PREJHA Foundation Reference: 1216-PREJHA07/20/107

REQUEST FOR QUOTATION

Expedited Partner Empanelment for ICMR Approved, PPP diagnostic partner for manpower deployment and operation of specified Diagnostic labs

Dated: 27th July 2020

PanIIT Alumni Reach For Jharkhand Foundation

A Non-profit Special Purpose Joint Enterprise between agencies of Department of Welfare,
Government of Jharkhand and
PanIIT Alumni Reach For India Foundation,
Kalyan Complex, Balihar Road, Morabadi,
Ranchi – 834008, Jharkhand

Contents

Contents

| DISCLAIMER | 2 |
|--|--------------|
| | |
| SECTION 1: LETTER OF INVITATION | 3 |
| PREFACE | 5 |
| Purpose of RFQ | 4 |
| Turpose of the general section of the section of th | |
| Section 2: Instructions to Bidders | (|
| General terms & Conditions | |
| General terms & Conditions | / |
| STANDARD FORMS | 14 |
| Form Tech 1: Letter | |
| | |
| Form Tech 2: Bidder's Organization and Experience | 16 |
| Form Tech 3: Techno commercial Offer | 17 |
| Form Fin1: Financial Bid Proforma | 18 |
| • | |

DISCLAIMER

The information contained in this Request for Quotation ("RFQ") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of PanIIT Alumni Reach For Jharkhand Foundation (hereinafter "PREJHA") is provided to interested parties on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor an invitation by PREJHA to interested parties who submit their quote (henceforth "Bidders") in response to this RFQ. The purpose of this RFQ is to provide Bidders with information that may be useful to them in preparing and submitting their proposals ("Proposal") for selection as supply agency with PREJHA Foundation as per notified norms.

PREJHA Foundation makes no representation or warranty and shall have no liability to any person or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained herein or deemed to form part of this RFQ or arising in any way from this process.

A Bidder must warrant that all the information provided by it to PREJHA Foundation at the time of application & subsequently, is true to the best of it's knowledge and belief, and specially warrants that it has duly complied with the provisions of laws applicable to it. Bidder indemnifies PREJHA Foundation from any liabilities arising out of error or default or negligence or contravention in regard to any of the applicable laws, including, but not limited to, submission of statutory forms & other such documents.

The issue of this RFQ does not imply that PREJHA Foundation is bound to select any Bidder(s) or select any Bidder(s) for any project. PREJHA Foundation may accept or reject any proposal in its discretion and may ask for any additional information or vary its requirements, add to or amend the terms, procedure and protocol set out in RFQ for bona fide reasons, which will be notified to all the Bidders invited to tender. Further PREJHA Foundation hereby reserves its right to annul the process at any time prior to issuance of Purchase Order without incurring any liability towards the Tenderers.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by PREJHA Foundation or any other costs incurred regarding or relating to its Bid. All such costs and expenses will remain with the Bidder and PREJHA Foundation shall not be liable in any manner for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this RFQ and related processes.

SECTION 1: LETTER OF INVITATION

PanIIT Alumni Reach for Jharkhand (PREJHA) Foundation invites PPP proposals on Expedited basis from ICMR-Covid-19 approved-diagnostic-lab-owned operators to deploy manpower, operate Covid-19 Testing Labs setup by Prejha Foundation for Jharkhand government in Hazaribag, Palamu and Dumka Medical Colleges.

A partner will be selected based on QCBS (Quality Cost Based system) from suitable agencies qualifying the criteria as per described in this RFQ. A bidder will be selected based on Lowest Cost Method (L1 basis) among qualified bidders matching specifications as sought and then by quality in case others can match L1 pricing with qualifying the criteria as per described in this RFQ.

The content of this RFQ enlists the requirements of PREJHA Foundation. It includes the **Bidding Terms& selection** procedure which details out all that may be needed by the potential bidders to understand the financial terms and bidding process and explains the contractual terms that PREJHA Foundation wishes to specify at this stage.

