



**SUPERINTENDENT
SCB MEDICAL COLLEGE HOSPITAL, CUTTACK**

HEALTH AND FAMILY WELFARE DEPARTMENT GOVT. OF ODISHA

**EXPRESSION OF INTEREST FOR EMPANELMENT OF LOCAL PRIVATE
DIAGNOSTIC CENTRE FOR TACROLIMUS, SIROLIMUS, CYCLOSPORINE
AND EVEROLIMUS TEST**

**BID REFERENCE:
SCBMCH/2022 dated 15.08.2022**

DATE FOR SELLING OF TENDER	:	up to 29.08.2022 11 AM TO 4 PM (only working day)
DATE OF PRE-BID MEETING	:	24.08.2022 at 11.30 A.M.
LAST DATE OF RECEIPT OF TENDER	:	05.09.2022 UP TO 5.00 PM
DATE OF OPENING OF TENDER	:	06.09.2022 AT 03.30 PM
PLACE OF PRE-BID MEETING & OPENING OF TENDER	:	OFFICE CHAMBER OF THE SUPERINTENDENT
ADDRESS FOR COMMUNICATION AND RECEIPT OF BID DOCUMENTS	:	O/O. SUPERINTENDENT SCB MEDICAL COLLEGE HOSPITAL, CUTTACK

SECTION-I

INVITATION OF EXPRESSION OF INTEREST

- 1.1 The Superintendent SCB Medical College Hospital Cuttack – here-in-after mentioned in this document as SCBMCH- EOI - Empanelment of Laboratories for **Tacrolimus, Sirolimus, Cyclosporine and Everolimus Test** - under the Department of Health & Family Welfare.
- 1.2 The Superintendent SCB Medical College Hospital Cuttack invites the form of Expression of Interest - EOI in short- for Empanelment of Local Private Diagnostic Centre (Testing Laboratories) for the Testing of **Tacrolimus, Sirolimus, Cyclosporine and Everolimus Test for the Kidney transplant patient** treating under SCB Medical College Hospital, Cuttack more specifically mentioned in Appendix for a period of two years from the Date of Acceptance.
- 1.3 Laboratories which are willing to undertake complete testing and analysis of the rates prescribed in the **Appendix I-A** willing to accept the terms and conditions as prescribed under the EOI document are eligible to be selected as the “**Empanelled Local Private Diagnostic Centre (Testing Laboratory) of SCBMCH**”.
- 1.4 Performance of the tests/analysis strictly in accordance with the official/ recognized parameters of standards and delivery of test/ analysis reports in time and consistency of the analysis results are the most important factors to be adhered to by the Empanelled Laboratories.
- 1.5 The period of contract shall be two years from the date specified in the agreement to be executed for the purpose of the contract. The EOI Bidder shall give firmness of the rate prescribed and agreed upon for a period of two years from the date of agreement.

2.1 IMPORTANT DETAILS OF THE EOI:

1	EOI No.	SCBMCH/EOI/2022/01
2	Cost of EOI Document	Rs.500/- (Rupees Five hundred) only
3	Earnest Money Deposit	Rs.25,000/- (Rupees Two thousand five hundred) only. (refundable)
4	Form of Earnest Money Deposit	Demand Draft in favour of Swasthya Bikash Samiti , SCB MCH Cuttack
5	Validity of EMD	180 days from the date of opening of technical document
6	Performance Security Deposit After selection	Rs.50,000/- (Rupees Fifty thousand) only in shape of BG.
7	Validity of Performance Security deposit	30 months from the date of execution of agreement

2.2 IMPORTANT DATES:

Sl. No.	Particular	Date and time	Venue
1	Date and time of commencement of sale of EOI document	Up to 29.08.2022 Up to 5.00 PM from date of publication	Office chamber Superintendent SCB MCH Cuttack.
2	Date and time of Pre- bid meeting	24.08.2022 11.30 AM	
3	Last date and time of receipt of offers through Speed Post / Regd. Post.	05.09.2022 05.30 PM	
4	Date and time of opening of the offers	06.09.2022 03.30 PM	

SPECIFIC CONDITIONS OF EOI**3.1 TIME LIMITS:**

The Empanelled testing Laboratories shall furnish test reports at the SCBMCH within the time limit specified below:			
Category	Permitted for the date of receipt of sample from the concerned department	Penalty for delayed reporting	
		Delivery Period	Step –II*
Tacrolimus, Sirolimus, Cyclosporine & Everolimus Test,	Every day from 7.00A.M. to 9.00A.M.	Within 12 hours to 24 hours.	@ 0.5% per day of the delayed reporting upto a max of 15%

PREQUALIFICATION CRITERIA:

- 3.2.1 The Laboratory presenting the EOI (Offerer) shall have valid Approval under the Drugs and Cosmetics Rules valid Good Laboratory Practices (GLP) certificate issued by the competent authority under the Drugs and Cosmetics Rules or valid NABL accreditation. No EOI shall be presented in respect of any sample or any other item in respect of which such approval/ certificate/accreditation is not possessed by the Offerer.
- 3.2.2 The Offerer shall have an average annual turnover of not less than Rs. 25 lakhs (Rupees Twenty five lakhs) only for the last three consecutive years .i.e. 2018-19, 2019-2020 and 2020-2021.
- 3.2.3 The bidder (i.e. the Laboratory) jurisdiction only for smooth functioning of tests of patients of SCB Medical College Hospital, Cuttack
- 3.2.4 The EOI should not be submitted if the offerer stands blacklisted by SCBMCH or blacklisted /debarred / disqualified/ terminated / suspended by any other State/Central Government's organization or one whose approval had been suspended or revoked partially by any statutory authorities

