

**Directorate of Medical Health & Family Welfare**

**GOVERNMENT OF UTTARAKHAND**

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**Expression of interest for providing services**

**for**

**Empanelment of Laboratory for**

**Testing of Covid-19 RAPID ANTIGEN TEST**

**In**

**Uttarakhand**

**Director General Medical Health and Family Welfare, Dehradun**  
**Sahastradhara Road, Danda lakhound, Dehradun**  
**Website: ukhfws.org**  
**Email: mhvuttarakhand@yahoo.com**  
**Telephone: 0135-2608763, 0135-2608746**



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## Disclaimer

The information contained in this Expression of interest ("EOI") Document or subsequently provided to Empanelled Laboratory, whether verbally or in documentary form by or on behalf of the Directorate of Medical Health & Family Welfare, Government of Uttarakhand ("Government Representatives") or any of their employees or advisors, is provided to the Empanelled Laboratory on the terms and conditions set out in this EOI Document and any other terms and conditions subject to which such information is provided.

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This EOI Document is not an agreement and is not an offer or invitation by the Government Representatives to any party other than the Applicants who are qualified to submit the Proposal (Empanelled agencies). The purpose of this EOI Document is to provide the Empanelled Laboratory with information to assist the formulation of their proposals. This EOI Document does not purport to contain all the information each Empanelled Laboratory may require. This EOI Document may not be appropriate for all persons, and it is not possible for the Government Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI Document. Each Empanelled Laboratory should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI Document and where necessary obtain independent advice from appropriate sources. The Government Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI Document.

The Government Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI Document.





Chapter-1

**NOTICE INVITING TENDER AND PROPOSAL INFORMATION SHEET**

The Director General, Medical Health and Family Welfare Uttarakhand, Dehradun, Danda Lakhound, Sahastradhara Road, Dehradun invites technical proposal for providing Undertaking testing for Covid-19 - RAPID ANTIGEN TEST in Uttarakhand at Urban, Sub-Urban and Rural areas, with functionality for One year.

Email: [dghealth.uttarakhand@gmail.com](mailto:dghealth.uttarakhand@gmail.com)/[mhvuttarakhand@yahoo.com](mailto:mhvuttarakhand@yahoo.com)

All below events are subjected to including Directorate of Health, Government of Uttarakhand Danda Lakhond, P.O. Gujarada Sahastradhara Road, Dehradun 248001 Uttarakhand

**Schedule of Description for events and Dates**

Sl No.	Description of Events	Date and Time	Place
1	Date of Publishing of the tender	13/11/2021	Newspaper and Website portal <a href="http://www.ukhfws.org">www.ukhfws.org</a>
2	EOI Submission Start date	13/11/2021	Office of DGMH&FW
3	EOI submission last date time	29/11/2021 at 2:00 PM	Room No. 13 Office of DGMH&FW
4	Cost of EOI	Rs 10000/-	Office of DGMH&FW
5	Technical Evaluation	29/11/2021 at 3:00 PM	Office of DGMH&FW, Uttarakhand
6	Empanelment option Evaluation (if needed)	Will be intimated	Office of DGMH&FW, Uttarakhand

**Important information and related documents to be submitted :-**

1. Agencies can download the tender documents from the DGMH&FW web site and submit document in Hard copy.
2. Kindly read the instructions carefully as en where mentioned follow the instructions, qualification criteria are mentioned; documentation should be accordingly.
3. Indexing document including paging is essential. **Unnecessary documentation should be avoided.**
4. The tender paper will be rejected if the Empaneled Laboratory changes any clause or Appendix of the bid document downloaded from the website.
5. Bid validity is 30 days, however may be subjected to extension on approval from the Empaneled Laboratory.

**Kindly submit the following in original on due date before time in a single envelope consisting of empanelment criteria related document and two other sealed envelope consisting of serial 6 & 7 in one envelope and 8 an 9 in the other envelope. If the same is not mentioned, then the bid is likely to be cancelled.**

6. ***Bid Security Declaration- Bid Security is exempted as per the Uttarakhand Government Order No.- 121/XXVII(7)/21-32/2007 TC dated 20.04.2021. Empaneled Laboratory has to submit the Bid Security Declaration form as per Appendix 7.***
7. ***Cost of EOI Rs. 10000/- Draft in the favour of Director General Medical Health and Family Welfare, Uttarakhand, Dehradun.***
8. ***Rs. 100/- Affidavit to be submitted in original mentioning acceptance of the proposal as per Appendix-1.***
9. ***Power of Attorney in Rs 100/ stamp paper in favour of authorized signatory.***





## Chapter-2 Introduction

Corona viruses are a family of RNA viruses that can cause illnesses such as the common cold, severe acute respiratory syndrome (SARS) and Middle East respiratory syndrome (MERS). In 2019, a corona virus was identified as the cause of a disease outbreak that originated in China in city of Wuhan. The virus is now known as the Severe Acute Respiratory Syndrome Corona virus 2 (SARS-CoV-2). In March 2020, the World Health Organization (WHO) declared the COVID-19 outbreak a pandemic. Public health groups, including the U.S. Centers for Disease Control and Prevention (CDC) and WHO, were monitoring the pandemic and posting updates.

Scientists around the world are tracking changes in the virus that causes COVID-19. Their research is helping experts understand whether certain COVID variants spread faster than others, how they might affect your health, and how effective different vaccines might be against them.

Signs and symptoms of corona virus disease 2019 (COVID-19) may appear two to 14 days after exposure. This time after exposure and before having symptoms is called the incubation period. Common signs and symptoms can include Fever, Cough and Tiredness. However, early symptoms of COVID-19 may include a loss of taste or smell. Other symptoms can include: Shortness of breath or difficulty breathing, Muscle aches, Chills, Sore throat, Runny nose, Headache, Chest pain, Pink eye (conjunctivitis), Nausea, Vomiting, Diarrhoea aswell Rash. The severity of COVID-19 symptoms can range from very mild to severe. Some people may have only a few symptoms, and some people may have no symptoms at all. Some people may experience worsened symptoms, such as worsened shortness of breath and pneumonia, about a week after symptoms start. People who are older have a higher risk of serious illness from COVID-19, and the risk increases with age. People who have existing medical conditions also may have a higher risk of serious illness. Certain medical conditions that may increase the risk of serious illness from COVID-19 include: Serious heart diseases, such as heart failure, coronary artery disease or cardiomyopathy, Cancer, Chronic obstructive pulmonary disease (COPD), Type 1 or type 2 diabetes, Overweight, obesity or severe obesity, High blood pressure, Smoking, Chronic kidney disease, Sickle cell disease or thalassemia, Weakened immune system from solid organ transplants, Pregnancy, Asthma, Chronic lung diseases such as cystic fibrosis or pulmonary fibrosis and Liver disease, Down syndrome, Weakened immune system from bone marrow transplant, HIV or some medications, Brain and nervous system conditions, Substance use disorders.

This list is not all inclusive. Other underlying medical conditions may increase your risk of serious illness from COVID-19.

