

**Doctors For You, India
(DFY India)**

Open Tender

Bid Document

For

Ref. No.: DFY/GF/Lab Assessment/J/03/2024-25

Doctors For You invites the bids from agencies for the Laboratory Assessment required for all Public NAAT Laboratories within the per view of NTEP across 5 states of INDIA.

Doctors For You

Flat No - 201/203, Building Number – 22,

Lallubhai Compound, Mankhurd,

Mumbai-400043, Maharashtra, INDIA

Email: procurement.gfund@doctorsforyou.org

Website: www.doctorsforyou.org

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Key Bidding Information

Bid Ref No.	DFY/GF/Lab Assessment/J/03/2024-25
Name of the Project	Laboratory Assessment required for all Public NAAT Laboratories for Doctors For You under The Global Fund Grant. Project under the National Tuberculosis Elimination Program (NTEP), Govt. of India
Source of Funding	Global Fund (GF)
Date of Commencement of Download of Bidding Documents	23/06/2024 www.docotorsforyou.org) and www.devnetjobsindia.org
Last Date and Time for Receipt of Request for Clarifications	02/7/2024 till 04:00 PM Procurement.gfund@doctorsforyou.org
Time and Date for online Pre-Bid Meeting	11.00 AM on 28/6/2024 The meeting shall be held online. Prospective bidder may use the link Doctors For You is inviting you to a scheduled Zoom meeting. Topic: Pre-bid Meeting Time: Jun 28, 2024 11:00 AM India Join Zoom Meeting https://us02web.zoom.us/j/86409219464?pwd=O9iJDZhJO7z5cQHUAEBHqarXav4cqP.1 Meeting ID: 864 0921 9464 Passcode: 479132
Last Date & Time for Submission of Bids	15/07/2024 till 03.00 PM
Date & Time for Opening of Technical Bids	15/07/2024 at 03.30 PM

Open Tender

for

Doctors For You invites bids from agencies for the Laboratory Assessment required for all Public NAAT Laboratories within the per view of NTEP across 5 states of INDIA.

1. Doctors For You (DFY), New Delhi, India (a not-for-profit Company Registered under the Societies Registration Act 1860 Section 21 having registration no. F-56886(Mum). DFY is a pan India humanitarian organization with international presence and is working in various disaster hit zones since last 18 years. DFY focuses on providing medical care to the vulnerable communities during crisis and non-crisis situation, emergency medical aid to people affected by natural disaster, conflicts and epidemics. We are also committed to reducing disaster risk to human society by delivering trainings and capacity development in emergency preparedness and response. The work of DFY is guided by humanitarian principles of humanity, impartiality, and neutrality. It offers services and assistance to people based on need, irrespective of race, class, caste, religion and gender.
Doctors For You invites the bids from agencies for the Laboratory Assessment required for all Public NAAT Laboratories within the per view of NTEP across 5 states of INDIA. **Initially 200 nos. of laboratories to be assessed which can be increased, depending upon the confirmation from NTEP.**
2. The Category has been given in which assessment needs to be carried out Standard Operating Procedure and process of execution have been given in Annexure – 1.
3. DFY hereby invites bids (through email and hardcopy at given email id and address) from eligible and qualified Bidders for the Laboratory Assessment required for all Public NAAT Laboratories at 05 states as given in Schedule of the Bid Document.
4. Bidding will be conducted through 'Open Tender Enquiry' method and procedures as per DFY's procurement policy.
5. Bidders are required to submit Bid Security Declaration as per format provided in the Bid Document. Certain class of Bidders are exempted from submission of Bid Security. Details are given in Bid Documents
6. The Bid Document can be freely downloaded from the website www.doctorsforyou.org and www.devnetjobsindia.org. Starting from **23/06/2024**. Bidders shall be solely responsible for checking the above website for any addendum/amendment issued subsequent to publication of this Invitation for Bids and take the same into consideration while preparing and submitting their bids.
7. Bidders' representatives are invited to attend online **pre-bid meeting at 11.00 AM on 28/6/2024** through above mentioned zoom link at the scheduled time and date of pre-bid meeting. Please note that non-attendance at the pre-bid meeting will not be the cause of disqualification of bidders. Bidders who are unable to attend the pre-bid meeting (online or offline) can send their written requests for clarification, if any up to 04.00 PM till 02/07/2024 at email procurement.gfund@doctorsforyou.org
8. **Bids must be submitted on or before 03:00 PM on 15/7/2024 by Bidders** through email and hardcopy.
9. **The Technical Bids will be opened on the same day at 03.30 PM.**