The RFQ includes the following sections:

Section 1 - Letter of Invitation

Section 2 - Instructions to Bidders (including pre-qualification criteria) Section

3 - Standard Forms

The information may be submitted online only at the following website.

https://eprocurement.mjunction.in/EPSV2Web/org/PREJHA/home.action

Yours faithfully,

Authorized signatory

PanIIT Alumni Reach For Jharkhand Foundation,

Kalyan Complex, Balihar Road, Morabadi, Ranchi –

834008, Jharkhand

PREFACE

About PREJHA Foundation

Agencies of Department of Welfare, Government of Jharkhand and PanlIT Alumni Reach for India Foundation have partnered to form PanlIT Alumni Reach for Jharkhand (PREJHA) Foundation, a not-for- profit joint enterprise to implement and scale sustainable welfare initiatives.

Purpose of RFQ

The objective of this RFQ is to select and empanel, on expedited basis, ICMR-Covid-19 approved-diagnostic-lab-owned operators in PPP mode to deploy manpower, operate Covid-19 Testing Labs setup by Prejha Foundation for Jharkhand government in Hazaribag, Palamu and Dumka Medical Colleges.

Section 2: Instructions to Bidders

The QCBS evaluation criteria for the bidders is based on first Lowest Cost Method (L1 basis) price bid subject to the bidders submitting and satisfying the basic qualification mentioned. If more than one bidder is ready to match L1 then as outlined in section 8, first preference will be given to a bidder including based on empanelment by any state govt for state funded Covid -19 testing and to the bidder deploying the most relevantly experienced manpower. <u>Each Bidder must submit a single proposal only.</u>

PREJHA foundation shall endeavor to adhere to the following schedule but reserves the right to alter the same:

Time schedule of Tender:

| Time delication of foliacit | | | | | |
|--|---|--|--|--|--|
| Particulars | Date | | | | |
| Tender e-Publication date | 27.07.2020 | | | | |
| Start date for seeking Clarification | 27.07.2020 | | | | |
| Last date for seeking clarification online from service provider | 30.07.2020(08:00PM) | | | | |
| (mjunction Services Limited) | | | | | |
| Bid submission start date (only on-line bid accepted) | 27.07.2020 | | | | |
| Bid submission end date | 03.08.2020 (11:00AM) | | | | |
| Schedule date for Technical bid opening | 03.08.2020 | | | | |
| Comparative statement preparation by the system | 03.08.2020 | | | | |
| | Tender e-Publication date Start date for seeking Clarification Last date for seeking clarification online from service provider (mjunction Services Limited) Bid submission start date (only on-line bid accepted) Bid submission end date Schedule date for Technical bid opening | | | | |

General terms & Conditions:

1. Detailed BOO

| Sr. No. | Description of Material | Qty |
|---------|---|-----|
| | For each Lab, an ICMR-Covid-19-approved-Diagnostic-lab-owner PPP partner is being selected on basis of: | |
| | 1. Minimum-Monthly-lumpsum Retainer for manpower deployment & 12-hour-shift lab operation, (including individual e-report generation, upload) of the Lab for Covid-19 testing for 26 working days in a month to test 1000-1500 pooled samples per day. The retainer cost needs to include direct manpower costs and indirect costs including legal indemnity coverage, Mandatory Covid insurance for manpower, boarding & lodging for staff if needed, reporting etc. The pooling is being done for up to 5 samples as per ICMR guidelines. | |
| | The following equipment and consumables are being made available as specified in PPP tripartite agreement: | |
| | 1 biomek 4000 Automatic RNA Extractor with 96 wells (in addition to manual extraction as needed), 2 Bio rad CFX96-IVD rRT-PCR 96 well machines Machines, 3 Esco bio safety cabinets and all other relevant equipment for covid testing. PCR test kits, RNA extraction kits, collected sampling All other consumables including rotogene strips, reagents, PPEs as needed and agreed | |
| 1 | Responsibilities of the PPP diagnostic partner include but not limited to: 1. Deploy suitable manpower and operate the diagnostic lab on a good faith basis for | 3 |

- helping Jharkhand state improve public-testing in these times of covid-19
- 2. Generate individual duly signed e-reports and fulfil report upload requirements as needed. Strict confidentiality of the data should be ensured by the ppp partner.
- 3. The performance shall be evaluated by "Turnaround Time of the Tests" which shall be 48 hours from the time of sample receipt, During the agreement period the performance will be evaluated and the contract will be terminated if the performance is not found satisfactory as per terms to be set in PPP tripartite agreement. The decision will be final and binding.
- 4. Prepare VTM and collection kits as and when needed in case of shortage. Currently, collection is NOT in the scope of the PPP diagnostic partner.