GENERAL CONDITIONS OF CONTRACT

- 4.1.1 The terms and conditions governing the empanelment of laboratories are contained in this "**EOI Document**". The document can be downloaded from website www.scbmch.in directly or collect from the Users' Section, SCB MCH, Cuttack on payment of Rs. 500/- (Rupees Five hundred) only by Cash on stipulated working days.
- 4.1.2 Failure to furnish any information/ document as required in this EOI document and submission of an offer not substantially responsive to it in every respect shall be at the Offerer's risk and would result in the rejection of the offer, without any notice.
- 4.1.3 The EOI and accompanying documents once submitted shall not be altered in manner and should not have any scope of ambiguity, cutting, pasting, overwriting, masking, alteration etc. Modification of the offer, of the nature and to the extent provided in this document prior to the time and date set for SCBMCH. Any overwriting / cutting/ correction otherwise of inadvertent error in the EOI made before its presentation it must be one authenticated with signature of the Offerer in full and such modifications as above that are not duly authenticated would necessitate summary rejection of the EOI. No such correction or modification as above in the accompanying document will be considered and documents with corrections would make the EOI defective/ non-responsive.
- 4.1.4 The documentary evidences submitted along with the EOI shall be produced duly attested by the Offerer on every page and serially numbered.
- 4.1.5 A copy of the complete EOI document duly signed on every page by the Offerer or the authorized representative shall be enclosed as part of the EOI as a proof of having read and accepted the terms and conditions of the EOI document.
- 4.1.6 The EOI shall be a computer typed one and signed by the Offerer or person(s) duly authorized to bind the Offerer to the Contract with SCBMCH, Cuttack.
- 4.1.7 An offer submitted in vague/ ambiguous terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 4.1.8 At any time prior to the dead line for submission of the EOI, the EOI Inviting Authority may, for any reason, modify the EOI document by amendment. The amendment will be published in the website of the SCBMCH and shall be binding all prospective Offerers.
- 4.1.9 Pre-Bid Meeting will be held by the SCBMCH to explain briefly about the requirements as well as the terms and conditions of the EOI document and to get the views of the prospective Offerers, as part of ensuring transparency in the EOI process. Failure to attend the pre-offer meeting will not be a disqualification, but will be a loss of opportunity for the prospective Offerer to understand the EOI terms & conditions.
- 4.1.10 **Date of pre-bid meeting in SCBMCH:** Mentioned in **Section-II**, filled up EOI will be accepted only after the date of pre-bid meeting.
- 4.1.11 The EOI shall remain firm and valid for two years. An offer for a shorter period shall be rejected by the SCBMCH as non-responsive.

4.1.12 The EOI shall be sent in sealed envelope by registered post/ Speed Post to address: **“The Superintendent SCB Medical College Hospital Cuttack”**.

4.1.13 The envelope containing the EOI document is to be super scribed with the title **"EXPRESSION OF INTEREST FOR EMPANELMENT OF LOCAL PRIVATE DIAGNOSTIC CENTRE FOR TACROLIMUS, SIROLIMUS, CYCLOSPORINE AND EVEROLIMUS TEST No SCBMCH FOR THE YEAR 2022-23 and 2023-24"**

4.1.14 The EOI may be presented in person also in sealed envelope, addressed and super scribed as above before the time and date specified.

4.1.15 If the EOI is sent by Registered post / Speed Post, it should reach the above office on or before the time and date stipulated in **Section-II**. The Authority shall not be held liable for the delay in transit.

4.1.16 The offerer shall submit RTGS details duly endorsed by the banker and a cancelled cheque. Bank details in the format prescribed in **Annexure-XI**.

4.2 Earnest Money Deposit (EMD):

4.2.1 The EOI shall be accompanied by the EMD as prescribed. Non-submission of sufficient EMD as mentioned in **Section-II** along with the Technical document without mentioning any reason shall result in summary rejection of the EOI. SCBMCH, Cuttack.

4.2.2 The EMD shall be in the form of demand draft drawn in favour of **Swasthya Bikas Samiti**, SCBMCH Cuttack payable at Cuttack.

4.2.3 Cheque, Cash payment, Money Order, Fixed deposit, Bank Guarantee etc will not be accepted as EMD and in such cases the EOI offer will be rejected.

4.2.4 EMD of unsuccessful offerers will be discharged / returned as soon as possible within thirty days after publishing of the final list of successful EOIs by the EOI Authority.

4.2.6 The successful Offerers' EMD will be discharged upon the Offerer signing the contract and furnishing the performance security. The EMD of the successful Offerer may be adjusted towards the performance security payable.

4.2.7 No interest will be paid for the EMD.

4.2.8 The EMD will be forfeited, if an Offerer;

4.2.8.1 Misrepresents facts or submit false / fake documents during the EOI process.

4.2.8.2 If the Offerer willfully violates any terms and conditions of the EOI documents.

4.2.8.3 If the Offerer withdraws its bid after the opening of EOI document.

4.2.8.4 A successful Offerer fails to sign the contract after issuance of Letter Of Intent.

4.2.8.5. If the EOI offer is rejected on the basis of the non-satisfactory inspection report of the Quality control facilities of the firm.

4.3 EMPANELMENT POLICY:

- 4.3.1 The list of blood sample for which rates to be finalized for complete Laboratory testing is attached as **Appendix I-A**. The offered rates shall be inclusive of cost of chemicals, reagents, other consumables, cost and depreciation of value of equipment, infrastructure, labour charges, other overheads and expenses and incidentals to the furnishing of reports. The EOI offering minimum rate for testing will be selected for testing that item.
- 4.3.2 The EOI Inviting Authority has every right to fix the final testing rate of item comparing with the testing rates for similar products, rates offered by other labs etc.