Risk factors for COVID-19 appear to include:

- Close contact (within 6 feet, or 2 meters) with someone who has COVID-19
- Being coughed or sneezed on by an infected person

You can take additional steps to reduce your risk of infection. WHO and CDC recommend following these precautions for avoiding exposure to the virus that causes COVID-19:

- Avoid close contact (within about 6 feet, or 2 meters) with anyone who is sick or has symptoms.
- Keep distance between yourself and others (within about 6 feet, or 2 meters). This is especially important if you have a higher risk of serious illness. Keep in mind some people may have COVID-19 and spread it to others, even if they don't have symptoms or don't know they have COVID-19.
- Avoid crowds and indoor places that have poor ventilation.
- Wash your hands often with soap and water for at least 20 seconds, or use an alcohol-based hand sanitizer that contains at least 60% alcohol.
- Wear a face mask in indoor public spaces and outdoors where there is a high risk of COVID-19 transmission, such as at a crowded event. Further mask guidance differs depending on whether you are fully vaccinated or unvaccinated. Surgical masks may be used if available. N95 respirators should be reserved for health care providers.



- Cover your mouth and nose with your elbow or a tissue when you cough or sneeze. Throw away the used tissue. Wash your hands right away.
- Avoid touching your eyes, nose and mouth.
- Avoid sharing dishes, glasses, towels, bedding and other household items if you're sick.
- Clean and disinfect high-touch surfaces, such as doorknobs, light switches, electronics and counters, daily.
- Stay home from work, school and public areas if you're sick, unless you're going to get medical care. Avoid public transportation, taxis and ride-sharing if sick.

If you have a chronic medical condition and may have a higher risk of serious illness, check with your doctor about other ways to protect yourself.

As per WHO globally, 16 May 2021, there have been 162,177,376 confirmed cases of COVID-19 exists, with 3,364,178 deaths. In America there are 3,25,74,504 Positive cases of COVID and in India 24,68,407 cases of which 5,79,664 deaths have been reported in America and in India 2,70,284 deaths reported in Uttarakhand 2,87,286 COVID -19 cumulative positive cases have been reported of which 1,98,530 have been cured. Total no. of cumulative samples taken is 39,74,947. As of 16th May 2021 21,224 samples sent for testing and of which 4496 are positive and 5034 cases recovered. Total existing active cases are 78,802; sample positivity 6.74% with recovery percentage 69.11%. As of 11 May 2021, a total of 1,264,164,553 vaccine doses have been administered worldwide.

During the previous year government to the capacity of ovid testing, external agencies were hired. Because of increase in number testing, identification of Covid Positive Patients was possible and soon GoUK was able to reduce the cases. However, in the second wave of corona, due to previous years of continued agreement and virtual increase in testing capacity of Hospitals Government, resulted increased Testing. This resulted in curtailment of sudden spike in the number of cases. However, as of today dated 12/6/21 there 463 positive cases identified today, 695 recovered, recovery percentage is 94.5%, existing positive cases 5021 and sample positivity now is 6.60% .

Government of Uttarakhand has to prepare itself for the third wave, whereby testing, Tracing and treatment strategy needs to be well planned and instituted as early as possible. Though health department has increased its capacity of testing but still we have to prepare ourselves for the surge, as during hard times testing could be augmented. In order to be ready to address this surge the tender is being floated to undertake COVID testing at prescribed rates.





## Chapter-3

### Scope of the Project

- 3.1. It is proposed to undertake testing of RAPID ANTIGEN TEST testing in Uttarakhand in Hilly and plain areas of Urban, Sub Urban and Rural Districts. The objective is to increase the testing to identify the cases and control the spread of pandemic.

The Empanelled Laboratory qualifying the qualification criteria laid down shall be empanelled to work in Uttarakhand state in cluster/or else decided by DGMH&FW.

- 3.2. The Testing has to be performed as per the guidelines issued by GOI or GoUK time to time, present testing rates including TAT are attached as Appendix- 8. These tests are performed on the spot to exclude Covid patients.
- 3.3. The results shall be known to the individual and Government authority and uploaded timely in the ICMR portal.

#### **3.4. Responsibilities of The Empanelled Laboratory**

- 3.4.1. The Empanelled Laboratory shall keep necessary equipment along with necessary infrastructure ready for testing. Place its team in the respective District at the advice of the CMO of the District and conduct RAPID ANTIGEN TEST as per Government Uttarakhand Guidelines for Testing for COVID-19. The Empanelled Laboratory shall have to ensure testing at the site allotted by CMO at designated sites by the Chief Medical Officer (CMO) of the respective District. Selective testing shall be done and shall be necessitated with Thermal scanning of the individuals.
- 3.4.2. The Empanelled Laboratory shall recruit, at its own cost, the necessary manpower, subject to fulfilment of minimum academic and professional qualifications as specified with requisite registration in Uttarakhand State Medical or Paramedical Councils for the management testing and timely uploading of results in the website.
- 3.4.3. 5-10 % of the positive samples shall be sent for genome sequencing and reported to DGMH&FW weekly. In case of noncompliance shall result in deduction to the tune of 10% on the bill amount of the concerned month.
- 3.4.4. All the reports need to be Bar coded /QR coded on the RAPID ANTIGEN TEST reports.
- 3.4.5. Advise the authority on necessary changes to be made in route plan in the district.
- 3.4.6. In case of any Surgical Thrust thermal scanning shall have to be performed alongwith RAT testing and shall have recommendation of the respective person monitoring at the site.

#### **3.5 User Charges & Billing**

- i. The Empanelled Laboratory shall undertake RAPID ANTIGEN TEST samples from the allotted area by the District CMO for testing. The bills shall be raised to the CMO of the District based on charges as applicable by the GO for the RAPID ANTIGEN TEST as per GOUK order 476/XXVIII-1/21-01(06/2020) TC Dated 8th May 2021. However, these rates shall be revised time to time and the empanelled firm shall be liable to continue to work at the revised rates.
- ii. After shall be the responsibility of the concerned District CMO for verification and monitoring. Tests performed shall be uploaded on the ICMR website or as needed. Based on the reporting Time on Turn Around Time (TAT) laid down, payments shall be made after deduction. As per TAT the results have to be uploaded within 24 hours. If results are not uploaded within 24 hrs, a deduction to the tune of 20% shall be levied, if results are uploaded after 48 hours a deduction of 40% shall be levied.
- iii. All the tests uploaded shall be considered, reporting time shall be considered of utmost Importance for release of Payment.



- iv. Monitoring at the sites or Border areas shall be conducted necessarily by the CMO of the District and bills verified by the concerned monitoring these sites.
- v. The payment shall be made by at the District level after the established committee approves of the payment considering the TAT and existing rates within one month of submission of the bills. The Members of the Committee shall include
  - a. CMO of the District
  - b. ACMO/District Surveillance officer
  - c. A representative of the DM of the District
- vi. It shall be the responsibility of the District CMO to monitor the onsite testing by the concerned Laboratory by appointing a person to monitor the testing on site.

### 3.6 Human Resources

- (i) The Empanelled Laboratory shall recruit and manage all the required personnel including Pathologist/ Microbiologist and Lab technicians and other Para medical and support staff. They should be registered in Uttarakhand in the respective council.
- (ii) All the personnel required to operate the facility would be on the rolls of the Private Partner and all salary, perks etc will be paid by the Empanelled Laboratory.
- (iii) All staff shall be registered for ESI and necessary insurances by the company, staff employed shall not be responsibility of the Government.
- (iv) The following minimum number of personnel with minimum qualification and experience would require to be provided by the Private Partner.
- (v) The Empanelled Laboratory should have its own Laboratory with requisite licensing with ICMR and NABL.
- (vi) The staff should be as per requisite need including space and follow necessary guidelines of Government of INDIA
- (vii) Should be registered with Pollution Control Board, following Bio Medical waste Management guidelines and have its own STP plant at the testing site.
- (viii) Follow Covid guidelines as laid down for testing of suspects and non-suspects. like wearing of mask, PPE Kit, Social distancing

### 3.7 Contract Period

- a) Considering the unique nature of the project the project is proposed for one year.
- b) This period shall be extended based on the need.

