMS district female	67,044	8,173
	Kanpur Dehat	CMS district female	47,615	14,388
	Kanpur Dehat	CMS district male	216,766	7,901
	Kanpur Nagar	KPM Hospital	143,226	2,852
	Kanpur Nagar	Man. Kansiram Combined Hospital	263,728	6,709
	Lalitpur	CMS district male	60,726	18,243
	Lalitpur	CMS district female	426,392	28,489
	Mainpuri	CMS district female	68,267	14,022
	Mathura	CMS district female	55,515	12,479
	Mathura	CMS district male	397,881	9,504
2	Amroha	CMS Combined Hospital	224,688	8,202
	Badaun	CMS district female	94,421	-

Cluster Number	Name of District	Name of Hospital	No. of Outpatients (2015)	No. of Inpatients (2015)
	Baghpat	CMS Combined Hospital	194,709	5,521
	Bareilly	CMS district female	493,264	15,259
	Bijnor	CMS district male	84,493	11,215
	Bijnor	CMS district female	417,159	11,629
	Bulandshah ar	CMS district female	137,966	4,514
	Bulandshah ar	CMS district male	115,442	23,517
	Bulandshah ar	CMS Combined Hospital- Sikanderabad	473,910	15,998
	Bulandshah ar	SSMJ HOSP. Khurja	144,835	6,790
	Ghaziabad	CMS district female	192,225	10,639
	Ghaziabad	CMS Combined Hospital- Sanjay nagar	99,951	31,696
	Ghaziabad	CMS district male	452,772	14,420
	Moradabad	CMS district female	64,974	20,195
	Muzzaffarna gar	CMS district male	425,470	45,344

Cluster Number	Name of District	Name of Hospital	No. of Outpatients (2015)	No. of Inpatients (2015)
	Pilibhit	CMS district female	99,804	8,510
	Pilibhit	CMS district male	309,536	34,993
	Rampur	CMS district female	61,571	12,548
	Shahjahanpur	CMS district male	100,007	9,366
	Shahjahanpur	CMS district female	356,398	23,595
3	Allahabad	M.L.N. Hospital	484,090	10,056
	Banda	CMS district female	43,498	9,906
	Bhadohi	MCS Hospital	165,576	8,303
	Bhadohi	MBS Hospital	245,528	11,308
	Chandauli	CMS Combined Hospital Chakiya	219,691	7,698
	Chandauli	CMS Combined Hospital	94,677	7,045
	Chitrakoot	CMS Combined Hospital	131,985	8,997
	Fatehpur	CMS district female	72,838	12,447

Cluster Number	Name of District	Name of Hospital	No. of Outpatients (2015)	No. of Inpatients (2015)
	Ghazipur	CMS district female	52,578	10,541
	Ghazipur	CMS district male	276,081	16,087
	Hamirpur	CMS district female	52,033	21,809
	Jaunpur	CMS district female	56,990	10,068
	Kaushambi	CMS Combined Hospital	197,196	10,750
	Mahoba	CMS district female	41,575	14,262
	Mahoba	CMS district male	304,576	23,481
	Mirzapur	CMS district female	90,626	28,892
	Pratapgarh	CMS district female	190,470	45,074
	Pratapgarh	CMS district male	576,373	44,622
	Sonebhadra	CMS Combined Hospital	197,001	9,016
	Varanasi	CMS district female	106,122	12,884
	Varanasi	LBS Ramnagar	263,845	13,728

Cluster Number	Name of District	Name of Hospital	No. of Outpatients (2015)	No. of Inpatients (2015)
	Varanasi	CMS district male	241,732	8,722
4	Ballia	CMS district male	76,891	10,287
	Ballia	CMS district female	454,364	25,273
	Barabanki	CMS district female	56,503	9,786
	Barabanki	CMS district male	480,163	17,282
	Basti	CMS district male	101,726	21,337
	Basti	CMS district female	285,418	36,674
	Deoria	CMS district female	51,078	9,999
	Deoria	CMS district male	272,437	26,112
	Faizabad	CMS district female	72,142	11,284
	Gorakhpur	CMS district female	109,988	15,924
	Maharajganj	CMS Combined Hospital	229,136	19,416
	Mau	CMS district male	21,679	1,836

Cluster Number	Name of District	Name of Hospital	No. of Outpatients (2015)	No. of Inpatients (2015)
	Mau	CMS district female	217,192	7,067
	Sant Kabir Nagar	CMS Combined Hospital	269,944	5,558
	Siddharthnagar	CMS Combined Hospital	203,690	16,922
	Sultanpur	CMS district female	56,185	13,951
5	Bahraich	CMS district female	114,984	27,055
	Balrampur	CMS Combined Hospital	81,411	1,312
	Balrampur	CMS district male	33,954	4,302
	Balrampur	CMS district female	150,116	5,128
	Gonda	CMS district female	182,955	27,182
	Hardoi	CMS district male	70,283	22,317
	Lakhimpur Kheri	CMS district male	313,829	21,651
	Lakhimpur Kheri	CMS district female	120,973	24,203
	Lucknow	BRD Hospital	122,818	1,496