4.4 Contents of the EOI document

Sl. No.	DOCUMENTS TO BE SUBMITTED AS IN TECHNICAL BID	Format prescribed
1	Checklist (Annexure –I) for the EOI and the list of documents enclosed, with their page numbers marked. The EOI and the documents should be serially numbered and arranged as per Annexure–I. The page number(s) of each document shall be shown in the checklist	Hard Copy with contents (page No)
2	The Earnest Money Deposit, IF NOT EXEMPTED, shall be Rs. 25,000/-. The Earnest Money Deposit shall be paid in the form of Demand Draft favour of Swasthya Bikash Samiti SCB MCH Cuttack IF EXEMPTED as per clause 4.2.4 valid documentary evidence to prove the claim shall be furnished	Hard Copy with contents (page No)
3	Name and address of the Chairman/ President/ Managing Trustee, Secretary etc in the case of societies, trusts etc details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of such Managing Director / Partners / Proprietor/ others responsible for the conduct of business and operation of the laboratory.	Hard Copy with contents (page No)
4	Annual turnover statement (Original) certified by the auditors for last three years i.e., 2018-2019 2019-20 & 2020-21 as in Annexure-V	Hard Copy with contents (page No)
5	Notary Attested Photocopy of approval for testing of Blood Samples approved for testing in the laboratory issued by the Competent Authority and valid renewal with list of approved products for testing.	Hard Copy with contents (page No)

SI. No.	DOCUMENTS TO BE SUBMITTED AS IN TECHNICAL BID	Format prescribed
6	Notary Attested Photocopy of valid GLP Certificate issued by the Drugs Control Authority and valid renewal or Notary Attested Photocopy of NABL accreditation certificate and its valid renewal.	Hard Copy with contents (page No)
7	GST Registration Certificate issued by the concerned authority and attested copy of certificate of registration. In case of non-exempted GST/PAN.	Hard Copy with contents (page No)
8	Notary attested copies of audited Balance Sheet and Profit and Loss account for the last three consecutive years.	Hard Copy with contents (page No)
9	The list of qualified personnel employed in the laboratory (Employees name, Qualification and experience)	Hard Copy with contents (page No)
10	The list of sophisticated analytical equipment & apparatus available in the laboratory as in Annexure III	Hard Copy with contents (page No)
11	Declaration in the Proforma given in Annexure-V.	Hard Copy with contents (page No)
12	Details of Analytical Laboratory in Annexure-II	Hard Copy with contents (page No)
13	Consent letter of the offerer as in Annexure-VI , giving the details of the Blood Samples Test offered to be tested in compliance with the EOI conditions and the consent for testing the Blood Samples Test.	Hard Copy with contents (page No)
14	EOI document signed by the offerer in all pages with office seal	Hard Copy with contents (page No)
15	Notary attested copy of PAN.	Hard Copy with contents (page No)
16	RTGS details duly endorsed by the banker and a cancelled cheque. Bank details in the format prescribed in Annexure-VII.	Hard Copy

EVALUATION OF EOI:

- 4.5.1 The opening of the EOI offer will be done by the EOI Authority in the presence of the Offerers or their representatives who choose to attend at the respective time and place mentioned in Section II.
- 4.5.2 In the event of the specified date for EOI submission/opening being declared holiday, the EOI submission/opening shall be at the appointed time and venue on the next working day.
- 4.5.3 The Offerer shall be responsible for properly super scribing and sealing the envelopes and the Authority shall not be liable for inadvertent opening of the envelopes before the time appointed for opening of the offers.
- 4.5.4 The documents submitted as part of the offer shall be scrutinized by Committee constituted by the EOI Inviting Authority.
- 4.5.5 An EOI, at any stage of the evaluation process or thereafter, in the event of being found concealment or misrepresentation of facts, in respect of the claims of the offer, shall be rejected and is liable to be black listed for a period as decided by the EOI Inviting Authority.
- 4.5.6 The EOI inviting Authority may waive any minor infirmity in an offer, which does not constitute a material deviation, provided that the same shall not prejudicially affect the interest of the other Offerers.
- 4.5.7 No EOI may be withdrawn in the interval after the opening and finalization of the EOIs. Withdrawal of an EOI during this interval will result in the forfeiture of its EMD and black listing of the Offerer for a period of 3 years immediately from the date of such order and the Offerer shall be ineligible to participate in any of the offers / tenders of the SCBMCH for a period of 3 years.

4.6 Inspection of Testing Facilities of the Laboratory:

- 4.6.1 Inspection of the testing facilities will be at the discretion of the EOI Inviting Authority. Such inspection may be at any stage before or after acceptance of the offer or Award of Contract/ empanelment.
- 4.6.2 The availability of technical experts, analytical facilities as claimed in the EOI offer along with the compliance of standard operating procedures adapted for each procedure including validation and calibration, shall be evaluated by the team for considering the eligibility of the lab. Claims of holding the valid NABL certification/valid approval / GLP certificate will not be of any avail, if the procedures prescribed are not followed as per the standard operating procedures or if the available facilities are not in proper conditions are observed at the time of inspection. In the event of failure to facilitate inspection, obstruction to carry out the inspection, non-cooperation during the inspection, failure furnish any record needed for verification etc., the EOI offer will be rejected or agreement will be terminated, as the case may be.