### 3.8 Key Performance Indicators (KPIs) apart from TAT

Following Key Performance Indicators (KPIs) shall be used to monitor performance of the Empanelled Laboratory. In case of any deviations penalties shall be imposed as indicate below and bills shall be produced by the CMS after doing necessary deduction as below to be presented before the Project operations committee:

S. No	Description	Desired Level to be achieved	Penalty
1	RAPID ANTIGEN TEST shall be done at the allocated site decided by the CMO of the concerned district.	100%	Penalty shall be deducted 5% of the total bill raised from the previous month bills in case of non-collection or refusal
2	Requisite staff should be registered with state council and available all the time on site or as en when required	100% uptime	Penalty shall be deducted 5% of the total bill raised from the previous month bills
3	All tests uploaded should be uploaded in ICMR website with QR Code, Adhar card and contact details.	100%	Malpractice shall not be allowed. If data uploaded do not match then shall lead to forfeiture of the bills of that particular month and Blacklisting shall be



			enforced.
4	Complaints	Zero Complaints	Review of complaints shall be done by respective District CMO by a committee Penalty shall be imposed and would be treated as event of default by the Pathology Center and contract shall be terminated.
5	State Clinical regulatory act, Biomedical waste management and other essential licenses shall be arranged	Related documents regarding Licenses should be submitted	2 % deduction in total bill shall be deducted in case such licenses are not renewed timely or submitted.
6	Immediate uploading of Tests	Immediate	As per GOUK orders, released time to time.
7	5-10 % of the positive samples shall be sent for genome sequencing and reported to DGMH&FW weekly.		In case of noncompliance shall result in deduction to the tune of 10% on the bill amount of the concerned month.

The Empanelled Laboratory shall be responsible to follow guidelines for CEA, ICMR, PCB and BMW etc. else Government shall impose penalty accordingly. Further, DGMH&FW shall further decide on penalties. The laboratory should be registered with ICMR and NABL certification. Disposal from of Biomedical Waste generated shall be as per the COVID guidelines for BMW at the site.

**3.9 Licensing, registration and NABL accreditation**

The Empanelled Laboratory shall ensure registration with State Clinical regulatory act, biomedical waste management and other licenses as essential or required.  
 The Lab should be approved by ICMR.  
 Empanelled Laboratory shall also ensure NABL accreditation for the respective center.

**3.10 Liability**

Empanelled Laboratory shall be responsible for all acts of its staff and its outcome. He shall be responsible for and pay compensation or damages as decided in any case proved to be responsible for its act. Hence, replacement and change in staff or needed sites should be informed timely to the Office of DGMH&FW as well as District CMO.



**Chapter: 4**  
**Eligibility Criteria for submission and Technical Qualification**


Sl. No	Criteria	Criteria Whether Met	Reference Details: to certified and signed by competent authority
1	The Empaneled Laboratory is a Laboratory, registered with necessary registration in India	Yes /No	Shall submit related Document including certification of incorporation or related document like Startup etc.
2	Empaneled Laboratory must have all legal registration like GST/PAN and or TAN	Yes/No	Certificate of registration
3	Clinical Registration act 2010 (for the respective center) from any state	Yes/No	Self attested certificate
3	Empaneled Laboratory should be approved by ICMR and NABL accredited	Yes / No	Certified Certificate
4	The Empaneled Laboratory should have a minimum average turnover of Rs. One crore in last one year	Yes / No	CA signed audited report of the financial year 20-2021 CA Signed audit report shall be submitted
5	The Empaneled Laboratory should have positive net worth as on March 31 <sup>st</sup> 2021	Yes / No	CA signed audited report.
6	The Empaneled Laboratory must not be blacklisted by any government entity due to Empaneled agencies event of default at the time of proposal due date.	Yes / No	Declaration in the form affidavit (Rs100/) from the Empaneled Laboratory. In case any declaration is found to be wrong or misleading, Empaneled Laboratory(s) shall be disqualified.

Experience will be taken only for the Units owned and/or operated by the Empanelled Laboratory under a service agreement with the government or with any other organization. **Avoid unnecessary documentation, all documents should be signed and stamped as per needed documents and as per the qualification criteria. Indexed with paging is essential.**

**Key submissions**

**Tests of responsiveness before technical evaluation**

Prior to technical evaluation of Proposals, DGMH&FW will determine whether each Proposal is responsive to the requirements of the EOI Document. A Proposal shall be considered responsive if

- 
- a) Proposal is received by the Proposal Due Date and time.
  - b) Have submitted the proposal fees in the form of Draft before the proposal due date as mentioned.
  - c) Acceptance of the EOI and Power of Attorney for signing the proposal as required.
  - d) It contains the information and documents as requested in the EOI Document as per qualification criteria.
  - e) Should contain information in formats specified in the EOI Document.
  - f) It mentions the proposal validity period as set out.



- g) There should be no inconsistencies between the Proposal and the supporting documents.

## Chapter 5.

### Instructions to the Empanelled Laboratory

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#### A. General

##### Scope of Proposal

Directorate of Medical Health & Family Welfare, Government of Uttarakhand, (hereinafter referred to as "DGMH&FW") invites detailed proposals (Key Submissions, Technical and Empanelment option Proposal, together referred to as 'Proposal') from Applicants, fulfilling the qualification criteria as set in this EOI, to undertake testing of Covid-19 for RAPID ANTIGEN TEST testing in Uttarakhand

- 5.1 The Proposals would be evaluated on the basis of the evaluation criteria set out in this EOI Document in order to identify the successful Empanelled Laboratory for the Project ("Successful Empanelled Laboratory"). The Successful Empanelled Laboratory would then have to enter into an agreement with CMO of the District and perform the obligations as stipulated therein, in respect of the Project.
- 5.2 Terms used in this EOI Document which have not been defined herein shall have the meaning ascribed thereto in the Service Level Agreement.

##### 5.2 Empanelled Laboratory

No consortium shall be allowed.

##### 5.3 Number of Proposals

Empanelled Laboratory shall submit only one (1) Proposal for the Project in response to this EOI Document for Covid testing in all Districts. Any Empanelled Laboratory, which submits or participates in the same project with more than one Proposal or in any Partnership, shall be disqualified.


##### 5.3 Proposal Preparation Cost

The Empanelled Laboratory shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding such costs, regardless of the conduct or outcome of bidding.

##### 5.4 Clarifications

Empanelled agencies requiring any clarification on the EOI Document may notify DGMH&FW in writing or by facsimile within such date as specified in the Schedule of Bidding Process.

##### 5.6 Amendment of EOI documents

- 
- 5.6.1 At any time prior to the Proposal Due Date, DGMH&FW may, for any reason, whether at its own initiative or in response to clarifications requested by a Empanelled Laboratory, modify the EOI Document by the issuance of Addenda.
- 5.6.2 Any Addendum thus issued will be binding upon them. Empanelled agencies shall promptly acknowledge receipt thereof to DGMH&FW.