Indicative Manpower to be deployed to test 1000-1500 pooled Covid-19 samples per day for 26 working days (with 1 housekeeping staff on rotation available on 4 sundays for fumigation):

| Designation | Indicative Qualification | Number | | |
|--|---|--------------|------|--|
| | DMLT/BMLT/Bsc-MLT with atleast 2 years experience | | | |
| | (All technical personnel to be deployed have to submit their | | | |
| | resumes, certificates before being approved for deployment. In | | | |
| | addition, they could be interviewed by a senior panel of | | | |
| | pathology specialists as needed. Additional relevant experience | | | |
| | Covid-19 will be preferred) | | | |
| Lab Technician | | 10 | | |
| | MD/Msc Microbiology with at least 2-3 years of | | | |
| Pathologist/Doctor | experience/residency | 1 | | |
| Housekeeping | Relevant medical house keeping experience of 2 years | 2 | | |
| Accessioning | Graduate with relevant medical record keeping experience | 1 | | |
| Data Entry | Graduate | 1 | | |
| f the lab is run on Su | ndays and national holidays, overtime charges will be paid extra or | a pro-rata | | |
| per-12-hour-shift bas | is from the above quote. | | | |
| The diagnostic partne | er will provide technical inputs to help with the design of the Covid | 1-9 testing | | |
| ab and usage of cons | sumables, equipment provided on good faith basis | | | |
| The Medical staff at t | he respective medical colleges may provide handholding of the ma | npower | | |
| deployed and coordir | nation as needed. | | | |
| n case, beyond the n | nutually agreed threshold value, typical Cost of manpower deployn | nent to | | |
| operation testing lab, report generation per pooled-sample-basis | | | | |
| n case, typical Cost o | f manpower deployment to operation testing lab, report generatio | n with self- | | |
| ourchased PCR test ki | it (having CE-IVD/FDA approval as well and with limit of detection k | oeing less | | |
| han 200 copies per n | nl) per pooled-sample-basis | | 0.00 | |
| n case, beyond the n | nutually agreed threshold value, typical Cost of manpower deployn | nent to | | |
| collect and test per sa | ample | | 0.00 | |

2

3

Please note: A tripartite agreement will be signed between the Jharkhand government, Prejha Foundation and the diagnostic partner to run the lab. The initial contract will be for 3 months, extendable as per mutual agreement.

^{*} is for indicative purpose only and currently not in scope of services but might be used in future

2. Definitions

- "Buyer" means PREJHA Foundation
- "Bidder" means suppliers or contractors who have participated in tender
- "The Vendor" means the supplier or contractor or service provider to whom the Order is addressed.
- "The Purchase Order" means terms and conditions signed between Buyer and the Vendor governing the subject matter of this Order
- The Goods / Services" means the goods or services to be supplied under the Order.

3. Amendment of RFQ

At any time before the submission of Proposals, PREJHA Foundation may amend the RFQ by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the https://eprocurement.mjunction.in/EPSV2Web/org/PREJHA/home.action and will be binding on them. To give Bidders reasonable time in which to take an amendment into account in their Proposals, PREJHA Foundation may, if the amendment is substantial, extend the deadline for the submission of Proposals.