4.7 Acceptance / Rejection of offers:

- 4.7.1 Acceptance /rejection of the EOI offer will be based on the decisions taken on the evaluation of the submitted documents and inspection report from the expert committee

- 14 4.7.2 At any point of time before or after the award of contract, the EOI Inviting Authority reserves the right to cancel or modify the contract in respect all or any of the items of Blood Sample Test or other consumables in respect of an EOI for breach of the terms and conditions of the EOI or of the agreement thereof.
- 4.7.3 The EOI Inviting Authority, or his authorized representative(s) has the right to inspect the labs of Offerers, before releasing any samples or at any point of time during the continuance of offer and also has the right to reject the offer or terminate / cancel the contract awarded and or to re-test, based on adverse reports brought out during such inspections. Retesting of samples may also be done by the EOI Inviting Authority at any stage before or during the operation of the contract, to evaluate the performance of the laboratory and the EOI Inviting Authority may initiate deterrent or punitive measures if the evaluation processes or the inspections so indicate or necessitate.

4.8 AWARD OF CONTRACT:

- 4.8.1 The Institution will notify the successful Offerer (s) in writing, by registered / speed post that its/ their offer(s) for testing of blood / other items, which have been selected by the EOI Inviting Authority, has been accepted. This notification is made by issuing a letter of intent by the EOI Inviting Authority.
- 4.8.2 The successful Offerer, upon receipt of the Letter of Intent, shall execute an agreement in the format prescribed, in a non-judicial Stamp paper of value of Rs. 200/- or of such revised value as may be notified by the Government (stamp duty to be paid by the Offerer) within 15 days from the date of the intimation from institution that his offer has been accepted. The Specimen format of agreement is available in **Annexure-VIII**.
- 4.8.3 There will be a performance security deposit amounting to Rs 50,000/- (Rs. Fifty thousand) only which shall be submitted by the successful Offerer along with the agreement within 15 days from the date of issuance of Letter of Intent, in the form of Demand Draft drawn in favour of the **Swasthya Bikash Samiti/ Bank Guarantee** in the format as given in **Annexure-VIII** for a period of 30 months from the date of execution of the agreement.
- 4.8.4 If the successful Offerer fails to execute the agreement and / or to deposit the required performance security deposit within the time specified or withdraws his offer after opening of the bid, his award of contract will be cancelled and the Earnest Money Deposit of the firm shall stand forfeited, Corporation will initiate blacklisting process and the laboratory shall also be blacklisted for a period of three years immediately from the date of such order and the Offerer will be ineligible to participate in any of the offers/EOI processes for a period of three years.
- 4.8.5 For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the EOI Inviting Authority, and the Offerer shall be liable for all losses sustained by the EOI Inviting Authority.
- 4.8.6 In the event of any failure/blacklist/default/deviations from the terms and conditions of the EOI or the agreement thereof, of the successful tenderer with or without any quantifiable loss to the EOI Inviting Authority, the amount of the performance security is liable to be forfeited.
- 4.8.7 The EOI Inviting Authority will release the Performance Security without any interest to the successful Offerer on completion of all contractual obligations.

4.8.8 If the successful Offerer withdraws from the contract during the period of contract, his security deposit will be forfeited, the contract will be terminated, EOI Authority will initiate blacklisting process and the laboratory will be blacklisted for a period of three years immediately from the date of such order making them ineligible to participate in any of the offers / Tender of the Institution.

4.9 TESTING & REPORTING CONDITIONS:

4.9.1 On empanelment and entrustment of the job, the Analytical Laboratory shall furnish the test reports within 12-24 hours of receipt of the sample.

4.9.2 Mentioning the words, "COMPLIES" or "PASSES" in the result column of the report shall be treated as incomplete report. It is essential to express the value of test results in figures and the value of standard limits.

4.9.3 Reports should be in A4 size paper of good quality.

4.9.4 Reports should have Sl.No., Description of tests, Specifications, Results obtained and the reference monograph.

4.9.5 Protocols of test applied shall be furnished along with the test report. Spectra /Chromatography data sheets, where ever applicable shall also be furnished.

4.9.6 All test reports should be submitted to the Department of Nephrology SCBMCH Cuttack in triplicate. In case of failure of a sample, the result should be communicated immediately to the Superintendent, SCB MCH, Cuttack through Phone/Fax/E-mail and the report should be sent with protocol.

4.9.7 If under any circumstances (like break down of instrument, non-availability of reference standard etc.) the Analytical Laboratory is unable to undertake analysis for samples, the same should be reported within 24 hours of receipt of such samples by Written or FAX or E-mail and the samples should be returned to the Nephrology SCB MCH Cuttack. Return of samples under false claims of malfunctioning of equipment/ break-down of systems etc will be deemed as fraudulent practices and the contract will be liable to be terminated and the laboratory be black-listed without prejudice to criminal proceedings for breach of trust and other such offences.

4.9.8 Every care will be taken for proper packaging of the sample to ensure safe and intact delivery to the laboratory. If, however, any sample is received in a damaged condition by the laboratory, the sample should not be analyzed and the information should be sent immediately to the Prof & HOD Nephrology, SCB MCH Cuttack by Written or FAX or E-mail. Deliberate attempt to damage or damaging of the package after receipt shall amount to fraudulent practice leading to termination of contract, black-listing and criminal proceeding for breach of trust, contract etc.

4.9.9 Test Results shall be sent through e-mail followed by signed hardcopies and with authorized person's name & signature.

4.9.10 Furnishing of incomplete/inconsistent/ incorrect/ unreliable test results for three times or more during the contract will lead to the termination of contract of the laboratory. Institution will initiate blacklisting process and the lab will be blacklisted for a period of three years immediately from the date of such order and the Offerer will be ineligible to participate in any of the offers/tenders of the institution for a period of three years.