Cluster Number	Name of District	Name of Hospital	No. of Outpatients (2015)	No. of Inpatients (2015)
	Raebareli	CMS district male	123,824	21,241
	Shravasti	CMS Combined Hospital	96,391	6,462
	Sitapur	CMS district male	492,952	23,425
	Sitapur	CMS district female	135,701	68,953
	Unnao	CMS district male	74,386	17,883

Annexure F: Details of CHCs

Cluster 01

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
Agra	Akola	20	39813	5144	85
	Awalkhera	25	35706	2451	
	Bah	75	60543	5896	
	Baroli Ahir	70	11423	993	
	Bateshwar	15	58587	6284	
	Bichpuri	16	49611	9695	
	Etmadpur	25	60806	7097	
	Fatehabad	35	48161	6545	
	Fatehpur Sikri	40	36731	7503	
	Jagner	70	28506	9508	
	Jaitpur Kalan	85	30978	5446	
	Kheragarh	40	63966	7678	
	kirowali	27	43908	3803	
	Pinahat	55	32917	7505	
	Saiyan	25	55746	6724	
Shamshabad	25	79810	6080		
Aligarh	Aakrabad	25	133813	12826	55
	Atrauli	20	108391	3952	
	Bijoli	12	72565	6470	
	Chandos	55	58405	4490	
	Chharra	32	48283	7831	
	Gabhana	7	34990	81	
	Gonda				
	Harduaganj				
	Ihaglash	22	56415	4465	
	Jawan	23	78096	4342	
	Khair	16	38456	1138	
	Lodha	29	28232	1221	
	Tappal	37	0	0	
Auraiya	Achhalda	15	28093	1068	32
	Airwakatra	27	67676	2363	
	Ajitmal	25	20034	1048	
	Ayana	32	10734	149	
	Bidhuna	12	14529	937	
	Dibiyapur	12	10690	1140	
	Sahar	20	38069	1885	
Etah	Aliganj	48	28739	3243	60

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	BPHC Awagarh	37	22030	2095	
	BPHC Jaithra	22	25987	2203	
	Jalesar	24	37139	4396	
	Marhara	60	36096	2817	
	Nidholiklan	22	70358	3847	
	PHC Khadoli	28	58656	2190	
	PHC Sakeet	22	39351	2574	
Etawah	Basrehar	25	112139	7237	50
	Bharthana	25	74911	6376	
	Jaswant Nagar	15	80661	3604	
	Mahewa	45	90414	6395	
	Pal Patti Rajpur	50	708076	2745	
	Saifai	25	46463	2277	
	Sarsai Nawar	25	71952	3609	
Udi	26	65384	4979		
Farrukhabad	Baraun	55	68007	3940	60
	Kamalganj	35	56001	3473	
	Kayamganj	12	85849	2853	
	Mohamdabad	15	42702	1621	
	Nawabganj	20	41803	5090	
	Rajepur	60	64260	2661	
	Shamshabad	27	38764	3184	
Firozabad	Arovn	53	84390	2721	53
	Deedmai				
	Dhanpura				
	Eka				
	Jasrana				
	Jatau				
	Khairgarh	30	71870	3393	
	Sirsaganj	34	107431	3742	
	Tundla	11	105678	3104	
Hathras	Hasayan	12	50502	2815	70
	Maho	18	147548	4881	
	Mursan	29	533664	2821	
	Sadabad	21	87397	2648	
	Sasni	70	130041	7295	
	Sehpau	48	54714	2177	
	Sikandra rao	15	57663	2574	
Jalaun	BCHC Dakor	20	51887	2481	42
	BPHC Kuthound	36	67556	2356	

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	Jalaun				
	Kadaura				
	Kalpi	38	52143	2013	
	Konch	40	65741	305	
	Madhogarh	25	75213	214	
	Nadigaon	18	57451	223	
	Rampura	42	4307	250	
Jhansi	BPHC BAMAUR	28	54213	201	55
	BPHC CHIRGAON	35	3269	88	
	CHC BABINA	45	5297	456	
	CHC BADAGAON	32	5012	105	
	CHC BANGRA	3	5214	201	
	CHC GURSARAI	55	4505	270	
	CHC MAURANIPUR	40	7729	269	
	CHC MOTH	22	6012	233	
Kannauj	Chhibramau				56
	Gugrapur	16	7045	113	
	Haseran	46	21541	207	
	Jalalabad	45	51243	2141	
	Kannauj				
	Saurikh	35	25412	2012	
	Talgram	7	57845	2315	
	Tirwa	56	32511	213	
Kanpur Dehat	Akbarpur				48
	Derapur	26	3847	639	
	Devipurva	29	22612	217	
	Gajner	36	85834	771	
	Jhhinjhhak	48	116830	887	
	Pukhraya	45	98343	958	
	Rasoolabad	23	25413	432	
	Salempur	12	14337	45	
	Sandalpur Havaspur	45	12463	319	
	Shivli	40	35380	1243	
Kanpur Nagar	Bhiteergaon	42	37893	1062	42
	Bilhaur				
	Chaubepur				
	Ghatampur				