Director, DFY

SECTION– I: INSTRUCTIONS TO BIDDERS

A. PREAMBLE

1. INTRODUCTION

- 1.1 Doctors For You hereby invites bids (through email and hardcopy at given email id and address) from eligible and qualified Bidders for the Laboratory Assessment of all Public NAAT Laboratories at 05 states as given in Schedule of the Bid Document. This open tender has been issued for the selection of agency/agencies for the assessment of Public NAAT Laboratories within the per view of NTEP across 5 states of INDIA.
- 1.2 This Chapter provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the DFY for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award / contract.
- 1.3 Before preparing the bid and submitting the same to the DFY, the bidder should read and examine all the terms & conditions, instructions etc. contained in the Bid Documents. Failure to provide required information or to comply with the instructions incorporated in this Bid Documents may result in rejection of bid submitted by bidders.

2. AVAILABILITY OF FUNDS

- 2.1 Expenditure to be incurred for the proposed works will be met from the funds provided by Global Fund (GF) through Doctors For You, India.

3. OBJECTIVE

- To evaluate the current status of All Public NAAT Laboratory in 5 States of India based on the guidelines (ISO, NABL, RNTCP etc.).
- To identify gaps in infrastructure, equipment, human resources, and operational practices.
- To provide recommendations for upgrading TB laboratories to meet national and international standards.
- To develop a detailed upgradation plan and gap assessment report, including cost estimates and timelines.
- To provide the technical assistance and support for upgradation and operationalization of the TB labs

4. SCOPE OF WORK

- 4.1 Required Assessment of all Public NAAT Laboratories within the per view of NTEP across 5 states of India. (Maharashtra, Rajasthan, Uttar Pradesh, Bihar, Assam) – Detail SOW given as – Annexure – 1.

5. DELIVERABLES

- Inception report with detailed work plan and timeline.
- Finalized assessment Toolkits
- Interim report with preliminary findings from field visits and consultations.
- Final report with detailed gap assessment, recommendations, and finalized upgradation plan of the labs.

1. SITE VISIT

- a. It is recommended that the Bidders may visit and examine, at their own expense, the Site of Works and its surroundings and obtain all information that may be necessary for preparing the bid and if awarded the work, entering into a contract for successful execution and completion of the work.

2. LANGUAGE OF BID

- a. The bid submitted by the bidder and all subsequent correspondences and documents relating to the bid exchanged between the bidder and the DFY, shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided, the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall govern.

3. BIDDER'S ELIGIBILITY

- a. This invitation for bids is open for all Organizations (Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Companies registered under Companies Act, 1956 or Societies Act, Trusts, Societies registered under respective Act and Jurisdiction in India). Consortium/Joint Venture and Association are permitted.
- b. The bidder is required to give an undertaking in the Form TECH-1: Form of Bid (Technical) of section -II of the Bid Document to the above effect. If such an undertaking given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- c. Any bidder from a country will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Where applicable, evidence of valid registration by the Competent Authority shall be attached, failing which their bids shall be rejected. Further, A agency shall not be allowed to sub-contract works to any agency. Bidders are required to certify about compliance of above requirement in the Form TECH-1: Form of Bid (Technical) of section -II of the Bid Document to the above effect. If such a certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

4. BIDDING EXPENSES

- a. The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation and submission of its bid and subsequently processing the same. The DFY will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.

The Bid Document can be freely downloaded from the website www.doctorsforyou.org and www.devnetjobsindia.org starting from 23/06/2024 till 15/07/2024. Bidders shall be solely responsible for checking the above website for any addendum/amendment issued subsequent to publication of this and take the same into consideration while preparing and submitting their bids.

B. BIDDING DOCUMENTS

5. CONTENT OF BIDDING DOCUMENTS

- a. The Bid Documents include the following Sections, in addition to the 'Notice Inviting Tenders':
 - i. Section I – Instructions to Bidders
 - ii. Section II – Technical Proposal – Standard Forms
 - iii. Section III – Financial Proposal – Standard Forms
 - iv. Section IV – Contract Form and Conditions of Contract
 - v. Section V – Other Standard Forms
- b. The relevant details of the required works and services, procedure for bidding, bid evaluation, placement of contract, the applicable contract terms and also the standard formats to be used for this purpose are incorporated in the above-mentioned chapters. The interested bidders are expected to examine all such details etc. to proceed further.