4.9.11 If submitted test reports is found to be incomplete / inconsistent / incorrect /unreliable, those test reports will not be considered as test reports and the payment regarding the same will be forfeited including the material cost.

- 4.9.12 Furnishing of three or more delayed test reports occurred during the contract, such practices will be considered as default reporting and it will lead to the termination of contract. Institution will initiate blacklisting process and lab will be blacklisted for a period of three years from the date of such order making them ineligible to participate in any of the offers / Tender of the Institution.
- 4.9.13 Any change/replacement of the authorized person/persons who is responsible for the signing of the test report should be intimated to the Institution within 15 days. If no intimation received from the Laboratory, it will be considered as fraudulent practice and will initiate blacklisting process.
- 4.9.14 At any point of time during the period of contract /empanelment, if the NABL accreditation expired /suspended, the empanelled lab should not carry out the test. If at all the test is being carried out, Corporation will not accept the report and will not make payment.

4.10 **PAYMENT PROVISIONS** :

- 4.10.1 No advance payments towards Analysis of blood sample will be made.
- 4.10.2 Payments towards the Analysis of blood sample will be made strictly as per terms and conditions laid down in the EOI document and the decisions of the EOI Inviting Authority. All payments will be made only in favour of the approved laboratory.
- 4.10.3 All bills / Invoices in triplicate is to be submitted through the Prof & HOD Nephrology to the Headquarters addressed to the Superintendent, SCB MCH, Cuttack.
- 4.10.4 If at any time during the period of contract, the testing fee of any items is reduced by the Offerer himself or the taxes levied is brought down by any law or Act of the Central or State Government the Offerer shall be bound to inform Institution immediately about such reduction in the contracted prices. The EOI Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Offerer fails to notify or fails to agree for such reduction of rates.
- 4.10.5 The Offerer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Sales Tax, Service tax, and Customs Duties etc. In the event, if it is found that there is some statutory deduction to be made at the source, the Institution will have the authority to do so. GST registration certificate should be incorporated is applicable.
- 4.10.6 If at any time during the operation of the contract, any new/ additional statutory tax or other levy is imposed to the testing of the blood sample and other items or if the statutory taxes, levies, duties etc applicable are increased, if the documentary evidence for increase in the statutory taxes, levies, duties etc is produced, then the invoice amount with the enhanced rates will be admitted, after due verification.
- 4.10.7 The rates fixed by the Institution shall be exclusive of GST and in any enhancement in GST by notification of the Government, the quantum of additional GST so levied will be allowed to be charged without any change in the basic price offered by the EOI inviting authority. For claiming additional cost on account of the increase in GST, the bidder should produce proof of the payment of additional GST on the services rendered to EOI inviting authority. If the documentary evidence for increase in GST is produced, then the invoice amount with the enhanced rates of GST will be admitted, after due verification.

4.11 APPLICABLE LAW & JURISDICTION OF COURTS:

- 4.11.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 4.11.2 Any and all disputes arising out of this EOI will be subject only to the jurisdiction of courts of law / tribunals situated in Cuttack city or normally having territorial jurisdiction over Odisha only or the High Court of Odisha as applicable. It is possible that jurisdiction to file disputes may be available before courts of law, including High Courts / Tribunals situated elsewhere. However, the Offerers should specifically agree and covenant not to file any legal proceedings before any such courts of law / tribunal and should undertake and bind themselves to initiate and carry on legal proceedings in respect of this EOI exclusively before the Courts of law /Tribunals situated in or normally having territorial jurisdiction over Cuttack, or the High Court of Odisha as applicable. Any offerer who violates these conditions will be held to have indulged in an unacceptable / unfair practice and will be deemed ineligible to participate in any of the offers/tenders of the Institution for a period of two years from the date of the breach/violation of the aforesaid conditions.

4.12 FORCE MAJEURE

- 4.12.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful Offerer and not involving the Empanelled laboratory's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by the management, and freight embargoes. Scarcity of reagents, reference materials and power cut are not considered as force majeure.
- 4.12.2 If a Force Majeure situation arises, the Empanelled laboratory shall promptly notify the Institution in writing of such conditions and the cause thereof within ten days of occurrence of such event. The time for completing the reporting may be extended by the Institution at its discretion for such period as may be considered reasonable.
- 4.12.3 In case due to a Force Majeure even if the Institution is unable to fulfill its contractual commitment and responsibility, then it will notify the Empanelled laboratory accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

4.13 PROCEDURE FOR BLACKLISTING

- 4.13.1 For blacklisting a laboratory for defaulted reporting, a registered notice shall be issued to the laboratory calling for explanation within 15 days from the date of receipt of notice. On receipt of the explanation from the Laboratory, the EOI inviting Authority, may take appropriate action on merits of the case and impose blacklisting of the particular laboratory by passing appropriate orders.
- 4.13.2 If any NABL lab, at any stage of EOI process or thereafter in the event of being found after verification by the EOI Inviting Authority / award of contract, to indulge in fraudulent practices or concealment or misrepresentation of facts, in respect of the claims of the offer, shall be rejected, the agreement will be terminated and the bidder is liable to be blacklisted.

- 4.13.3 If the empanelled NABL lab is terminated / blacklisted / debarred/disqualified by any other State/Central Govt. organization after EOI submission/award of contract/execution of agreement, the NABL lab will be liable for Blacklisting/Termination of contract.
- 4.13.4 Failure to inform the termination/blacklisting / debarring/disqualifying by any other State/Central Govt. organization during the empanelment with Institution within a period of 30 days of such order, Institution will blacklist the empanelled NABL lab for a period up to 3 years from the date of such order.