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	Kakwan	25	47905	402	
	Kalyanpur				
	Patara	36	33979	0	
	Sarsaul	22	80248	11273	
	Shivrajpur	22	40238	5031	
	Vidhunu	42	75070	10905	
Kasganj	Ganjdundwara	10	51704	7237	35
	Kasganj				
	Patiyali				
	PHC Amapur				
	PHC Sidhpura	35	37546	4193	
	Sahawar				
Lalitpur	Soron	20	99825	3544	55
	BPHC Jakhora	25	87782	1915	
	CHC Bar	42	79304	2874	
	CHC Madawara	35	77299	3378	
	CHC Mehroni	55	60718	5162	
	CHC Talbehat	45	81117	4196	
Mainpuri	PHC Birdha	15	84496	2539	70
	Barnahal	30	86896	3885	
	Bewar	55	78194	3859	
	Bhongaon	40	52235	2922	
	Gighor	55	61884	3776	
	Jageer	50	77710	5365	
	Karhal	45	71813	3914	
	Kishni	70	76838	3434	
Mathura	Kuchela	35	88836	3433	55
	Kurawali	28	17585	92	
	Baldeb	20	86699	3863	
	Barsana				
	Chaumuha				
	Chhata	30	76859	3625	
	Farah	35	93435	3968	
	Gobardhan	45	63297	2760	
	Mant	12	35178	4155	
	Nauhjheel	40	22207	1047	
	Sonai	55	46966	2291	
	Vrandaban				

Cluster 02

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
Amroha	Amroha	20	29856	1539	70
	Dhanaura				
	Gajraula				
	Hasanpur				
	Joya	70	61896	2981	
	Rehra				
Badaun	Asafpur	30	79774	4813	50
	Bilsi	15	60958	8882	
	Binawar	35	56593	5387	
	Bisoli	27	47496	2320	
	Dataganj	20	18741	940	
	Jagat	40	54261	503	
	Sahaswan	35	75421	323	
	Ujhani				
	BPHC Dahgavan	15	7426	223	
	BPHC Islamnagar	30	69456	6826	
	BPHC Samrara	23			
	Kakarkaln	25	110378	4295	
	Qaderchowk	10			
	Usawan	50	62814	2206	
	Vajirganj	28	36602	1757	
Baghpat	CHC Baghpat	45	31223	1964	60
	CHC Baraut	60	114726	7064	
	CHC Binauli	55	70957	3954	
	CHC Chapprauli	35	80961	2960	
	CHC Khekra	22	69069	6183	
	CHC Pilana	25	51962	3085	
Bareilly	BPHC Fatehganj				53
	BPHC Virthichainpur				
	CHC Aavla				
	CHC Bahedi				
	CHC Bhamora	42	107876	2684	
	CHC Faridpur	53	56770	2428	
	CHC Kyoladiya	30	75585	6912	
	CHC Meerganj	20	54238	5257	
	CHC Nawabganj	40	61215	7295	
	CHC Riiksha	30	63432	7269	
	PHC Bhojipura	15	37300	350	
	PHC Kuandanda	22	48667	3378	

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	PHC Kyara	45	47592	2909	
	PHC PHC Maghgawan	17	116196	5237	
	PHC Shergarh	12	35140	2254	
Bijnor	CHC Dhampur				60
	CHC Haldour	10	22561	257	
	CHC Kiratpur				
	CHC Najibabad				
	CHC Noorpur	38	52063	4654	
	CHC Seohara	25	75421	3012	
	Afjalgarh	60	65214	3212	
	Chandpur Syau	40	56472	5421	
	Madavar	39	57669	4882	
	Nagina	25	45543	3776	
Nathor	42	71541	4213		
Bulandshahar	Agota	12	27536	1687	68
	Anoopshahr	15	49483	4421	
	BB Nagar	45	35318	3640	
	BPHC Bair	43	12171	0	
	CHCs Muni	35	32389	bina	
	Danpur	68	30472	2558	
	Dharpa				
	Dibai				
	Gulawathi	35	46436	4441	
	Jahangirabad	40	213238	9656	
	Lakhawati	61	69755	1891	
	Pahasu	38	113565	3834	
	PHC Malagarh	30	91458	2659	
	Shikarpur				
	Syana	20	52030	3357	
Unchagaon	15	26517	1176		
Gautam Budha Nagar (Noida)	CHC Badalpur	64	13611	17	64
	CHC Dadari	29	62583	2823	
	CHC Dadha Kasna	52	64015	2096	
	CHC Jewar	7	26742	862	
Ghaziabad	CHC Dasna	26	35880	3982	50
	CHC Loni	12	39822	2497	
	CHC Muradnagar	16	53462	1414	
	PHC Bhojpur	50	43479	4768	
Hapur	Dhaulana	36	64373	4646	54
	Garh/Mukteshwar	54	30494	1543	