6. AMENDMENTS TO BID DOCUMENTS

- a. At any time prior to the deadline for submission of bids, the DFY may, for any reason deemed fit by it, modify the Bid Documents by issuing suitable amendment(s) to it.
- b. Such an amendment will be notified on DFY's website i.e. www.doctorsforyou.org & www.devnetjobsindia.org and the same shall be binding to all prospective Bidders.
- c. In order to provide reasonable time to prospective bidders to take necessary action in preparing their bids as per the amendment, the DFY may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.
- d. Any bidder who has downloaded the Bid Documents should watch for amendment, if any, issued on the above website and the DFY will not issue separate communication to them. DFY shall not be responsible in any manner if prospective Bidders miss any notifications placed on above website.

7. CLARIFICATIONS OF TENDER DOCUMENTS

- a. A prospective bidder requiring any clarification regarding Scope of Work and Technical Specifications, conditions of contract, etc. given in the Bid Documents may submit written request for **clarifications to DFY by email at procurement.gfund@doctorsforyou.org up to 04.00 PM on 02/07/2024**. Copies of the DFY's response shall be promptly published at the DFY's website, including a description of the inquiry but without identifying its source.

- b. All the prospective bidders will be notified of response to clarifications only through DFY's website i.e. www.doctorsforyou.org & www.devnetjobsindia.org. Any bidder who has downloaded the Bid Documents should watch for clarifications, if any, issued on the above website and DFY will not issue separate communication to them.
- c. DFY shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on above websites.

8. PRE-BID MEETING

- a. In order to provide response to any doubt regarding scope of work and technical specifications and conditions of contract etc. given in the Bid Documents, a pre-bid meeting (online) has been scheduled at **11.00 AM on 28/07/2024 and through Zoom link**.
- b. During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall be asked to submit their written request by 02/07/2024 till 04.00 PM. DFY shall upload written response to such requests for clarifications, without identifying its source. In case required, amendments, in terms of Para 7 above shall be issued, which shall be binding on all prospective bidders.

C. PREPARATION OF BIDS

9. DOCUMENTS COMPRISING THE BID

- a. Bidders need to submit their bids electronically to procurement.gfund@doctorsforyou.org and hardcopy of the proposal to be sent at the address, Doctors For You, Flat no. G6/312 Pocket – D, Ganga Apartment Vasant Kunj, Delhi – 110070, DFY is using Two Bid System i.e. “**Technical Bid**” and “**Financial Bid**”. The Bid shall comprise the following:
- b. Two bid system:- The bidder shall submit their bids mentioning the Bid Reference No.– **DFY/GF/Lab Assessment/J/03/2024-25** via e-mail following the two-bid system comprising of :-
 - (i) **Technical bid** (in a PDF non-editable format) consisting of all technical details along with commercial terms and conditions; and
 - (ii) **Financial bid** (in a PDF non-editable format and password protected)

Bidders also need to submit the hard copy of their bids duly signed on each page of bid document along with financial quotation in sealed envelopes with the subject of bid (Technical and Financial quotation should be in sperate envelopes).

indicating item-wise price for the items mentioned in the technical bid

A) TECHNICAL BID

- i) Bid Security Declaration furnished in accordance with ITB Para 17;
- ii) Technical Bid Forms, duly filled as per formats given in the Bid Documents asunder:
 - (1) Form TECH-1: Form of Bid (Technical)**
 - (2) Form TECH-2: Bidders' Information Form**
 - (3) Form TECH-3: Bidders' Information Form**
 - (4) Form TECH-4: Proposed Project Team and Organizational Structure**
 - (5) Form TECH-5: Works Management System**
 - (6) Form TECH-6: Proposed Methodology to Execute the Works**
- i. Certificate of Incorporation/ Registration of the bidder.
- ii. Supporting Documents showing Qualification of the Bidders for the required Works.

B) PRICE BID

Bidder should submit Price Bid in accordance with the forms indicated in Section-III:

- (1) Form FIN-1: Form of Price Bid (Financial)**

10. BID CURRENCIES

- a. The bidder providing services as per the scope of services should quote in Indian Rupees only.
- b. Bids, where prices are quoted in any other currency shall be treated as non - responsive and rejected.