4.14 **TERMINATION OF CONTRACT**

- 4.14.1 **Termination for default:-** The Institution without prejudice to any other contractual rights and remedies available to it (the EOI Inviting Authority), may, by written notice of default sent to the successful Offerer (Empanelled laboratory), terminate the contract in whole or in part, if the successful offerer fails to perform any other contractual obligation(s) within the time period specified in the contract.
- 4.14.2 Unless otherwise instructed by the EOI Inviting Authority, the successful Offerer (Empanelled laboratory) shall continue to perform the contract to the extent not terminated.
- 4.14.3 **Termination for insolvency:** If the successful Offerer becomes bankrupt or otherwise insolvent, the Institution reserves the right to terminate the contract at any time, by serving written notice to the successful Offerer without any compensation, whatsoever, to the successful Offerer (Empanelled laboratory), subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the EOI Inviting Authority.
- 4.14.4 **Termination for convenience:** - The Institution reserves the right to terminate the contract, in whole or in part for its (EOI Inviting Authority's) convenience, by serving written notice on the successful Offerer (Empanelled laboratory) at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the EOI Inviting Authority. The notice shall also indicate inter-alia, the extent to which the successful offerers performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 4.14.5. Termination due to change of ownership, constitution, suspension/ cancellation of statutory approval/ certification, accreditation etc.
- 4.14.6. Where there is a change of ownership (in the case of sole proprietorship unit) of the Empanelled laboratory under contract, the contract will stand automatically terminated. The owner of the Empanelled laboratory shall inform the change of ownership to the EOI Inviting Authority as soon as the change takes place. The new owner will be eligible for a fresh contract for the remaining period of the earlier contract with the former owner under the same terms and conditions on deposit of the performance security amount. Inspection of the unit will be the discretion of the EOI Inviting Authority.
- 4.14.7. Where there is a change of constitution of the firm running the Empanelled Laboratory, the contract will stand terminated from the date of change of constitution if the person(s) responsible for the firm for the contract and its day to day operations change. In such an event the new firm will be eligible for further fresh contract for the remaining period of the earlier contract with the firm under the same terms and conditions. The performance security deposited earlier may be adjusted for the fresh contract on mutual agreement.

4.14.8. Where there is temporary or permanent suspension/ cancellation/ withdrawal/ revoking of the statutory approval/ certification/ accreditation on the basis of which the laboratory was empanelled and contract was awarded, the contract will stand terminated from the date of such action coming into force. Such termination may, however, be withdrawn if the action is cancelled or stayed by any competent forum. It will be onus of the Empanelled laboratory to report any such action taken against it.

Superintendent
SCB Medical College Hospital
Cuttack

CHECK LIST

Name of the Laboratory : _____

Address : _____

Sl. No	Documents to be submitted	Page No
1	Checklist (Annexure –I) for the list of documents enclosed with their page Nos. The documents should be serially numbered and arranged as per Annexure–I.	
2	EOI Document Cost in the form of DD shall be kept in an envelope. DD No & date: Bank & branch: Amount in Rs:	
3	Earnest Money Deposit the form of DD shall be kept in an envelope, IF NOT EXEMPTED , DD No & date: Bank & branch: Amount in Rs: IF EXEMPTED as per clause 4.2.4 valid documentary evidence to prove the claim.	
4	Annual turnover statement certified by the auditors for last three years i.e. 2018-19, 2019-2020 and 2020-21 as in (Annexure-X)	
5	Notary Attested Photocopy of valid GLP Certificate issued by the Drugs Control Authority and valid renewal or Notary Attested Photocopy of NABL accreditation certificate and its valid renewal.	
6	GST Registration Certificate issued by the concerned authority and attested copy of certificate of registration, in case of non-exempted.	
7	Notary attested copies of audited Balance Sheet and Profit and Loss account for the last three years i.e. 2018-19, 2019-2020 and 2020-21.	
8	The list of qualified personnel employed in the laboratory (Employees name, Qualification and experience)	
9	The list of sophisticated analytical equipments & apparatus available in the laboratory. [Annexure III]	
10	Declaration in the Proforma given in Annexure-V duly signed and notarized	
11	Details of Analytical Laboratory in Annexure–II.	
12	Consent letter of the offerer as in Annexure VI.	
13	Notary attested copy of PAN.	
14	RTGS details duly endorsed by the banker and a cancelled cheque. Bank details in the format prescribed in Annexure VII.	
15	Agreement with EOI as per Annexure –VIII	
16	Format Of Bank Guarantee For Security Deposit as per Annexure-IX	

DETAILS OF ANALYTICAL LABORATORY

Sl. No	Particulars	Details (To be filled in by the EOI Responder)
1	Name of the Organization	
2	Address(Regd. Office): Telephone: Fax: E-mail: Website:	
3	Address(Laboratory Premises)* Telephone: Fax: E-mail: Website: (* If testing of the items are performed in more than one premises, details of all such units shall be furnished.)	
4	Name of the Contact Person: Designation Telephone: Mobile: E-mail ID:	
5	Type of the Organization (Public Sector/Limited/ Private Limited/Partnership/ Proprietary/Any Other):	
6	Date of inception of the firm	
7	Chief Officer of the Organization: Designation: E-mail ID: Telephone:	
8	Registration No. & Date of Incorporation of Company:	
9	License No. issued by the Drugs Control Dept. of the state and NABL for conducting the Analysis. Date of issue and current validity of the license period shall also be specified.	
10	PAN no:	
11	List of minimum 3 Clients as per clause (Provide number of samples, type, contact details like Address, Contact Person, e-mail ID, Telephone)	

Sl. No	Particulars	Details (To be filled in by the EOI Responder)
12	Total No. of Employees: 1. Technical Staff 2. Non-Technical Staff (Details of qualified personnels for testing of drugs/supplies)	
13	Authorized Person/Persons responsible for signing the test report: 1. No: of Person/Persons 2. His/Her Name & Designation	
14	Whether the License/Approval/ accreditation of the laboratory was cancelled / suspended by the authority in the past, if yes give details.	
15	Whether any prosecution action is in progress or pending against the laboratory or any of its. Furnish details of past conviction(s), if any.	