- 5.6.3 In order to afford Empanelled agencies reasonable time in which to take and Addendum into account, or for any other reason, DGMH&FW may, at its own discretion, extend the Proposal Due Date.

## **B. Preparation and Submission of Proposal**

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### **5.5 Language and Currency**

- 5.5.1 The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Empanelled Laboratory with the Proposal may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 5.5.2 The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

### **5.6 Bid Security**

Bid Security Declaration- Bid Security is exempted as per the Uttarakhand Government Order No.- 121/XXVII(7)/21-32/2007 TC dated 20.04.2021. Empanelled Laboratory has to submit the Bid Security Declaration form as per Appendix 7.

### **5.7 Validity of Proposal**

- 5.7.1 The Proposal shall indicate that it would remain valid for a period not less than 30 days (one month) from the Proposal Due Date (Proposal Validity Period). DGMH&FW reserves the right to reject any Proposal that does not meet this requirement.
- 5.7.2 Prior to expiry of the original Proposal Validity Period, DGMH&FW may request that the Empanelled agencies extend the period of validity for a specified additional period. An empanelled Laboratory agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security Declaration for the period of extension.

### **5.8 Project Inspection / Site Visit**

Empanelled agencies may carry out Project Inspection/Site Visit at any time at their own cost.

### **5.9 Empanelled Laboratory's Responsibility**

- 5.9.1 The Empanelled Laboratory is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of EOI Document will be at the Empanelled Laboratory's own risk.
- 5.9.2 It would be deemed that prior to the submission of Proposal, the Empanelled Laboratory has:
- (a) made a complete and careful examination of requirements, and other information set forth in this EOI Document;
  - (b) received all such relevant information as it has requested from DGMH&FW; and
  - (c) made a complete and careful examination of the various aspects of the Project including but not limited to:
    - (i) the Project site



- (ii) the conditions of the access roads and utilities in the vicinity of the Project Site
- (iii) conditions affecting transportation, access, disposal, handling and storage of the materials
- (iv) clearances obtained by DGMH&FW for the Project where ever required; and
- (v) all other matters that might affect the Empanelled Laboratory's performance under the terms of this EOI Document.

DGMH&FW shall not be liable for any mistake or error or neglect by the Empanelled Laboratory in any respect.

**All correspondence / enquiries should be submitted to the following in writing by fax /post / courier:**

ATTN. OF: The Director General  
ADDRESS: Directorate of Medical Health & Family Welfare  
Danda Lakhond , P.O. Gujrara,  
Sahastradhara Road , Dehradun – 248 001  
Phone 0135-2608763, 013-2608746

### **1.12 Format and Signing of Proposal**

1.12.1 Empanelled agencies would provide all the information as per this EOI Document and in the specified formats. DGMH&FW reserves the right to reject any Proposal that is not in the specified formats.

1.12.2 The Proposal should be submitted as follows:

#### **Part 1: Key Submissions, which would include:**

- i. Format for Acknowledgement of EOI Document as per Appendix 1
- ii. Covering Letter cum Project Undertaking as per Appendix-2 stating the Proposal Validity Period
- iii. Anti-Collusion Certificate as per Appendix 3
- iv. All documents referred in qualification criteria
- v. Bank Draft towards cost of EOI document
- vi. Power of attorney for signing the application and other affidavits needed as mentioned in EOI.

#### **Part 2: Technical Proposal**

The Empanelled Laboratory shall submit signed in original hard copies of each of the documents.

5.13.3 The originals of the aforementioned documents & any other documents forming part of the Technical Bid/Proposal shall be clearly marked –

**“Technical Proposal Original Documents – Testing Covid-19 RAPID ANTIGEN TEST Testing In Uttarakhand in service mode.”**

in a sealed envelope and hand delivered, on or before the bid submission date & time for empanelment, to the address below:



**Director General, Medical Health and Family Welfare,  
Government of Uttarakhand Directorate of Health,  
Danda Lakhond, P.O. Gujarada  
Sahastradhara Road, Dehradun 248001  
Uttarakhand**

## 1.13 PARTICIPATION IN BID:

The Empanelled Laboratory intending to participate in the bid is required to submit a Single big envelope consisting of technical proposal in hard copy along with bid security certificate in and Cost of EOI and second envelope consisting of notarised stamped affidavit.

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The Procurement Officer- Publisher (Officer Inviting the Tender) or other concerned officers authorized to receive the original Bid Security declaration and Bid certificate on behalf of the Procurement Officer - Publisher shall not be responsible for any postal delay and / or non-receipt of the original copy of the Bid Security declaration on or before specified date and time. Non submission of Bid Security declaration within the in all period shall debar the Empanelled Laboratory from participating. His name shall also be informed to the registering authority for cancellation of his registration as Contractor.

### 5.19 SUBMISSION OF BID

- a) Empanelled Laboratory shall carefully go through the tender conditions and prepare required documents accordingly. The bid will be invited in accordance with Uttarakhand Procurement Rules 2008 and the amendment issued in 2017.

### 5.20 RESUBMISSION AND WITHDRAWAL OF BIDS

- i. Resubmission of bid by the Empanelled agencies for any number of times before the final date and time of submission is allowed.
- ii. Resubmission of bid shall require submitting the hard copy as mentioned earlier.
- iii. The Empanelled Laboratory should avoid submission of bid at the last moment.
- iv. The Empanelled Laboratory can withdraw his bid before the closure date and time of receipt of the bid by submitting copy of a letter addressing to the Procurement Officer and Publisher (Officer Inviting Tender) citing reasons for withdrawal. Bids once submitted will not be allowed to withdraw after the closure date and time.

### 5.21 SIGNATURE ON THE BID AND IT'S CORRECTION

- i. All the documents submitted as part of the Bid are required to be signed and stamped by the Empanelled Laboratory.
- ii. Any interlineations, crasures, or overwriting will be valid only if they are signed by the authorized signatory of the Empanelled Laboratory.
- iii. The DGMH&FW shall not be responsible for any delays, in submission of Bids, loss or non-receipt of Bids.

### 5.22 Proposal Due Date

- i. Proposals should be submitted before Proposal Due Date mentioned in the Schedule of empanelment Process, to the address provided in aforementioned Clauses in the manner and form as detailed in this EOI Document. Applications submitted by either facsimile transmission or telex will not be acceptable.
- ii DGMH&FW, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum.
- iii Any Proposal received by DGMH&FW after the stipulated schedule shall be rejected. Due Date will be returned unopened to the Empanelled Laboratory.

### 5.23 MODIFICATION AND WITHDRAWAL OF PROPOSAL



The Empanelled Laboratory may modify or withdraw its Proposal after submission, provided that written notice of the modification or withdrawal is received by DGMH&FW before the Proposal Due Date. No Proposal shall be modified or withdrawn by the Empanelled Laboratory after the Proposal Due Date.