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	Hapur	28	60254	2500	
	PHC Simbhawali	28	21956	1776	
Meerut	Bhoodbaral	35	35214	2154	56
	CHC Panchlikhurd				
	Daurala				
	Hastinapur				
	Kharkhoda	52	55106	1852	
	Marchra	30	92043	6513	
	Mawana Kalan	56	63099	5936	
	Parikshit Garh	12	31588	1136	
	Rajpura/Bhawanpur	12	48853	2873	
	Rohta	30	41205	4216	
	Sardhana	32	57444	3228	
Sarurpur Khurd		54215	3321		
Moradabad	BILARI	32	53682	3795	32
	BHOJPUR				
	BPHC KUNDERKI				
	BPHC Tajpur				
	DILARI				
	KANTH				
	MUDAPANDEY	0	82393	3984	
THAKURDWARA	25	81018	6187		
Muzaffarnagar	BPHC Baghra	32	77549	5881	32
	BPHC Morna	30	64939	2615	
	Charthawal	15	39322	3395	
	Floda	30	24456	1749	
	Gadhi navabad				
	Jansath	25	32569	3151	
	Khatauli	15	32976	3320	
	Meghakheri	14	61897	4121	
	Shahpur	12.5	60731	3557	
Pilibhit	Amariya	51	43017	4565	66
	Bilsanda	39	49805	1623	
	Bisalpur	38	52143	4121	
	BPHC Barkheda	58	52415	3512	
	Jahanabad	66	60711	4121	
	Nuriya	24	23805	1540	
	Puranpur	14	34169	1296	
Rampur	BPHC Chamrauva				45
	BPHC Saidnagar			1296	
	CHC Bilaspur	37	138112	6745	

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	CHC Milak	32	118972	4513	
	CHC Shahabd	38	49253	3021	
	CHC Swar	45	96317	9516	
Saharanpur	Behat				59
	BPHC Nagal	59	56709	4371	
	Deoband				
	Gangoh				
	Muzaffarabad	46	47943	4337	
	Nakur	30	105228	7588	
	Nanota	55	47348	4351	
	Punwarka	35	40659	7640	
	Rampur Maniharan	15	95662	4875	
	Sarsawa	7	125752	8647	
	Sunehati Khand	25	41652	2146	
Sambhal	Asmoli, Manota	25	84124	9816	82
	Bahjoi	30	29442	2982	
	BPHC Sambhal				
	Chandausi	27	23813	1846	
	Gunnour	82	69608		
	Junawai	40	16573	1285	
	Pawasan	65	23782	4256	
	Rajpura	22	60579	4085	
Shahjahanpur	BPHC Kalan	15	98182	7304	65
	BPHC Khutar	35	65726	4092	
	BPHC Mirjapur	24	59637	24	
	CHC Alhaganj	40	84678	5182	
	CHC Banda	42	53217	3517	
	CHC Bhavalkheda	52	23886	2443	
	CHC Dadrol	15	39428	407	
	CHC Jaitipur	18	36207	2737	
	CHC Jalalabad	15	46214	3522	
	CHC Kanth	65	68677	2401	
	CHC Madanapur	40	46888	3502	
	CHC Meranpur katra	40	25225	516	
	CHC Nigohi	6	48705	1155	
	CHC Powaya	34	49346	2761	
	CHC Sindholi	45	25452	211	
CHC Tilhar	35	56211	195		
Shamli	CHC Jhijnhana	50	35216	1524	58
	CHC Kairana	28	53827	3546	
	CHC Kandhla	58	50893	2189	

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	CHC Shamli	28	48966	2946	
	CHC Thanabhawan	30	50915	4440	

Cluster 03

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
Allahabad	BPHC Holagadh	40	12564	890	68
	CHC chaka	4	56791	1085	
	CHC Dhanupur	35	15241	365	
	CHC handia	42	28183	966	
	CHC Jasra	21	54582	600	
	CHC Karchana	68	45413	1617	
	CHC kaudihar	35	80764	2027	
	CHC Koraon	65	50276	4151	
	CHC Kotwa	18	46108	748	
	CHC Koundhiara	14	40498	853	
	CHC Manda	22	36850	3720	
	CHC Meja	20	35873	1412	
	CHC Phoolphur	24	37638	1132	
	CHC Pratappur	35	91034	3997	
	CHC RamNagar	26	62488	2480	
	CHC Sadabad	22	54921	2419	
	CHC shankargarh	29	27357	1964	
	CHC Soran	44	64177	2718	
	CHCs Melha	27	53566	2610	
Harakhpur					
Banda	BPHC Joir	26	40462	2604	50
	BPHC Tendvari	50	87450	26899	
	CHC Atarra	36	77094	41235	
	CHC, Baberu	26	67712	3876	
	CHC, Jaspura		87861	43923	
	CHC, Naraini	45	74010	26336	
	PCH, Kamasin	0	108708	4690	
	PHC Bisanda	25	92049	4698	
	Shyoda	40	49037	3784	
Bhadohi	Abhaul	37	68908	4463	55
	Aurai	40	143224	3530	
	Bhadohi	10	82682	3022	
	Deegh	27	117778	2946	