Date:

Seal:

Authorized Signatory

ANNEXURE- III

**LIST OF SOPHISTICATED ANALYTICAL EQUIPMENTS &
APPARATUS AVAILABLE IN THE LABORATORY**

Name of the Laboratory : _____

Address : _____

Name of the Equipment/ Instruments/Apparatus	Name & Description	Date of Installation	Working Conditions

Date:

Seal:

Authorized Signatory

DECLARATION

I / We (Name of the laboratory)

having our office at

..... Laboratory at

..... do declare

that I / We have carefully read all the conditions of EOI No. SCBMCH/2020/ DATED 19.07.2022 of SCBMCH Cuttack for the EOI floated for empanelment of analytical testing laboratories for the analysis of blood and supplies, for a period of two years from the date of acceptance and abide by all conditions set forth therein. I/We do accept(s) all the terms and conditions of the above EOI document including amendments of the tender, if any, published by the Institution.

Signature :

Date :

Name of the Lab :

Office Seal : ATTESTED BY NOTARY PUBLI

CONSENT LETTER OF THE OFFERER

From

Name of the Laboratory.....
Address

To

The EOI Inviting Authority

Sub: Consent for performing complete analysis of Blood Sample/supplies.

Sir,

With reference to the EOI for the empanelment of Blood Sample testing laboratories, we here by submit our consent to perform the complete analysis of the following items of Blood Sample Test /supplies in Appendix I-A of the EOI document at the rates offered in column of the following tables and as per the conditions stipulated in the EOI documents referred above.

LIST OF ITEMS OFFERED IN APPENDIX I-A

Sl.No.	Category	Blood Sample Code	Name of the Blood Sample	Strength	Unit	Rate (in Rs.)
1	Tacrolimus					
2	Sirolimus					
3	Cyclosporine					
4	Everolimus Test					

Date:

Seal:

Authorized Signatory

ANNEXURE-VII

BANK DETAILS

1	Name of the Bank	
2	Branch Name & Address	
3	Branch Code No.	
4	Branch Telephone No.	
5	Branch email ID	
6	IFS code of the Branch	
7	Type of Account (current/savings)	
8	Bank Account Number (as appear in the cheque book)	

Authorized Signatory with seal

AGREEMENT

THIS AGREEMENT made on this day of, 22... between Superintendent SCB Medical College Hospital Cuttack (Expression of Interest (EOI) Inviting Authority) of one part and M/s. (Name and Address of the laboratory)(hereinafter called as "The Empanelled laboratory" or the "Laboratory" in short) represented by (Name of the authorized signatory and Designation), aged Years, residing at (Full residential address of the signatory) of the other part. WHEREAS the Superintendent SCBMCH Cuttack had invited Expression of Interest (EOI) from eligible Analytical Laboratories for test and analysis of the for **Tacrolimus Sirolimus Cyclosporine, Everolimus Test**, the healthcare institutions under the Health & Family Welfare Department of Odisha as per the EOI document numberdated and had prescribed eligible criteria and various terms and conditions for participation and presentation of the EOI, and WHEREAS The Empanelled Laboratory above has offered to the SCBMCH to undertake analytical work of the list of items mentioned in the Annexure attached hereto, in accordance with the terms and conditions specified in the above said EOI document, at the rates noted therein and had given an undertaking in writing to those effects and in the manner and under the terms and conditions hereinafter mentioned, and WHEREAS the EOI Inviting Authority (SCBMCH) has accepted the offer, and The Empanelled Laboratory has deposited with the SCBMCH a sum of Rs.50,000/- (Rupees Fifty Thousand) as Security Deposit for the due and faithful performance of this Agreement and liable to be forfeited as SCBMCH: EOI for Empanelment of Testing Laboratories liquidated damages in the event of the Laboratory failing duly and faithfully to perform its obligations set forth hereinafter. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the EOI document referred to. Now therefore these presents witness that for carrying out the said Agreement in this behalf into execution, The Empanelled Laboratory and the SCBMCH do hereby mutually covenant, declare, contract and agree each of them with the other of them in the manner following, that is to say, 1. The term "Agreement", wherever used in this connection, shall mean the terms and conditions stipulated hereinafter for the analysis of Blood Tests and other items for the year 2022-24.