## 5.25 TEST OF RESPONSIVENESS


Page |

- i. Prior to evaluation of Proposals, DGMH&FW will determine whether each Proposal is responsive to the requirements of the EOI Document. A Proposal shall be considered responsive if
  - (a) it is received by the Proposal Due Date.
  - (b) it is signed, sealed, and marked as stipulated earlier.
  - (c) it contains the information and documents as requested in the EOI Document.
  - (d) it contains information in formats specified in the EOI Document.
  - (e) it mentions the proposal validity period as set out.
  - (f) it provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by DGMH&FW without communication with the Empanelled Laboratory). DGMH&FW reserves the right to determine whether the information has been provided in reasonable detail.
  - (g) there are no inconsistencies between the Proposal and the supporting documents.
- ii. A Proposal that is substantially responsive is one that conforms to the requirements without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way, the scope, quality, or performance of the Project, or which limits in any substantial way, inconsistent with the EOI Document, DGMH&FW's rights or the Empanelled Laboratory's obligations under the Management Agreement, or which would affect unfairly the competitive position of other Empanelled agencies presenting substantially responsive bids.
- iii. DGMH&FW reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by DGMH&FW in respect of such Proposals.
- iv. Conditional proposal shall not be considered. Any bid found to contain conditions attached, will be rejected.

## 5.24 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Empanelled agencies shall not be disclosed to any person not officially concerned with the process. DGMH&FW will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. DGMH&FW will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

## 5.25 Clarifications



To assist in the process of evaluation of Proposals, DGMH&FW may, at its sole discretion, ask any Empanelled Laboratory for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

## 5.26 Proposal Evaluation

- i. To assist in the examination, evaluation, and comparison of Proposals, DGMH&FW may utilize the services of consultant/s or advisor/s.

- ii. The technical proposals of only those applicants who have been shortlisted at the EOI stage will be considered.

The Empanelled Laboratory shall attach the relevant documentation to demonstrate the continued eligibility for the project i.e. the attested true copies of Financial Capability Certificates,

Page |

Proposal Evaluation, the Key Submissions submitted by the Empanelled agencies shall be checked for responsiveness with the requirements of the EOI Document. The evaluation of Technical Proposal of a Empanelled Laboratory shall be taken up only after the contents of the Key Submissions are found to meet the requirements of this EOI Document. DGMH&FW reserves the right to reject the Proposal of a Empanelled Laboratory without opening the Technical Proposal if the contents of Key Submissions are not substantially responsive with the requirements of this EOI Document.

### 5.27 Notifications

DGMH&FW will notify the Successful Empanelled Laboratory by facsimile and by a letter that its Proposal has been accepted.

### 5.28 DGMH&FW's Right to Accept or Reject Proposal

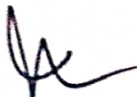
1. DGMH&FW reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.
2. DGMH&FW reserves the right to reject any Proposal if:
  - (a) at any time, a material misrepresentation is made or uncovered;
  - (b) the Empanelled Laboratory does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.
  - (c) take any such measure as may be deemed fit in the sole discretion of DGMH&FW, including annulment of the bidding process.

### 5.29 ACKNOWLEDGEMENT OF LETTER OF ACCEPTANCE AND EXECUTION OF AGREEMENT

- 5.29.1 Within two (2) weeks from the date of issue of the LOA, the Preferred Empanelled Laboratory shall acknowledge the receipt of LOA.
- 5.29.2 The Successful Empanelled Laboratory shall execute the Management Agreement within two (2) weeks of the issue of LOA or such time as indicated by DGMH&FW.
- 5.29.3 DGMH&FW will promptly notify other agencies that their Proposals have been unsuccessful.

### 5.32 PERFORMANCE SECURITY

- 31.1 CMO of the respective District shall decide the Performance security based on the annual cost which shall be 3% of the total annual cost. Bidder shall submit Performance security valid for one year by way of an irrevocable Bank Guarantee issued by a scheduled Nationalised bank located in India in favour of Director General Medical Health and family Welfare, Dehradun as required under the Management Agreement.





- 21.2 The Performance Security shall be in the form of an irrevocable Bank Guarantee in favour of DGMH&FW, as per the format set out in Appendix. The Performance Security would be valid for one year and renewable on extension of the Project.
- 31.3 It shall be the sole responsibility of the Empanelled Laboratory to renew the Bank Guarantee if the project is extended beyond one year.
- 31.4 The Performance guarantee shall be forfeited and en-cashed in case of failure to acknowledge.

### 5.30 Negligence

In case of any complaint by the patient or his attendance failure to submit correct report, the respective case shall be evaluated by the DGMH&FW represented by the committee, if it is found that there is any negligence on part of the staff of the Empanelled Laboratory, sole responsibility shall be of the Empanelled Laboratory. In case of any decision of court or arbitration the Empanelled Laboratory is bound or liable to follow the said decision and bear the consequences accordingly.

## Chapter-6 Terms and Conditions

### **Signing of Contract**

The Authority shall issue the Letter of Award of Contract to the successful Empanelled Laboratory within the bid validity/extended bid validity period. And the successful Empanelled Laboratory will be required to submit Performance Security, sign and submit the contract unconditionally within 15 days of receipt of such communication.

### **Modification to Contract**

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties.

#### **1. Compliance of Minimum Wages Act and other statutory requirements**

The Empanelled Laboratory shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The Empanelled Laboratory shall also comply with all other statutory provision all legal liability of the services provided shall be the responsibility of the Empanelled Laboratory. The Empanelled Laboratory shall maintain confidentiality of medical records of patients and shall make adequate arrangement for cyber security.

#### **2. Income Tax Deduction at Source**

Income tax and GST deduction at source shall be made at the prescribed rates from the Empanelled Laboratory's bills. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

#### **3. Periodicity of Payment**

The payment will be made on monthly basis after the submission of bills through NEFT/RTGS through PFMS platform for all invoices raised. The Authority shall give standing instructions to the bank for implementation of this requirement. The Empanelled Laboratory will raise its invoice on completion of services during this

period duly accompanied by evidences of services provided. The payment will be subject to TDS as per rules and other statutory deductions applicable as per law.

4. **Damages for Mishap/Injury**

The Authority shall not be responsible for damages of any kind or for any mishap/ injury/accident caused to any personnel/property of the Empanelled Laboratory while performing duty in the purchaser's / consignee's premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by Empanelled Laboratory.

Page |

5. **Termination of Contract.**

The Authority may terminate the contract, if the successful Empanelled Laboratory withdraws its tender after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual obligations. In that event, the Authority will have the right to purchase the services from next eligible Empanelled Laboratory and the extra expenditure on this account shall be recoverable from the defaulter. The earnest money and the performance security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the purchaser.

6. **Arbitration**

If dispute or difference of any kind shall arise between the Authority and the firm/ contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

- a. If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the Authority or the firm/contractor may give notice to the other party of its intention to commence arbitration, as herein after provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the Director General Health and Family Welfare, Uttarakhand, Dehradun as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by the DGMH&FW to act as Arbitrator.
- b. Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Purchaser or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- c. Venue of Arbitration: The venue of arbitration shall be the Director General office at Danda Lakhound, Sahastradhara Road, Dehradun.

7. **Applicable Law and Jurisdiction of Court:**

The contract shall be governed by and interpreted in accordance with the laws of India and instructions issued by Govt. of India for the time being in force. The Court located at Dehradun/ Nainital. The place of issue of contract shall have jurisdiction to decide any dispute arising out of in respect of the contract. It is specifically agreed that no other Court shall have jurisdiction in the matter.