11. BID PRICES

- a. Prices shall be quoted as specified in the Bid Document. The format of the Price Bid is included in Section III.
- b. The Bidder shall indicate on the FIN Forms provided in Section III, total bid prices of the Works including goods and services as per Scope of Services given in Bid Documents. Fixed price to be quoted against required works.
- c. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.

12. FIRM PRICE

- a. The Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidder should include all prices for any unexpected expenditure that may be foreseen in the BID price itself. The price quoted by the bidder should include expenses towards any exigency (external or internal) that may arise during execution of the contract. No payment, other than the quoted price shall be made to the selected bidder.

13. JOINT VENTURE, CONSORTIUM OR ASSOCIATION

- a. If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between DFY and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
- b. After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of DFY.
- c. The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 14 herein in respect of submitting only one proposal.
- d. The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by DFY.
- e. A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
 - a) Those that were undertaken together by the JV, Consortium or Association; and
 - b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
- f. Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.
- g. JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

14. ALTERNATIVE BIDS

- a. Alternative bids shall not be accepted. The bidder should not submit more than one bid for any Schedule.

15. DOCUMENTS ESTABLISHING COMPLIANCE OF WORKS AND SERVICES AS PER BID DOCUMENTS

- a. The bidder must submit Bid Form duly signed by authorized signatory certifying compliance on the Scope of works and technical specifications incorporated in the Bid Documents.
- b. In case there is any variation and/or deviation between the Scope of works and technical specifications prescribed by DFY and that offered by the bidder, the bidder shall list out the same in the above statement without any ambiguity.
- c. If a bidder furnishes wrong and/or misleading/misleading data, statement(s) etc. about the services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the DFY in this regard.

16. BID SECURITY

- a. Bidders shall furnish as part of its bid, a Bid Security Declaration as per the format provide in Section VI – Other Standard Forms
- b. Any bid not accompanied by Bid Security Declaration as specified in ITB Para 17.1 above shall

be rejected by the DFY as non-responsive.

- c. Bidder will be suspended and declared ineligible for two years from the date of suspension, to submit bids / proposals against Request for Bids / Request for Proposals issued by the DFY, in the following cases:
 - (a) When the bidder withdraws or modifies its bid during the validity of bids as specified in the Letter of Bid; or
 - (b) when the bidder, having been notified of the acceptance of its bid by the DFY during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail to furnish the Performance Security, if required in accordance with the Bid Documents.
- d. The Micro and Small Enterprise (MSE) bidders, registered with MSME or those registered with NSIC are exempted from submission of bid security. In such case, bidder should submit copy of MSME or National small industries corporation (NSIC) registration and documents showing exemption from submission of bid security, in lieu of bid security.

17. BID VALIDITY

- a. The bids shall remain valid for a period of 120 days after the due date of submission of bids. Any bid valid for a shorter period shall be treated as nonresponsive and rejected.
- b. In exceptional situations, the bidders may be requested by DFY to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail.

D. SUBMISSION AND OPENING OF BIDS

18. SUBMISSION OF BIDS

- a. Bidders are requested to submit their bids through email and hard copies to be submitted at DFY's Office.

19. DEADLINE FOR SUBMISSION OF BIDS

- a. Bids must be submitted online and hard copies before **Bid i.e., 03.00 PM of 15/7/2024.**
- b. DFY may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 8.3, in which case all rights and obligations of DFY's and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. MODIFICATION AND WITHDRAWAL OF BID

- a. A bidder may substitute or modify its bid before the deadline by prior written information to DFY.
- b. No bid shall be withdrawn, substituted, or modified after the time and date fixed for submission of online bids.

E. SCRUTINY AND EVALUATION OF BIDS

20 BASIC PRINCIPLE

- 20.1 From the time the Proposals are opened to the time the Contract is awarded, the Agencies should not contact DFY on any matter related to its Technical and/or Financial Proposal. Any effort by Agencies to influence DFY in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Agencies' Proposal.
- 20.2 DFY will constitute a Selection Committee (SC) which will carry out the entire evaluation process. The DFY evaluation panel will assess the extent to which proposals submitted in response to this RFP meet the evaluation criteria below. The evaluations are divided into technical and cost factors. These factors will be evaluated relative to each other as described herein.