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	Gopiganj	22	135875	3893	
	Suriynwa	55	63318	2770	
Chandauli	Bhongwara	15	23752	1186	50
	BPHC Barhani	11	55799	3084	
	BPHC Chahaniya	50	68625	350	
	BPHC Chandauli	35	60139	4192	
	BPHC Sahabganj	45	77698	1627	
	CHC Chakiya	50	93698	7266	
	Dhanapur	43	77924	1616	
	Naugarh	15	123474	4622	
	Sakaldeeha	15	56805	554	
Chitrakoot	Manikpur	30	51483	1152	50
	Mau	27	26825	6598	
	Pahari	30	124446	8147	
	Rampur	50	59449	994	
	Shivrampur	32	59007	1311	
Fatehpur	Amauli	50	45855	1684	58
	Bindki	40	53256	2203	
	BPHC Dhata	14	59001	1618	
	BPHC Hasava	58	44740	2684	
	BPHC Khajuaa	32	26632	2066	
	BPHC Teliyani	24	50557	1087	
	CHC Asodhar	27	61873	5067	
	CHC Gazipur	4	61200	3091	
	CHC Hardoli	32	152736	4367	
	Hathgam	22	27694	2068	
	Husainganj	35	57431	1301	
	Jahanabad	25	16555	718	
	Khakhareru	17	18453	1015	
Ghazipur	Barachavar	58	51104	2854	72
	Bhadaura	45	58421	2131	
	Birno	35	75421	956	
	BPHC Mardah	36	42585	2494	
	Devkali				
	Gondour	70	27988	731	
	Jakahania	50	65925	2731	
	Karnda	22	46953	1570	
	Kasimabad	41	17734	2816	
	Manihari	72	43925	1519	
	Mohammadabad	42	20485	1540	
	Revtipur	28	55698	3830	

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	Sadat	27	39757	16994	
	Saidpur	43	44694	1383	
	Subhakarapur				
	Zamania	18	50509	2012	
Hamirpur	BPHC Gohand	10	77177	912	65
	CHC Kurara	12	57575	3510	
	CHC Maudaha	23	60858	2003	
	CHC Muskara	36	79483	3248	
	CHC Sarila	65	38720	5330	
	Chhani	45	77282	4340	
	Nauranga	27	27304	2274	
	Rath	14	63379	1871	
Jaunpur	BPHC Karanjakalan	35	47784	1120	55
	CHC Badlapur	55	47420	1816	
	CHC Barsathi				
	CHC Dobhi				
	CHC Gaurabadshahpur				
	CHC Kerakat	32	27991	745	
	CHC Khuthan	30	113999	8862	
	CHC Machhali Shahar	45	70548	652	
	CHC Maharajganj	30	9063	0	
	CHC Muftiganj	35	70512	5771	
	CHC Mungrabadshahpur	45	98548	6123	
	CHC Navpedwa	40	79546	3564	
	CHC Ram Nagar	30	56273	3192	
	CHC Rampur	28	120237	5509	
	CHC Rehti	30	54687	5243	
	CHC Sathariya	11	87521	2315	
	CHC Shahganj	18	75121	2142	
	CHC Sikrara	28	32708	2303	
	CHC Sirkoni nehru n	18	52642	3214	
	CHC Suithakala	28	67542	2014	
CHC Sujanganj	16	102272	8403		
Kaushambi	BPHC Majhhanpur	26	20251	0	65
	CHC Chayal	23	151030	5526	
	CHC ismailpur	40	69660	2223	
	CHC Kanaili	65	57137	1836	
	CHC Sarai Akil	40	59001	2844	
	CHC Sirathu	55	54425	2075	
	PHC Mooratganj	18	108749	3436	

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	PHC Sarawan	40	111647	5130	
Mahoba	CHC Charkhari	22	74585	1081	35
	CHC Kabrai	32	51281	1106	
	CHC Panwari				
	Kulpahad	35	53458	152	
Mirzapur	Chilh	45	8890	77	60
	Chunar	41	42568	105	
	Galra	35	62541	115	
	Jamalpur				
	kachanwa	60	14496	69	
	Lalganj	25	0	0	
	Madiyan				
	Pndri	25	14082	0	
	Rajgarh	40	88404	2516	
	Seekhad	47	57560	2793	
	Vidhyanchal	51	52364	1358	
	Vijaypur	34	70712	2688	
Pratapgarh	Ajgara	18	70403	2570	50
	Amargarh	25	27970	2306	
	Belakharnath dham	45	81654	f	
	Bhaghrai	17	21686	586	
	Gaura	19	26413	4875	
	Kalakakar	17	68302	1886	
	Kohdor	45	53507	1402	
	Kunda		32516	1305	
	Lal ganj	33	77046	7180	
	Maheshganj	35	28512	1685	
	Parvatpur	30	94085	3772	
	Patti	37	63553	3630	
	Raniganj	35	80426	3499	
	Sandwa chandrika	22	55977	4185	
	Sangipur	3	70536	0	
	Sangramgarh	30	65682	3112	
Sukhpalnagar	50	32680	2253		
Sonebhadra	Babhani	45	67396	3590	85
	BPHc Chatra	85	92989	3293	
	BPHC Kakrahi	45	75624	2141	
	Chopan	40	68948	2777	
	Duddhi	23	50787	2037	
	Ghorawal	62	34569	1434	
	Myorpur	58	70461	3454	

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	Nagawa	54	54941	3158	
Varanasi	Arajiline(jakhani)	68	49771	1779	104
	Cholapur	40	89907	3580	
	Gangapur Mangari	23	96865	3777	
	Hathi Bazar	28	57440	2589	
	Mishirpur	52	34330	2290	
	Narpatpur	12	11930	583	
	Puwarikala	28	141092	10770	
	Viravcoot	104	58768	3589	