## 8. Other Terms & Conditions

- a) The Project will be awarded for one year from the date of signing of Contract and the Empanelled Laboratory shall be obliged to manage and operate the Project in accordance with the provisions of a Contract Agreement and terms and conditions therein. It could be cancelled at any time after providing an opportunity of hearing Page 1 by the Authority, in case the Empanelled Laboratory does not follow the rules, regulations and terms and condition of the contract.
- b) Commissioning: The Empanelled Laboratory shall commission the testing of RAPID ANTIGEN TEST testing immediately within 15 days after signing of the contract by both parties. Failing to do so, the penalty to the extent of 0.5% of the Performance Security for each day of delay shall be imposed or may be recovered from monthly bill.



Appendix I

Format for Acknowledgement of EOI Document and  
Notification of Intent to Submit Proposal

Page |

Date :

To

The Director General  
Directorate of Medical Health & Family Welfare  
Danda Lakhond,  
P.O. Gujrara  
Sahastradhara Road, Dehradun

Re: Proposal for Testing Covid-19 RAPID ANTIGEN TEST testing in Uttarakhand.

The undersigned hereby acknowledges and confirms receipt of Expression of interest (EOI) Document for the captioned project from DGMII&FW and conveys its intention to submit a Proposal for the Project.

.....  
Name of the Laboratory

.....  
Signature of the Authorised Person

.....  
Name of the Authorised Person

Note:

- On Rs.100/- stamp Paper.
- To be signed by authorized signatory.





Annexure-2

Format for Covering Letter cum Project Undertaking

To,

The Director General  
Directorate of Medical Health & Family Welfare  
Danda Lakhond,  
P.O. Gujrara  
Sahastradhara Road, Dehradun

Re: Proposal for Testing Covid-19 RAPID ANTIGEN TEST testing in Uttarakhand.

Madam,

We have read and understood the Expression of interest (EOI) Document in respect of the Project provided to us by DGMH&FW. We hereby submit our Proposal for the captioned project.

We are enclosing our Proposal with the details as per the requirements of the EOI Document, for your evaluation.

We confirm that our Proposal is valid for a period of 30 days (one months) from ..... (Proposal Due Date).

Further, we confirm that we continue to be eligible as per the requirement of the EOI Document.

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the Service Level Agreement, a draft of which also forms a part of the EOI Document provided to us.

Dated this .....Day of ....., 2021

Name of the Laboratory

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

Note:

- On the Letterhead of Laboratory.



Appendix 3

Format for Anti-Collusion Certificate

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Empanelled Laboratory or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or Laboratory in connection with the instant Proposal.

We further declare that we have not been blacklisted, debarred by any State or Central government /PSU/Corporation or any other govt. entity.

Dated this .....Day of ....., 2021

Name of the Laboratory

.....  
Signature of the Authorised Person

.....  
Name of the Authorised Person





**APPENDIX 4**  
**Proforma of Bank Guarantee**

Page |

**THIS DEED OF GUARANTEE** executed on this the \_\_\_\_\_ day of \_\_\_\_\_  
at \_\_\_\_\_ by \_\_\_\_\_  
(Name of the Bank) having its Head/Registered office at \_\_\_\_\_  
hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the  
subject or context thereof include successors and assigns;

**In favour of**

Director General, Medical Health & Family Welfare, Government of Uttarakhand, having its  
office at Danda Lakhond, Sahastradhara Road, Dehradun – 248 001, hereinafter referred to as  
"DGMH&FW", which expression shall, unless repugnant to the context or meaning thereof  
include its administrators, successors or assigns.

**WHEREAS**

- A. By the Management Agreement entered into between CMO.....and, a company  
incorporated under the provisions of the Companies Act, 1956, having its registered office/  
permanent address at ("the Laboratory"), the Laboratory has been granted the Assignment  
to Proposal for Testing Covid-19 RAPID ANTIGEN TEST testing in Uttarakhand .
- B. In terms Management Agreement, the Empanelled Laboratory is required to furnish to  
CMO....., an unconditional and irrevocable bank guarantee for an amount of Rs.  
..... (Rupees ..... only ) as security for due and punctual performance/discharge of its  
obligations under the Management Agreement, relating to Project by the Empanelled  
Laboratory.
- C. At the request of the Empanelled Laboratory, the Guarantor has agreed to provide bank  
guarantee, being these presents guaranteeing the due and punctual performance/discharge  
by the Empanelled Laboratory of its obligations relating to the Project.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

- 1. Capitalized terms used herein but not defined shall have the meaning assigned to them  
respectively in the Management Agreement.
- 2. The Guarantor hereby irrevocably guarantees the due and punctual performance by  
M/s. \_\_\_\_\_ (hereinafter called "the Empanelled Laboratory") of all its  
obligations relating to the Project and in connection with achieving the project objectives  
by the Empanelled Laboratory in accordance with the Management Agreement.
- 3. The Guarantor shall, without demur, pay to CMO..... sums not exceeding in  
aggregate Rs..... (Rupees ..... only), within seven (7) calendar days of receipt of a  
written demand there for from CMO..... stating that the Empanelled Laboratory has  
failed to meet its obligations under the Management Agreement. The Guarantor shall not  
go into the veracity of any breach or failure on the part of the Empanelled Laboratory or  
validity of demand so made by CMO..... and shall pay the amount specified in the  
demand, notwithstanding any direction to the contrary given or any dispute whatsoever  
raised by the Empanelled Laboratory or any other Person. The Guarantor's obligations

hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, CMO..... shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the and conditions of the Management Agreement or other documents or by the extension of time for performance granted to the Empanelled Laboratory or postponement/non exercise/ delayed exercise of any of its rights by DGMH&FW or any indulgence shown by CMO..... to the Empanelled Laboratory and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by CMO..... or any indulgence shown CMO....., provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ unless discharged/ released earlier by CMO..... in accordance with the provisions of the Management Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. .... (Rs ..... only).
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Empanelled Laboratory/the Guarantor or any absorption, merger or amalgamation of the Empanelled Laboratory/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS  
HEREUNTO  
ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by \_\_\_\_\_ Bank by the  
hand of Shri \_\_\_\_\_  
its \_\_\_\_\_ and authorised official.





**APPENDIX 5**

**Format for Empanelment**

Date :

To,

The Director General  
Directorate of Medical Health & Family Welfare  
Dehradun – 248 001

**Re:** Proposal for Testing Covid-19 RAPID ANTIGEN TEST testing in Uttarakhand.

We are pleased to submit our **Proposal** for Testing Covid-19 RAPID ANTIGEN TEST testing in Uttarakhand.

We have reviewed all the terms and conditions of the Expression of interest (EOI) Document and will undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the EOI Document.

..... Name of the Laboratory

.....Signature of the Authorised Person

.....Name of the Authorised Person

Note:

- § *On the Letter head of the Empanelled Laboratory and to be signed by the Empanelled Laboratory.*
- § *In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.*



Appendix -6

Power of Attorney for signing of Application

(On a Stamp paper of appropriate value)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our EOI to Testing Covid-19 Testing Covid-19 RAPID ANTIGEN TEST testing in Uttarakhand and establish Set Up and Manage proposed sites, Government of Uttarakhand (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority. The Empanelled Laboratory shall ensure that the person shall be committed to completion of the Project and be responsible for all endeavours of the Project. Any Change shall be communicated to the DGMH&FW and no facts shall be hidden from DGMH&FW, in case if it is done so, DGMH&FW can take any action even termination of the Project midway.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS .....