21 PRELIMINARY EVALUATION CRITERIA

- 21.1 DFY will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed stamped and whether the bids are generally in order.
- 21.2 The Agency should have registered office in India (Registration Certificate to be provided)
- 21.3 The service provider should be registered under GST, as applicable and carry a valid PAN, as applicable. Copy of PAN, GST registration, as applicable, should be submitted.
- 21.4 An undertaking (self-certificate) that the service provider hasn't been blacklisted by a central / state Government institution and there has been no litigation with any government department on account of similar services.
- 21.5 Experience of setting up molecular lab preferably: Genetic lab for RT PCR/TB testing/ for TB/ Zoonotic Ds.
- 21.6 Must have a trained staff in ISO-15189.
- 21.7 Assessment must be completed within 2 months from the date of signed contract.
- 21.8 2 selected staffs of the agency must be placed in DFY HO for proper functioning and working for a period of next 2 years in line with (C) **Staff Placement Agreement with Job Description**.
- 21.9 GANTT Chart informing timelines for executing the various stages of work.
- 21.10 The agency should have adequate infrastructure and equipment to perform as per the SOP's mentioned in this document.

The bids, which do not meet the eligibility and qualification requirements are liable to be treated as non-responsive and will be summarily ignored. In addition, the following are some of the important aspects, for which a bid shall be declared non – responsive and will be summarily ignored

- (i) Bid validity is shorter than the required period.
- (ii) Required Bid Security Declaration has not been submitted.
- (iii) Bidder has not agreed to give the required Performance Security.

22 QUALIFICATION CRITERIA

- 22.1 The Bidder should have an average annual turnover of a minimum of Rs. 10 Crores for the last three financial years (FY 2021-2022, 2022-2023 & 2023-2024) (Certificate issued by a statutory auditor along with Copy of audited Balance Sheet with the signature and seal of the Statutory auditors.

22.2 The team should have National or international Assessor recognition of ISO 15189 With 5 days Training.

22.3 Minimum experience of 10 years in the field assessment of labs

22.4 During evaluation of the bids, DFY may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the DFY in the evaluation of the bids.

23 TECHNICAL EVALUATION CRITERIA

Selection Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation. In assessing each proposal, DFY will allocate greater importance to technical factors than to cost factors. A two-stage procedure will be utilized in evaluating the proposals, with evaluation of the technical proposal being completed (first pass) prior to any price proposal being considered; and cost evaluation is only undertaken for technical submissions that have been previously shortlisted based on the content of the technical proposal.

The score assigned to each proposal will be of guidance in determining which proposal would provide the greatest value to DFY. However, DFY reserves the right not to employ raw scores in determining best value where it considers, in its sole discretion, that this would not be appropriate.

The technical merit of proposals will be evaluated based on the following evaluation criteria:

Sr. No.	Evaluation Criteria	Maximum Scoring
Technical Evaluation		
1	Organization profile	5
2	Presence (office) in the geographical area (5 states mentioned in RFP) 1. States 1 (5 Marks) 2. States 2-3 (10 - 15 Marks) 3. States 4-5 (25 - 30 Marks)	(30) 5 10-15 25-30
3	Experience of carrying out assessment with minimum of 25 Laboratories out of which 5 in Molecular testing	15
4	The team has Trained personnel with the qualification post MBBS/ PhD with Experience of setting up molecular lab. Minimum 5 nos. personnel	25
6	Technical presentation of the pre-qualified bidders to check the technical capability and strength of the bidder to execute the project	25
TOTAL		100

- a) **Presentation** - As a part of the evaluation process, shortlisted bidders will be called for in -person presentation between **18th – 23th July 2024 (Tentative)** at The DFY's office in New Delhi. The actual schedule/ details will be intimated later to participants over mail in case of any change.
- b) The bidder must obtain a **minimum score of 70** for Technical Qualification of the Proposal submitted by them.
- c) The financial proposal of the bidders qualifying in the technical evaluation by obtaining marks greater than 70 will only be opened.

- d) Final score for an applicant would be weighted average of technical and financial bids, where the technical and financial proposals will be assigned a weight of 70 and 30 percent respectively. The scoring system of this 'Quality-cum-cost-Based' to be used for obtaining final scores is illustrated below.

Technical Score		Financial Proposal		Combined Score		
Score	Weighted Score = (Score/Max score)*100	Bid Amount	Weighted Score = (Mini. Amount/ Amount)*100	Technical	Financial	Total
(1)	(2)	(3)	(4)	(5)=(2)* 70%	(6)=(4)* 30%	(7) = (5) +(6)
70	77.8	6	100	54.46	30	84.46
80	88.9	7	85.7	62.23	25.71	87.94
90	100	8	75	70	22.5	92.5

Both technical and financial proposal will be valid for 6 months from the date of submission of proposal

Please note that the cost of preparing a proposal and contract, including visits to DFY's office, if any, is not reimbursable as a direct cost of the assignment.