2. (a) The agreement is for undertaking analysis of Blood Tests items & Sutures items by the Empanelled Laboratory to the SCBMCH of the samples specified in the (will specify later) attached hereto at the rates noted against each therein on the terms and conditions set forth in this Agreement and strictly within the time frame stipulated for the respective items in clause of the EOI document.
- (b) This agreement shall be deemed to have come into force with effect from -----
- (Date of execution of agreement) and it shall remain in force for a period of two years with effect from that date and may however be extended for a further period, on mutually agreed terms signed by both parties.
- (c) The time frame specified in clause of the EOI document for the respective item shall be strictly adhered to by the Laboratory. Tests and Analysis of drugs and other items will be performed in accordance with the statutory standards and in the case of items for which no official standards, by applying such recognized or prescribed or authentic parameters of standard quality and the test reports shall reach the SCBMCH within the maximum time limit specified in the EOI document reckoned from the date on which the item to be tested is delivered to the Empanelled Laboratory, failing which the measures of penalty and others specified will be applicable.
- (d) The test reports are to be submitted to the SCBMCH by email within the time period specified in clause of the EOI document at the email address of the SCBMCH (scbsuperintendent gmail.com) to be followed by three sets of hardcopies duly authenticated.
- (e) In the event of any failure/default/deviations from the EOI agreement on the part of the Empanelled Laboratory with or without any quantifiable loss to the SCBMCH, the amount of the performance security is liable to be forfeited. If the Empanelled Laboratory withdraws from the contract during the period of contract, the security deposit shall be liable to be forfeited, the contract terminated and the Empanelled

Laboratory shall be liable to be blacklisted for a period of three years from the date of such order making them ineligible to participate in any of the offers/Tender of the Corporation.

3. In respect of the analysis of items in the Schedule, the Laboratory shall allow inspection of the laboratory at any time during the continuance of the contract period by a team of Experts/Officials whom the SCBMCH may depute for the purpose. The laboratory shall extend all facilities to the team to enable them to inspect sample storage, reagents, instruments, all relevant records, analysis etc, in the Empanelled Laboratory and also to take photographs of such facilities, which shall not be used by the Institution other than pursuance of actions under the terms and conditions of this contract and also of the EOI document.
4. All expenses, damages and other moneys payable to the SCBMCH by the Empanelled Laboratory under any provisions of this Agreement may be recovered from the amounts due or subsequently becoming due from the SCBMCH to the Laboratory under this or any other Agreement. In case such amount are insufficient to fully cover such expenses, damages or other moneys payable. It shall be lawful for the SCBMCH to recover the balance amount from the security deposit of the laboratory and all other money held by SCBMCH and in case such security deposit is insufficient then it shall be also be lawful for the SCBMCH to recover the residue of the expenses, damages and moneys, if necessary by means of legal proceeding against the Empanelled Laboratory.
5. The amount of security deposit remitted by the Laboratory to the SCBMCH by way of Demand Draft by favoring the Superintendent SCBMCH Cuttack will be returned on successful fulfillment of the terms and conditions of this agreement without any interest.
6. (a) No advance payment towards any analysis will be made to the Empanelled Laboratory.
(b) All bills/invoices should be raised in triplicate in the name of the Superintendent SCB MCH Cuttack. All payments will be made only by way of electronic fund transfer in favour of the Empanelled Laboratory for which bank details shall be furnished to the Institution at the time of entering into agreement.
(c) The Empanelled Laboratory shall furnish the test reports 12 hours to 24 hour of receipt of the samples in.
7. The Empanelled Laboratory shall not at any time assign, sub-let or make over the present Contract or the benefits thereof or any part thereof, to any person or persons whomsoever.
8. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
(a) All the documents submitted by the Empanelled Laboratory as a part of the EOI offer,
(b) The Schedule of Requirements;
(c) The Specifications and other quality parameters;
(d) The clarifications and amendments issued / received as part of the EOI Document
(e) All correspondence as part of tender during or after the date of agreement accepted by Tender Inviting Authority
9. The terms and conditions specified in the EOI document published by the EOI Inviting Authority in acceptance of which the Empanelled Laboratory had presented the EOI offer will apply in matters not specifically in this agreement.
10. The Empanelled Laboratory and the Institution mutually agree that any and all disputes arising out of this Agreement will be subject only to the jurisdiction of courts of law / tribunals situated in Cuttack city or normally having territorial jurisdiction over Cuttack city only or the High Court of Odisha as applicable and the provisions of clause of the EOI document are agreed to in full. In witness whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written. Signed, Sealed and Delivered by the said
..... (For the EOI Inviting Authority- SCBMCH) in the presence of,
1. (Signature, name and Address)
2. (Signature, name and Address) Signed, Sealed and Delivered by the said
..... (For the Empanelled Laboratory) (Signature, Name and Address with Office Seal) in the presence of,
1. (Signature, name and Address)
2. (Signature, name and Address)

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To The Superintendent SCB Medical College Hospital Cuttack (Address) WHEREAS _____ (Name and address of the Laboratory) has undertaken, in pursuance of contract no _____ dated _____ (herein after called "the contract") to The Superintendent SCB Medical College Hospital Cuttack, (address). AND WHEREAS it has been stipulated by you in the said contract that the Laboratory shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the Laboratory such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Laboratory, up to a total amount of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Laboratory to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Laboratory before presenting us with the demand. We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the Laboratory (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal. We agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents SCBMCH: EOI for Empanelment of Testing Laboratories 2022 which may be made between you and the Laboratory shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects. This guarantee will not be discharged due to the change in the constitution of the Bank or the Laboratory (s). We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The Superintendent SCBMCH. This Guarantee will remain in force up to----- (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of ----- (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not. (Signature with date of the authorized officer of the Bank) Name and designation of the officer Seal, name & address of the Bank and address of the Branch

ANNUAL TURN OVER STATEMENT

I hereby certify that M/s _____ (Name & address _____) who is participating in the **EOI No. SCBMCH/2022** dated **19.07.2022** of SCB MCH, Cuttack is having the following annual turnover and the statement is true and correct.

Sl. No.	Year	Turnover (Rs.)
1	2018-19	
2	2019-2020	
3	2020-21	
4	Total Rs.	
5	Average turnover per annum (Rs.)	