DAY OF ..... 2.....

For .....

(Signature, name, designation and address) of person authorized by Board Resolution (in case of Firm/Company)/ Partner in case of Partnership Firm

Witnesses:

1.

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)



(Notarized)  
Person identified by me/ personally appeared before me/ signed  
before me/ Attested/ Authenticated\*

(\*Notary to specify as applicable)

Page |

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
- *The Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

#### APPENDIX 7

(Performa of Bid Security Declaration)

We,..... the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the borrower for the period of time of 5 years starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Have withdrawn our bid during the period of bid validity specified in the form of bid; or
- (b) Having been notified of the acceptance of our bid by the Employer during the period of bid validity, (i) fail or refuse to execute the contract, if required, (ii) fail refuse to furnish the Performance Security in accordance with the ITB, or (iii) fail or refuse to accept the arithmetical correction of our bid in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Empanelled Laboratory, upon the earlier of (i) our receipt of your notification to us of the name of the successful Empanelled Laboratory; or (ii) 45 days after expiration of our bid.

Date:

Authorised Signatory



ई: मेल द्वारा  
अति आवश्यक/महत्वपूर्ण

कार्यालय महानिदेशक, चिकित्सा स्वास्थ्य एवं परिवार कल्याण, उत्तराखण्ड  
डाण्डा लखौण्ड, पो0ओ0 गुजराड़ा, सहस्त्रधारा रोड़, देहरादून।

ई-मेल:—dghealth.uttarakhand@gmail.com, दूरभाष:—0135—2608763, फ़ैक्स:—0135—2608746

संख्या-21प/सा0/कोविड सेल/विविध/08/2020/  
सेवा में,

L-301

देहरादून दिनांक 03 नवम्बर, 2021

समस्त मुख्य चिकित्साधिकारी,  
उत्तराखण्ड।

विषय:— रैपिड एंटीजन टैस्टिंग की सेवाओं की दरों के पुनर्निर्धारण के सम्बन्ध में।  
महोदय,

उपरोक्त विषय सचिव, चिकित्सा स्वास्थ्य एवं चिकित्सा शिक्षा अनुभाग-1, उत्तराखण्ड शासन के कार्यालय ज्ञाप संख्या 1/13591/2021 दिनांक 26.10.2021 का सन्दर्भ ग्रहण करने का कष्ट करें (छायाप्रति संलग्न)। जिसके द्वारा कार्यालय ज्ञाप संख्या- 459/XXVIII-1/21-01(06)/2020टी0सी01 दिनांक 27 अप्रैल, 2021 के द्वारा रैपिड एंटीजन टैस्टिंग हेतु निर्धारित अधिकतम दर रुपये 300.00 (तीन सौ मात्र) को अतिक्रमित करते हुए, NABH/NABL Accredited निजी प्रयोगशालाओं में कोरोना वायरस के संक्रमण की रैपिड एंटीजन टैस्टिंग हेतु अधिकतम दर रुपये 275.00 (दो सौ पचहत्तर रुपये मात्र) निर्धारित की गयी है।

अतः उत्तराखण्ड शासन के उपरोक्त कार्यालय ज्ञाप (डिजिटल साईन कॉपी) दिनांक 26.10.2021 की छायाप्रति आपको इस निर्देशित के साथ प्रेषित की जा रही है कि उक्त कार्यालय ज्ञाप की तिथि 26.10.2021 से समस्त निजी प्रयोगशालाओं को रैपिड एंटीजन टैस्टिंग की अधिकतम दर रू 275.00(दो सौ पचहत्तर रुपये मात्र) लागू करवाना सुनिश्चित करें।  
संलग्न-उपरोक्तानुसार।

भवदीया,

(तृप्ति बहुगुणा)  
महानिदेशक

उक्त दिनांक।

संख्या-21प/सा0/कोविड सेल/विविध/08/2020/  
प्रतिलिपि: निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. सचिव, चिकित्सा स्वास्थ्य एवं चिकित्सा शिक्षा, उत्तराखण्ड शासन।
2. रजिस्ट्रार, उत्तराखण्ड आयुर्विज्ञान परिषद, उत्तराखण्ड, देहरादून।
3. निदेशक(भण्डार) स्वास्थ्य सेवा महानिदेशालय, देहरादून को उनके पत्र संख्या:-15प/भण्डार/99/2021/21228, दिनांक 24.09.2021 के क्रम में।
4. अध्यक्ष/सचिव, इण्डियन मेडिकल एसोसियेशन, उत्तराखण्ड, जनपद देहरादून।

(तृप्ति बहुगुणा)  
महानिदेशक



उत्तराखण्ड शासन  
चिकित्सा स्वास्थ्य एवं चिकित्सा शिक्षा अनुभाग-1  
देहरादून: दिनांक 26 सितम्बर, 2021  
कार्यालय-ज्ञाप

उत्तराखण्ड राज्य में कोविड-19 के संक्रमण के प्रभावी रोकथाम एवं टेस्ट की संख्या बढ़ाये जाने के उद्देश्य से महामारी अधिनियम 1897 एवं उत्तराखण्ड महामारी कोविड-19 विनियमावली 2020 के सुसंगत प्राविधानों के अन्तर्गत 'रैपिड एंटीजन टैस्टिंग' हेतु पूर्व निर्धारित समस्त दरों को अतिक्रमित करते हुए शासन द्वारा सम्यक विचारोपरान्त महानिदेशक चिकित्सा स्वास्थ्य एवं परिवार कल्याण, उत्तराखण्ड, देहरादून के पत्र संख्या-15प/भण्डार/99/2021/21228 दिनांक 24.09.2021 के क्रम में NABH/NABL accredited निजी प्रयोगशालाओं में कोरोना वायरस के संक्रमण की 'रैपिड एंटीजन टैस्टिंग' हेतु अधिकतम दर ₹ 275.00 (दो सौ पचहत्तर रुपये मात्र) निर्धारित की जाती है।

2- निजी प्रयोगशालाओं को सभी परीक्षण के पश्चात् आई0सी0एम0आर0 के पोर्टल पर रिपोर्ट दर्ज करने के अतिरिक्त संबंधित जिले के मुख्य चिकित्साधिकारी एवं स्टेट सर्विलान्स अधिकारी को रिपोर्ट की एक प्रति उपलब्ध कराना अनिवार्य होगा।

3- उक्त का उल्लंघन महामारी अधिनियम 1897 एवं उत्तराखण्ड राज्य महामारी कोविड-19 विनियमावली 2020 के संगत प्राविधानों का उल्लंघन माना जाएगा। उक्त के अतिरिक्त निजी प्रयोगशालाओं द्वारा कोविड-19 के संदर्भ में भारत सरकार/राज्य सरकार/आई0सी0एम0आर0 द्वारा समय-समय पर निर्गत दिशा-निर्देशों/आदेशों का पूर्णतः अनुपालन सुनिश्चित किया जायेगा।