4. Bidding

(to be solely done through portal)

https://eprocurement.mjunction.in/EPSV2Web/org/PREJHA/home.action

- a) Offer to be submitted only on e-procurement portal. Hard copy of offer is **not required** to be submitted to PREJHA Foundation. Any offer received in Hard copy shall **not be accepted** and will stand disqualified
- b) Mode of Submission of offer: Being e-tender, offer will be solely submitted online through e-tender portal: https://eprocurement.mjunction.in/EPSV2Web/org/PREJHA/home.action through following Application Service Providers (ASPs) appointed by PREJHA:

M/s Mjunction Services Limited, 6thFloor, Tata Centre.43 J N Road, Kolkata – 700 071,

Contact Person: Helpdesk Officer Sumant Kumar Choudhary 9163348104, sumant.choudary@mjunction.in

c) They may obtain further information regarding this tender from the office of PREJHA, Kalyan Gurukul, Kumarbagh Road, Arsande, Kanke, Ranchi – 834006 from 10:00 hours to 17:00 hours on all working days till the date of bidding is open.

Contact Person: Gaurang Singh, Procurement,

PREJHA Contact No.: 9599343931 Email-ID:gaurang.s@parfi.org

d) Bidders are expected to adequately apprise themselves regarding the procedure and provisions

available on the e-procurement portal operated/ maintained by M/S. Mjunction services limited. Buyer shall not be responsible for any issues related to timely or proper uploading/submission of the bid.

5. Validity of Proposal

Bidders' proposals must remain **valid for a period of min** 180 days after the submission of proposal. Should the need arise, PREJHA Foundation may request Bidders to extend the validity period of their proposals. If a bidder is selected as vendor, his proposal will remain same for whole of the delivery schedule.

6. Submission of proposal

The Proposal as well as all related correspondence exchanged by the bidders and PREJHA Foundation, shall be only through the portal of mjunction and electronic means.

The offer shall be submitted as per the instructions of tender document and as detailed in this RFQ. Price shall be furnished in the relevant price schedule only. In case of any clarification, bidder may contact the concerned contact persons at m junction Services or PREJHA as listed above

7. Latest updates

Latest updates on the critical dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted on PREJHA- mjunction webpage. Bidders to keep themselves updated with all such information. Bidders may please visit https://eprocurement.mjunction.in/EPSV2Web/org/PREJHA/home.action for document submission.

8. Technical Bid (incl. Pre-Qualification Criteria)

| Sl. No | Technical Bid | Bidder Remarks |
|-----------------------------|--|--------------------------------------|
| Pre Qualification Condition | Should be running/owing an NABL accredited private lab which has been empanelled by ICMR for Covid 19 for independent Covid-19 testing and reporting | Minimum Qualification Requirement |
| Technical Bid-1 | Preference will be given for those empaneled by governments for covid-19 tests already and upon matching L1 based on objective quality-based-marking of: Resumes of personnel with relevant experience submitted per location | 60 Points in Technical Evaluation |
| Technical Bid-2 | Empanelled by any state govt for Covid-19 testing | 20 Points in Techincal Evaluation |
| Techincal | Institutional track record during covid-19 (including accuracy, TAT, no track record of blacklisting for over- | 20 Points in Technical |

| Bid-2 | charging, or poor workmanship in government orders | Evaluation |
|-------|--|------------|
| | during covid-19) | |

Bidder should submit the prequalification documents at the portal

9. Financial Proposal

Financial Proposal must be submitted in the format shared in this RFQ. Financial proposal must be shared in the same format as provided else it shall be declared non-responsive.