Cluster 04

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
Ambedkar Nagar	Aalapur	16	28343	1264	68
	Akbarpur	68	17236	1602	
	Baskhari	30	36241	2573	
	Bhiti	66	64524	6673	
	Bhiyaon	68	140557	13526	
	Jahangeerganj	55	88881	5348	
	Jalalpur	40	69848	2994	
	Katehri	42	65293	2551	
Tanda	65	32134	3575		
Amethi	Amethi	35	51095	2897	50
	Bazarshukul	25	41626	3593	
	Bhadar	30	35250	2731	
	Bhetua	25	9923	1205	
	BPHC Deeh	20	51302	6071	
	Fursatganj	30	17147	2419	
	Gauriganj	45	16605	1297	
	Jagdishpur	40	26595	2488	
	Jamon	25	42564	2862	
	Musafirkhana	50	56583	5374	
	Nasirabad	25	28290	2521	
	Salon	20	30588	3282	
	Sangrampur	40	8669	1242	
	Shahgarh	20	15632	1357	
Singhpur	35	30062	2811		
Tiloi	30	28312	2708		
Azamgarh	CHC Mubarakpur	30	23703	2380	55

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	CHC Ahiraula	30	36126	803	
	CHC Atrauliya	15	10651	823	
	CHC Bardah	20	2493	185	
	CHC Bilariyaganj	32	6540	213	
	CHC Harriya	25	8873	406	
	CHC Jigni	45	14352	1003	
	CHC Jiyanpur	30	3647	187	
	CHC Koilsa	20	12320	360	
	CHC Lalganj	15	39667	3622	
	CHC Mehnajpur	50	72414	4268	
	CHC Mizapur	2	53714	219	
	CHC Palhini	20	12518	2717	
	CHC Pawai	20	22572	1153	
	CHC Phoolpur	30	38518	2742	
	CHC Prsurampur	40	26739	1432	
	CHC Rani kaisray	25	46517	492	
	CHC Tahbarpur	10	106082	3025	
	Martinganj	25	48763	5282	
	Muhamadpur	35	58212	4330	
	PHC Kolhukhor	55	74481	8132	
Ballia	Basdeeh	70	40426	1892	70
	BPHC Baruvarbari	30	82665	3662	
	BPHC Kotva	30	108034	2409	
	BPHC Ratsad	40	46221	2563	
	BPHC Vaina	55	103925	6282	
	CHC Dubahar	45	54707	3872	
	CHC Jaiprakash nagar	5	71215	1510	
	CHC Khezuri	35	93279	6490	
	CHC Nagara	40	76213	5421	
	CHC Narhi	50	65706	3428	
	CHC Rasara	35	65430	8192	
	CHC Siar	35	59421	5784	
	CHC Sikandarpur	45	67412	3521	
	CHC Sonwani	55	65874	2541	
	Chilakhar	35	64573	3321	
	Maniyar	35	53787	2954	
Revti	17	63588	2423		
Barabanki	Badagawn	20	42754	1051	77
	Dewa	15	61350	4705	
	Fatehpur	28	50807	6837	
	Ghunghtair	23	52461	2013	

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	Haidargarh	45	69356	3639	
	Jata Barauli	52	54997	3560	
	Kasab Kothi	40	156327	3599	
	Marthura nagar	23	75123	2145	
	R S Ghat	32	124639	10039	
	Ramnagar	55	67877	3774	
	Sahadatganj	55	120031	2627	
	Satrikh nagar	35	76902	2592	
	Sirauli Gauspur	67	29376	5040	
	Suratganj	77	80453	4015	
	Tikaitnagar	40	48390	6525	
	Trivediganj	12	63639	1220	
Basti	Bhanpur				80
	BPHC Bahadurpur	25	72297	3248	
	BPHC Dubaulia	18	91275	3575	
	BPHC Kaptanganj	55	60516	9393	
	BPHC Kudraha	45	48700	2207	
	BPHC Saltoa	65	99026	9906	
	Gaur	80	110270	6230	
	Harraiya	42	54342	7979	
	Marwatiya	16	60764	4351	
	Munderva	16	98634	4297	
	Parasrampur	33	67765	6525	
	Rudhauri	47	68622	7056	
	Saughat	60	109825	10570	
Vikramjot	78	73954	3190		
Deoria	Barhaj	40	58180	4393	41
	Bhaluani	18	68584	3360	
	Bhatni				
	Bhurwar (Banakta)	5	87894	2962	
	Gauri Bazar	10	101703	5585	
	Jasui	32	78108	4102	
	Lar	41	112057	6888	
	Lilapur	32	150247	7732	
	Majhgawan	22	64026	3063	
	Parsiya chandor	28	104233	5850	
	Pathedewa	34	111945	7236	
	Pipradola kadam	32	83842	3872	
	Rudrapur	22	29816	2933	
	Salempur	21	35913	2027	
Sidhya	12	30496	4815		