24 FINANCIAL PROPOSAL

The bidder is required to submit the Financial Bid as per the Standard Forms - FIN I - Price Bid Form for the given scope of work (Inclusive all other taxes except GST) as part of the Financial Bid.

Payment Milestones

Sl. No.	Suggested milestones for TB Containment Lab establishment	Payment Slab	Documents to be submitted for processing the payment
1	Signing of Contract	10%	1. Signed contract copy with valid performance bank guarantee
			2. Submission of Advance payment bank Guarantee for the amount equivalent to 10% of contract value.
2	Inception report with detailed work plan and timeline. (Agency will submit the data to DFY – total number of labs district wise)	20%	1st week signing of contract (Approval of working by DFY)
3	40% Labs assessment completed and associated data	15%	Last week of the 1st month from the date of signing of contract (Approval of working by DFY)
4	50% Labs assessment completed and associated data	15%	Third week of the 2nd month from the date of signing of contract (Approval of working by DFY)
5	10% Labs assessment completed and associated data with Final report of detailed gap assessment, recommendations, and finalized upgradation plan	40%	Last week of the 2nd month from the date of signing of contract (Approval of working by DFY)

Note:- Payment shall be released as per the schedule of payments (as above), within 30 days upon submission of Invoice along-with supporting documents (two copies – One original and one duplicate copy and all the working data should be store in cloud storage dedicate for DFY and accessible to DFY's authorize staff).

25 CONTACTING THE DFY

From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the DFY for any reason relating to its bid, it should do so only in writing.

In case a bidder attempts to influence the DFY in the DFY's decision on scrutiny, comparison & evaluation of bid and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the DFY.

F. AWARD OF CONTRACT

26 DFY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The DFY reserves the right to accept in part or in full any bid or reject any bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

27 AWARD CRITERIA

The contract will be awarded to the lowest priced evaluated responsive bidder, decided by the DFY (As per Bid evaluation method).

28 VARIATION IN SCOPE OF SERVICES AT THE TIME OF AWARD AND/OR DURING VALIDITY OF CONTRACT

The DFY reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services to the extent of 25% based on mutually agreed terms and conditions.

29 INTIMATION LETTER TO SUCCESSFUL BIDDER / NOTIFICATION OF AWARD

Before expiry of the bid validity period, the DFY will notify the successful bidder(s) in writing, only by speed post or by e-mail that its bid has been accepted, briefly indicating therein the essential details like description of services and corresponding prices accepted. The successful bidder must furnish to the DFY's the required Performance Security within 21 days along with the contract agreement from the date of this notification, failing which the award will be cancelled.

30 SIGNING OF CONTRACT

Promptly after notification of award, the DFY will send the contract form as per Format given in the Bid Documents duly completed and signed, in duplicate, to the successful bidder by registered AD/speed post/Courier.

Within twenty-one days (21) from the date of the Notification of Award as above, the successful bidder shall return the original copy of the contract, duly signed, and dated, to the DFY by registered AD/speed post/Courier.

SECTION– II: TECHNICAL PROPOSAL-
STANDARD FORMS

TECHNICAL PROPOSAL- STANDARD FORMS

Form TECH-1: Form of Bid (Technical)

To,
The Director
M/s Doctors For You
Flat no. G6/312 Pocket – D
Ganga Apartment, Vasant Kunj
New Delhi - 110070

Subject: Doctors For You invites the bids from agencies for the Laboratory Assessment required for all Public NAAT Laboratories within the per view of NTEP across 5 states of INDIA.

Bid Ref. No. DFY/GF/Lab Assessment/J/03/2024-25

Sir/Madam:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Agency]

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature [In full
and initials]: Name and Title of

Signatory:

Name of Firm:

Address:

TECHNICAL PROPOSAL- STANDARD FORMS

Form TECH-2: Bidders' Information Form

[Bidders are required to provide the information sought below]

1. Name, Address, phone / email of the Bidder:

2. **Expertise of Organization:** [In brief, not more than 500 words]

- Organization structure
- Years of experience in executing similar assignments
- Core areas of expertise of the organization

3. Details of staff under permanent rolls of the Bidder

- a. technical
- b. skilled
- c. unskilled

4. *Financial data of the organization*

Annual Turnover of Last 3 Financial Years

F.Y. 2021-22 - Rs. _____

F.Y. 2022-23 - Rs. _____

F.Y. 2023-24 - Rs. _____

P.S. Please attach Audited financial statement, including Profit & Loss Statement, Income & Expenditure statements etc. (for the last three years as above)

- Name and Address of Banker

5. *DFY Reference List:*

[Please provide references such as customer's details, tel. nos. etc.]