10.Empanelment followed by Letter of Award

- 1. The technical bid (incl. pre-qualification criteria) will be verified by PREJHA Foundation. The Procurement System will determine the lowest financial bid including on a possible line-item basis among the technically qualified bidders. If any other bidder is ready to match the lowest line item wise bid, selection will be done based on first, empanelment by any state govt for state funded Covid-19 testing and second the credentials(as outlined in 8) including of the manpower being deployed to operate the lab.
- 2. The initial contract would be for 3 months and could be renewed as needed subject solely to satisfactory performance in the initial 3 months
- PREJHA Foundation shall award the Empanelment Contract to successful bidders and then a tripartite
 agreement with final terms and conditions among Jharkhand Medical and Health infrastructure
 Development and Procurement Corporation Limited (JMHIDPCL), Prejha foundation and PPP
 diagnostic partner will be signed.
- 4. The selected bidder is expected to commence the assignment within 15 days of signing of the agreement.
- 5. If the selected bidder does not sign the Contract within the stipulated period, the LOA may be cancelled, and the next lowest bidder will be considered for award of Contract.
- 6. If at any stage in the bidding process including after bid opening or Issuance of Purchase orders pertaining to this RFQ, PREJHA believe that the Bidders do not meet the requisite Technical criteria set out in the Bid Document or delivery schedule or that the rate quoted exceeds its own estimates for the supply value, PREJHA reserves the right to cancel the tender or particular line item(s) without incurring any obligation or liability towards the tenderers.

11. Indicative Delivery Schedule

Manpower to be mobilized at the Testing labs as per following :

| SI. No. | List | Deploment Schedule |
|---------|----------------------------|--|
| 1 | Medical College Hazaribagh | Maril: 45 l |
| 2 | Medical College Dumka | Within 15 days of signing of contract |
| 3 | Medical College Palamu | Signing of Contract |

12. Payment Terms

a. 10% mobilization advance on signing of agreement. All payments to be done within 15 days of the

submission of invoice. Back up documentation like payslips, insurance premiums, statutory compliance might be audited as needed. Industry practices can be followed in billing but subject to all- inclusive-retainer as agreed.

13. Fraud/Corruption

PREJHA Foundation requires that the bidders participating in the selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract.

PREJHA Foundation will terminate the Contract, if already awarded and will declare the bidder ineligible, either indefinitely or for a stipulated period, to be awarded a Contract, if at any time it determines that the bidder has in contravention to the undertaking given in the Bid document and/or contract, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract as enshrine in the undertaking in bidding document and contract

14. Conflicting relationships

Bidder has an obligation to disclose as part of the bid document any situation of actual or potential conflict that impacts their capacity to serve the best interest of PREJHA Foundation, or that may reasonably be perceived as having this effect. Failure to disclose the said situations may lead to the disqualification of the bidder or the termination of its Contract

15. Performance Appraisal& Termination

During the agreement period the performance will be evaluated and the contract will be terminated if the performance is not found satisfactory. The performance shall be evaluated by "Turnaround Time of the Tests" which shall be 48 hours from the time of sample collection. JMHIDPCL will give a notice in writing before the termination in such a case and the notice period will be of 15 days. If the performance, in whole or in part or any obligation under this agreement is prevented or delayed by any reason of Force Majeure, i.e. any extra ordinary circumstances beyond human control such as natural calamities, wars, riots, earthquakes etc. for a period exceeding 15 days, JMHIDPCL may at its option terminate the agreement without any financial obligation.

16. Health Information & data access

The diagnostic Partner will maintain the confidentiality of the data and share with JMHIDPCL securely all health data and other details pertaining to patients.

17. Mediation and Dispute Resolution

Any dispute arising out of this agreement will be referred to arbitration of the Managing Director, JMHIDPCL, Government of Jharkhand or person nominated by him.

No legal proceeding shall lie against the JHIDPCL or Prejha Foundation or any person for anything that is done in good faith or intended to be done in pursuance of this agreement.

The agreement shall be governed by the applicable laws in force in India. In the event of any dispute arising out of the agreement, the dispute would be subject to the jurisdiction of the Court within the state of Jharkhand only

STANDARD FORMS

| TECH FORMS | FORM NAME | Mention list of all supporting documents attached (if any) |
|---------------|--------------------------------------|--|
| TECH-1 | Letter of proposal submission | Pls scan & attach |
| TECH-2 | Bidder's organization and experience | Pls Put details during bid submission online |
| TECH-3 | Techno commercial offer | Pls Put details during bid submission online |
| Fin - 1 | Financial Bid Format | Pls Put details during bid submission online |

Form Tech 1: Letter

(On Bidder's Letter-head) Letter of Proposal Submission

To,

Executive Director

PanIIT Alumni Reach For Jharkhand Foundation Kalyan Complex, Balihar Road, Morabadi, Ranchi – 834008, Jharkhand

We, the undersigned, offer to operate Covid19 testing labs setup by PREJHA Foundation for Jharkhand government, in accordance with your Request for Quotation dated 27-07-2020. We are hereby submitting our proposal, which includes this Technical Proposal, and the Financial Proposal as indicated.