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	Tarkulwa	24	45309	4091	
Faizabad	BPHC Harigantanganj	35	80040	3271	48
	BPHC Masodha	48	47078	1905	
	CHC BIKAPUR	36	44474	3191	
	CHC KHANDASA	47	26250	1794	
	CHC MAWAI	14	38242	6644	
	CHC Maya Bazar	35	52983	6334	
	CHC MILKIPUR	21	37499	6655	
	CHC PURA BAZAR	35	55121	4952	
	CHC RUDOULI	16	22876	1457	
	CHC SOHAWAL	9	36093	612	
	CHC TARUN	25	23847	1144	
Gorakhpur	Badhhalganj	30	36807	3734	90
	Bansgaon	35	61277	1210	
	Barahi	65	33744	4624	
	Basudiha	35	64101	2085	
	Belaghat	45	32238	1668	
	BPHC Bhathat	50	42939	1204	
	BPHC Chargava	40	77115	6450	
	BPHC Piproli	45	21184	1894	
	BPHC Urva	70	82449	2360	
	Caimpiarganj	90	23250	6484	
	Chauri Chaura	45	22662	1970	
	Gangah	40	47817	2266	
	Gola	45	32154	5214	
	Harnahi	45	31605	3327	
	Jangal Kauriya	30	37874	2772	
	Pali	30	41510	1316	
	Pipraich	30	20428	1137	
	Sahjanwa	20	32154	2143	
	Shivpur	16	60242	2528	
	Kushinagar	Dudahi	28	52145	
Fazilnagar		60	52142	2145	
Hata		25	65241	2354	
Kaptanganj		50	72719	8056	
Kasia		35	59315	2029	
Khadda		65	52641	2541	
Kubernath		35	64944	5752	
Motichak		37	68468	4442	
Nebua Naurangia		35	46180	7038	
Ramkola		48	45214	6012	

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	Sevrahi	35	50104	7145	
	Sukrauli	45	45212	5214	
	Tamkuhi	55	64947	6327	
	Vishunpura	65	32514	2514	
Maharajganj	Brijmanganj	5	78477	4219	45
	Dhani	16	114802	8485	
	Farenda	25	52393	4363	
	Ghughali	35	55788	1865	
	Laxmipur	38	63749	3583	
	Maharajganj	22	31603	2200	
	Mithoura	35	103731	3779	
	Nichloul	45	57608	2881	
	Paniyara	22	94691	2780	
	Partawal	20	59851	3735	
	Ratanpur	22	106127	2811	
	Siswa	35	73420	4011	
Mau	BPHC Dohari ghat	40	55213	2850	50
	BPHC Pardaha	40	46153	3455	
	BPHC Ranipur	50	86946	3809	
	CHC Badgav				
	CHC Fatehpur Mandaw	28	92421	5286	
	CHC Ghosi	42	51548	22626	
	CHC Kopaganj				
	CHC Mohamdabad	40	58840	3374	
	Ratanpur				
Sant Kabir Nagar	BPHC Baghaulti				92
	Hasiar Bazar FRU CHC	19	167970	3855	
	Khalilabad FRU CHC	16	107550	6917	
	Mehdawal FRU CHC	92	107406	2234	
	Nath Nagar CHC	23	7295	264	
	Santha CHC	22	488831	4701	
	Semariyawan CHC	10	74902	9878	
Siddharthnagar	Bardpur	15	156404	6233	42
	Basantpur	30			
	Beva	15	97813	4265	
	BPHC Badhni	42	55681	716	
	BPHC Navgarh	22	55395	1566	
	Itwa	15	45522	1555	
	Jogiya	16	41472	1268	

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of Inpatients (2015)	Max Distance of a facility from District HQ (in KM)
	Khesraha	27	142034	3702	
	Latera	15	26898	730	
	Shoratgarh	35	76742	1725	
	Sirisiya	12	46285	664	
	Titoli	29	53010	1074	
	Uska bazar	30	110428	2558	
Sultanpur	Akhandnager	37	44773	2118	80
	Bhadeya	6	369523	4996	
	BPHC Baldirai	39	159095	4469	
	BPHC Karondikalan	22	162250	3612	
	BPHC Kurebhar				
	Dhanpatganj	21	8194	1336	
	Dostpur 4	17	64220	3118	
	Dubeypur	24	15722	1465	
	Jaisinghpur	10	15497	1906	
	Kadipur	15	24848	2702	
	Kudwar				
	Lambhua	80	60804	2835	
	Motigarapur	28	65511	3454	
	P.P.Kamicha	51	46753	2790	

Cluster 05

District Name	Name of Facilities	Approximate Distance from HQ (in KM)	No. of Outpatients (2015)	No. of inpatients (2015)	Max Distance of a facility from District HQ (in KM)
Bahraich	Charda	45	73646	3836	115
	Chireyathadh	12	79126	2499	
	Chittaura	30	60336	3088	
	Kaisarganj	35	72154	3123	
	Khairighat	40	65213	2514	
	Mahsi	30	28633	2291	
	Mhipurwa	45	52314	2514	
	Mustfabad				
	Nanpara				
	Pakharpur	43	45715	4463	
	Payagpur	25	34947	1775	
	Rampurva	80	62299	5707	
	Risiya	90	38995	1873	
	Vishesharganj	115	25431	2145	
Balrampur	Gaindas Bujurg	32	54236	2145	48