Name of customer:	Description of service rendered	DFY's Contact person name, telephone, and e-mail Id.
1.		
2.		
3.		

- a. Please provide DFY list of the bidder as per above table
- b. Please attach self-attested copy of Work Order / MOU / Contract or any other document in support of above experience.

6. *Contact details of persons who may be contacted for requests for clarification during bid evaluation:*

-Name/Surname:

- Tel Number (direct): Landline and Mobile no.
- Email address (direct):

Signature and seal of the Bidder

TECHNICAL PROPOSAL- STANDARD FORMS

Form TECH-3: Bidders' Information Form

[JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM Bidders are required to provide the information sought below]

Name :
 Address :
 Phone :
 email of the Bidder :

To be completed and returned with your Proposal if the Proposal is submitted as a joint venture / Consortium / Association.

S.No.	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	(Complete)	(Complete)
2	(Complete)	(Complete)
3	(Complete)	(Complete)

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	(Complete)
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We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture OR JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture / Consortium / Association shall be jointly and severally liable to DFY for the fulfillment of the provisions of the Contract.

Name of Partner

Signature

Date:- _____

Name of Partner

Signature

Date:- _____

Name of Partner

Signature

Date:-

Name of Partner

Signature

Date:-

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

7. Expertise of Organization: [In brief, not more than 500 words]

- Organization structure
- Years of experience in executing similar assignments
- Core areas of expertise of the organization

8. Details of staff under permanent rolls of the Bidder

- d. technical
- e. skilled
- f. unskilled

9. Financial data of the organization

Annual Turnover of Last 3 Financial Years

F.Y. 2021-22 - Rs. _____

F.Y. 2022-23 - Rs. _____

F.Y. 2023-24 - Rs. _____

P.S. Please attach Audited financial statement, including Profit & Loss Statement, Income & Expenditure statements etc. (for the last three years as above)

- Name and Address of Banker

10. DFY Reference List:

[Please provide references such as customer's details, tel. nos. etc.]

Name of customer:	Description of service rendered	DFY's Contact person name, telephone, and e-mail Id.
1.		
2.		
3.		

- c. Please provide DFY list of the bidder as per above table
- d. Please attach self-attested copy of Work Order / MOU / Contract or any other document in support of above experience.

11. Contact details of persons who may be contacted for requests for clarification during bid evaluation:

-Name/Surname:

- Tel Number (direct): Landline and Mobile no.
- Email address (direct):

Signature and seal of the Bidder

TECHNICAL PROPOSAL- STANDARD FORMS

Form TECH-4: Proposed Project Team and Organizational Structure

Note to bidders: Bidders shall provide the names of Team Members and their qualification and experience (for each states)

Schedule No. _____

No.	Position Description	Name	Qualification	Years Exp
1	[Insert Description]	[Insert Name]		[Insert No.]
2	[Insert Description]	[Insert Name]		[Insert No.]
3	[Insert Description]	[Insert Name]		[Insert No.]
4	[Insert Description]	[Insert Name]		[Insert No.]
5	[Insert Description]	[Insert Name]		[Insert No.]
			

TECHNICAL PROPOSAL-STANDARD FORMS

Form TECH-5: Works Management System

Note to bidders: Bidders are required to provide the following information with supporting documents, if any:

Project implementation/quality management

- *Project implementation/quality management manual/policy (if any);*
- *An outline project implementation/quality management plan for the project.*

Health and safety management

- *Health and safety management manual/policy (if any);*
- *An outline health and safety management plan for the project.*

TECHNICAL PROPOSAL- STANDARD FORMS

Form TECH-6: Proposed Methodology to Execute the Works

(Use as much space as required for completing this section)

I. PROPOSED METHODOLOGY

II. SCHEDULE OF EXECUTION OF WORKS (FOR EACH STATE SCHEDULESEPARATELY)

**SECTION– III: FINACIAL PROPOSAL - PRICE BID FORM
(STANDARD FORMS)**

Form FIN I - Price Bid Form

[to be submitted with Price Bid only]

To,
Director
M/s Doctors For You,
**Flat no. G6/312 Pocket – D,
Ganga Apartment Vasant Kunj,
Delhi – 110070**

Dear Sir,

Subject: Bid for the Laboratory Assessment required for all Public NAAT Laboratories within the per view of NTEP across 5 states of INDIA.