We undertake the total responsibility for the services, if awarded to us.

We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

We understand that **PREJHA Foundation** is not bound to accept any proposal it receives.

We further state that we understand that PREJHA Foundation will terminate the Contract, if already awarded and will declare the bidder ineligible, either indefinitely or for a stipulated period, to be awarded a Contract, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a Contract

Yours faithfully,

*Authorized Signatory [In full and

Designation]: Name and Title of Signatory:

Name of Bidder:

Address:

Form Tech 2: Bidder's Organization and Experience

Compliance to Pre-qualification requirement and Bidder's Organization

Please submit documentation evidencing compliance to pre-qualification requirement

Provide here a brief description of the background and organization of your Agency/entity.

| Years | 2017-18 | 2018-19 | Average |
|----------------|---------|---------|---------|
| Turnover (INR) | | | |

Attach PAN card copy, Bank Details (along with copy of cancelled cheque)

Form Tech 3: Techno commercial Offer

| TENDER PROFORMA for Techno-commercial | | | | |
|---------------------------------------|-----|--|--|--|
| PREJHA reference | | | | |
| Name of Bidder | | | | |
| Address of Bidder | | | | |
| Acceptance of Delivery Schedule | Yes | | | |
| Acceptance of payment terms | Yes | | | |
| GSTIN No | | | | |
| Acceptance of Guarantee clause | Yes | | | |
| Acceptance of Jurisdiction | Yes | | | |
| clause | | | | |

Form Fin1: Financial Bid Proforma

| SN | Item Description | Qty | Unit Rate | Estimated Value | Tax % | Tax | Freight |
|----|---|--------|--------------|-----------------|-------|-----|---------|
| | Minimum-Monthly-lumpsum Retainer for manpower deployment & 12-hour-shift lab operation (including individual e-report generation, upload) of the Lab for covid testing for 26 working days in a month to test 1000-1500 pooled Covid-19 samples per day. The retainer cost needs to include direct manpower costs and indirect costs including legal indemnity coverage, Mandatory Covid insurance for manpower, boarding & lodging for staff if needed, reporting etc. The pooling is being done for up to 5 samples as per ICMR guidelines. | | | | | | |
| | The following equipment and consumables are being made available as specified in PPP tripartite agreement: • 1 biomek 4000 Automatic RNA Extractor with 96 wells (in addition to manual extraction as needed), 2 Bio rad CFX96-IVD rRT-PCR 96 well machines Machines, 3 Esco bio safety cabinets and all other relevant equipment for covid testing. • PCR test kits, RNA extraction kits, collected sampling • All other consumables including rotogene strips, reagents, PPEs as needed and agreed | | | | | | |
| 1 | In case in addition to above, beyond | 3 | | | | | |
| 2 | the mutually agreed threshold value, typical Cost of manpower deployment to operation testing lab, report generation per pooled-sample-basis | 0.001* | | | | | |

| 3 | In case (all the equipment, | | | | |
|---|---------------------------------------|--------|--|--|--|
| | consumables except PCR test kit is | | | | |
| | provided), typical Cost of manpower | | | | |
| | deployment to operate testing lab, | | | | |
| | report generation with self-purchased | | | | |
| | PCR test kit (having CE-IVD/FDA | 0.001* | | | |

| | approval as well and with limit of detection being less than 200 copies per ml) per pooled-sample-basis | | | | |
|---|---|--------|--|--|--|
| 4 | In case in addition to above, beyond the mutually agreed threshold value, typical Cost of manpower deployment to collect and test per sample | 0.001* | | | |

*For Estimation purpose only (**- Freight – Ex Ranchi) Please check Annexure 1 for Sample product photo