	CHC Pachapedwa				
	CHC Shivpura				
	CHC Shri Dattaganj	25	154302	8328	
	CHC Tulsipur	0	148529	7984	
	CHC Utraula	12	69428	3574	
	Nand Nagar	48	21636	8120	
	PHC Gainsari	20	205561	10180	
	Sadullapur	45	116305	9452	
Gonda	Babhanjhot	48	80996	9584	65
	Belsar	50	72666	6610	
	Chapiya	50	78567	1835	
	Haldharmau	18	64251	2134	
	Itiyathok	35	72145	2413	
	Kajidevar	35	91224	3616	
	Karnelganj	17	52143	1615	
	Katra Bazar	45	24474	745	
	Khargpur	50	44764	2442	
	Mankapur	45	124066	2336	
	Mujehana	25	34093	177	
	Nababganj	20	101882	3854	
	Pandari Kripal	65	91224	3616	
	Paraspur	3	88098	869	
	Tarabganj	35	37951	373	
	Wajeerganj	27	49639	1718	
Hardoi	Ahirouri	32	37994	1134	70
	Behendar	6	54536	913	
	Bharawan	70	34407	968	
	Bilgram	52	72853	4419	
	BPHC Bawan	32	88962	3855	
	BPHC Kothanwa	45	35030	2125	
	BPHC Malanwan	24	65214	2541	
	BPHC Sandi	24	72318	4467	
	BPHC Sursa	30	90056	2332	
	BPHC Tondarpur	16	65241	2514	
	Hariyanwa	25	68882	4681	
	Harpalpur	36	140738	3628	
	Kachhuna	32	158046	5301	
	Madhoganj	36	94719	5152	
	Pihani	28	162583	3144	
	Sahabad				
	Sandila				
	Savayajpur	15	118890	5469	
	Tandiyanwa	24	76502	8611	
	Bankey ganj	23	79612	2667	45

Lakhimpur Kheri	Behajam	25	143767	8497	
	Bijua	35	82764	1467	
	BPHC Phool Behar	20	83923	2258	
	Dhaurahara	25	154070	4447	
	Gola	39	72154	3521	
	Khamariya	35	62154	3251	
	Mitauli	0	205685	9620	
	Mohamdi	13	113271	4011	
	Nakaha	14	97352	4579	
	Nighasan	22	130508	8170	
	Palia	12	41474	2746	
	Pasgawan	45	36650	1309	
	Phardhan	45	28779	1081	
	Ramia behar	24	76298	2308	
Lucknow	CHC CHINHAT	14	85284	2685	32
	GOSAIGANJ	32	22634	572	
	ITAUNJA	30	25535	342	
	KAKORI	10	15713	226	
	MALIHABAD	22	19455	432	
	MALL	25	15151	386	
	MOHANLALGANJ	18	24810	361	
	SAROJNI NAGAR		15406	95	
Raebareli	Amawan	28	56440	3172	75
	Bachrawan	20	17980	78	
	Bela-Bhela	12	53066	3715	
	BPHC Harchandpur		1623	40	
	BPHC Sareni				
	Dalmau				
	Jagatpur				
	Jatuatappa				
	Khiro	75	37624	1801	
	Lalganj	32	25800	1272	
	Maharajganj	55	5028	624	
	Shivgarh	37	55080	2652	
	Unchahar	33	31296	3960	
Shravasti	Ikauna	25	79836	5400	55
	CHC Bhinga	38	75276	5496	
	Gilaula	25	34752	2352	
	Jamunha (Malhipur)	55	13764	1368	
	Sirsiya	23	10620	1224	
Sitapur	Khairabad	16	11676	1320	55
	Biswan	25	9048	1032	
	BPHC Alia	18	13692	1380	
	BPHC Kasmanda	20	60384	1344	

	BPHC Pahla	48	31140	2376	
	Gondlamau	30	8004	1740	
	Hargaon				
	Laharpur	30	71941	4836	
	Machrehta	50	72037	3149	
	Mahmudabad	45	51255	2042	
	Maholi	38	12707	1535	
	Mishirikh	29	43504	2700	
	Neemsar	42	11573	1249	
	Parsandi	46	59108	8646	
	Pisawan	30	76523	8352	
	Rampur Mathura	44	25901	3329	
	Reusa	55	36460	5874	
	Sanda	34	78272	2073	
	Sidhauri	35	64215	2454	
	Tambour	40	74521	2154	
Unnao	Achalganj	35	75421	2351	37
	Asoha	34	52431	2541	
	Bangarmau	35	64512	3251	
	BPHC Auras	18	22137	4689	
	BPHC Bichhiya				
	BPHC Fatehpur 84				
	BPHC Ganj Muradabad				
	Hasanganj				
	Magrayar	30	63536	2881	
	Mauranva	34	65318	2761	
	Miyaganj	37	17666	1184	
	Nawabganj	15	23992	1212	
	Patan	27	17277	1197	
	Purva	21	14312	287	
	Safipur	27	18536	537	
	Sikandarpur Sirausi	22	3866	32	

Section IX. Contract Forms

Performance Bank Guarantee (Unconditional).....	116
Non Blaclisting/Debarring Affidavit Form.....	116

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*) for providing **Free Diagnostic Services in**(**Cluster 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 15th 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 /d/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