(डा० पंकज कुमार पाण्डेय)  
सचिव।

प्रतिलिपि, निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. - निजी सचिव, मा० मुख्यमंत्री उत्तराखण्ड।
2. - निजी सचिव, मुख्य सचिव, उत्तराखण्ड शासन।
3. - समस्त अपर मुख्य सचिव/प्रमुख सचिव/सचिव उत्तराखण्ड शासन।
4. - आयुक्त, कुमाऊ/गढ़वाल मण्डल, नैनीताल/पौड़ी।
5. - समस्त जिलाधिकारी, उत्तराखण्ड।
6. - महानिदेशक, चिकित्सा स्वास्थ्य एवं परिवार कल्याण, उत्तराखण्ड, देहरादून।
7. - निदेशक, चिकित्सा शिक्षा, उत्तराखण्ड, देहरादून।
8. - मिशन निदेशक, एनएचएम, उत्तराखण्ड, देहरादून।
9. - मीडिया सेन्टर, सचिवालय परिसर, देहरादून।
10. - विभागीय आदेश पुस्तिका।

आज्ञा से,

(डा० पंकज कुमार पाण्डेय)  
सचिव।

2351  
All Director's / Covid cell  
Import / NABH/NABL  
him

Signed by Pankaj Kumar  
Pandey  
Date: 26-10-2021 16:48:30



CL.01264/2020-20/06/Part-A	28.08.2020	202 X2000	4,04,000-00
CL.01264/2020-20/06/Part-A	09.09.2020	1111 X2000	72,22,000-00
CL.01264/2020-20/05/Part-B	19.08.2020	154 X2000	3,08,000-00
CL.01264/2020-20/08/Part-B	22.09.2020	215 X2000	4,30,000-00
CL.01264/2020-20/08/Part-A	22.09.2020	1008 X2000	20,12,000-00
<b>TOTAL AMOUNT</b>			<b>4334 X2000</b>

(2) मुख्य चिकित्साधिकारी, अल्मोडा को पत्र संख्या कोरोना/2020-21/9399 दिनांक 05.11.2020 के द्वारा कोर डायग्नोस्टिक प्रा0लि0 के निम्नलिखित कुल-4032 सैम्पल, घनराशि 73,78,800-00(सैहत्तर लाख, अठहत्तर हजार, आठ सौ रुपये मात्र) के विल/बीजकों को सत्यापन कर भुगतान की संस्तुति सहित प्रेषित किये गये:-

क्रमांक	विल संख्या	अवधि	सैम्पल	घनराशि
1	CL.01261/2020-20/04/Part-C Dt. 31-07-20	15-07-20 to 31-07-20	132 X2000	2,64,000-00
2	CL.01261/2020-20/05/Part-C Dt. 12-08-20	01-08-20 to 11-08-20	85 X2000	1,70,000-00
3	CL.01261/2020-20/09/Part-B Dt. 12-10-20	16-09-20 to 30-09-20	1868 X2000	37,36,000-00
4	CL.01261/2020-20/10/Part-A Dt. 23-10-20	01-10-20 to 15-10-20	1947 804X2000 1143X1400	32,08,800-00
<b>TOTAL AMOUNT</b>			<b>4032</b>	<b>73,78,800-00</b>

समिति द्वारा उपरोक्त विल/बीजकों का परीक्षण करने में पाया गया कि विल संख्या CL.01261/2020-20/10/Part-A Dt.23-10-20 अवधि 01-10-2020 to 15-10-2020 के कुल-1947 सैम्पलों में से 804 सैम्पलों को 2000/- (दो हजार रुपये मात्र) प्रति सैम्पल की दर से भुगतान किया गया जाना है और क्र0सं0-805 से 1947 तक कुल सैम्पल-1143 को उत्तराखण्ड की शासनादेश संख्या 1586/XXVIII-1/20-01(19)/2020 दिनांक 08.10.2020 के द्वारा रुपये-1400/- (एक हजार, चार सौ रुपये मात्र) की दर से भुगतान किया जाना है।

(3) मुख्य चिकित्साधिकारी, अल्मोडा के पत्र संख्या कोरोना/2020-21/8119 दिनांक 18.10.2020 के द्वारा कोर डायग्नोस्टिक प्रा0लि0 के निम्नलिखित कुल-1583 सैम्पल, घनराशि 31,86,000-00(इकतीस लाख, छियासी हजार रुपये मात्र) के विल/बीजकों को सत्यापन कर भुगतान की संस्तुति सहित प्रेषित किये गये।

मुख्य चिकित्साधिकारी, अल्मोडा द्वारा अवगत कराया गया है कि कोर डायग्नोस्टिक प्रा0लि0 के बीजक संख्या CORE/CL.01261/2020-21/04/COVID19 दिनांक 31.07.2020 में वर्णित कुल बीजक-1746 सैम्पलों के सापेक्ष देय 1593 सैम्पल (गोविंदादेव चिकित्सालय अल्मोडा से सम्बन्धित) का भुगतान किया जाना है। समिति द्वारा एक्सपर्ट ऑपिनियन के तौर पर रायुंष्य निदेशक(गुप्तद्वार कोविड-19), स्वास्थ्य सेवा महानिदेशालय, देहरादून राय मांगी गयी, जिसमें उनके द्वारा अवगत कराया गया कि समझौता प्रापन (एग0अ0यु0) के अनुसार टर्न अराउण्ड टाइम के अनुसार 24 से 48 घण्टे तक 20% व 48 घण्टों के बाद 40% की दर से कटौती किये जाने हेतु मुख्य चिकित्साधिकारी, अल्मोडा को पत्र प्रेषित किया जाए।

(4) मुख्य चिकित्साधिकारी, हरिद्वार के पत्रांक-3740 दिनांक 26.10.2020 के द्वारा कोर डायग्नोस्टिक प्रा0लि0 के निम्नलिखित कुल-7768 सैम्पल, घनराशि 1,55,36,000-00(एक करोड़, पचपन लाख, छत्तीस हजार रुपये मात्र) के विल/बीजकों को सत्यापन कर भुगतान की संस्तुति सहित प्रेषित किये गये:-

क्रमांक	बीजक संख्या	दिनांक	अवधि	सैम्पल	घनराशि
1	CL.01266/2020-21/04/Part-A	31-07-2020	01-07-2020 to 31-07-2020	852	17,04,000-00
2	CL.01266/2020-21/04/Part-B	31-07-2020	01-07-2020 to 31-07-2020	389	7,78,000-00
3	CL.01266/2020-21/05/Part-A	19-08-2020	01-08-2020 to 11-08-2020	708	14,16,000-00
4	CL.01266/2020-21/05/Part-B	19-08-2020	01-08-2020 to 11-08-2020	176	3,52,000-00
5	CL.01266/2020-21/06/Part-A	28-08-2020	12-08-2020 to 20-08-2020	432	8,64,000-00
6	CL.01266/2020-21/06/Part-B	28-08-2020	12-08-2020 to 20-08-2020	1191	23,82,000-00
7	CL.01266/2020-21/07/Part-A	09-09-2020	21-08-2020 to 31-08-2020	1799	35,98,000-00
8	CL.01266/2020-21/07/Part-B	09-09-2020	21-08-2020 to 31-08-2020	820	16,40,000-00
9	CL.01266/2020-21/08/Part-A	22-09-2020	01-09-2020 to 15-09-2020	1292	25,84,000-00
10	CL.01266/2020-21/08/Part-B	22-09-2020	01-09-2020 to 15-09-2020	109	2,18,000-00
<b>TOTAL AMOUNT 7768X2000=15536000&amp;00</b>				<b>7768</b>	<b>1,55,36,000-00</b>