Bid Ref. No. DFY/GF/Lab Assessment/J/03/2024-25

1. We, [**Name of Bidder**], hereby submit a bid for the Laboratory Assessment required for all Public NAAT Laboratories:

S. No.	Name of State	
1	Maharashtra	
2	Rajasthan	
3	Uttar Pradesh	
4	Bihar	
5	Assam	

2. We warrant that in preparing and submitting this bid, we have complied with, and are willing to be bound by, any and all of the requirements and provisions of the above- referenced ITB, including the terms and conditions of the Contract as set out in the BidDocuments.
3. Based on the above, our proposed **Total Contract Price is Rs.** _____ **inclusive of all applicable taxes i.e. GST for..... schedules** (amount in words)
4. I, the undersigned, certify that I am duly authorized by [**insert name of bidder**] to sign this bid and bind [**insert name of bidder**]:

Organization Name: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Section IV- CONTRACT FORM and CONDITIONS OF
CONTRACT

SERVICES CONTRACT

For

ENGAGING OF AN agency for the Laboratory Assessment required for all Public NAAT Laboratories within the per view of NTEP across 5 states of INDIA.

(the “Contract”)

Between

- (1) **M/s Doctors For You** Registered office: Flat No - 201/203, Building Number – 22, Lallubhai Compound, Mankhurd, Mumbai-400043, Maharashtra, INDIA, (herein after referred as “DFY”)

And

- (2) **M/s** _____, (Hereinafter referred to as “Service Provider”)
- (3) The Doctors For You (DFY) has requested to Agency, to provide “Services” as hereinafter defined and further detailed under the Appendix A.
- (4) The agency represents to the DFY that it has the required professional skills, personnel and technical resources, and has offered to provide Services, in response to the tender No DFY/GF/Lab Assessment/J/03/2024-25, for the Laboratory Assessment required for all Public NAAT Laboratories within the per view of NTEP across 5 states under ‘SSHAKTI’ project.
- (5) The DFY has accepted the offer of the Service Provider to provide the Services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract.
- (b) The Special Conditions of Contract.
- (c) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements

2. **Commencement of Services:** The Service Provider shall carry out the Services from ‘**Start date**’ to ‘**End date**’.

3. The mutual rights and obligations of the DFY and the Service Provider shall be as set forth in the Contract, and in particular:

- a) The Service Provider shall carry out and complete the Services in accordance with the provisions of the Contract; and
- b) The DFY shall make payments to the Service Provider in accordance with the provisions of the Contract.

Signature page follows

This Contract is executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Facsimile and/or scanned PDF (portable document format) signatures are deemed equivalent to original signatures for purposes of this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names by the authorized personnel, as of the day and year as above written.

For M/s Doctors For You

For M/s _____

Sign. & Stamp

Name:-

Designation:-

Sign. & Stamp

Name: -

Designation: -

II. General Conditions of Contract

Conditions of Contract

1. GENERAL PROVISIONS

1.1 **Definitions:-** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) “Applicable Law” means the laws and any other instruments having the force of law in India at the Effective Date.

(b) “Service Provider” means any private or public entity that will provide the Services to the DFY under the Contract.

(c) “Contract” means this Contract signed by the Parties and all the attached schedules/ Annexures or Addendums (if any) hereto.

(d) “Day” means calendar day.

(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause of Contract Condition 2.1.

(f) **Bank Guarantee for advance payment**” means the security (or securities) to be provided under Sub-Clause 11.3 [*Advance Payment*]

(g) **Bank Guarantee for performance**” means the security (or securities) to be provided under Sub-Clause 3.7 [*Bank Guarantee for Performance*]

(h) “Foreign Currency” means any currency other than the currency of the DFY’s country.

(i) “Government” means the Government of India.

(j) “Local Currency” means Indian Rupees.

(k) “Member” means any of the entities that make up the joint venture/ consortium/ association; and “Members” means all these entities.

(l) “Party” means the DFY or the Service Provider, as the case may be, and “Parties” means both of them.

(m) “Personnel” means professionals and support staff provided by the Service Provider and assigned to perform the Services or any part thereof.

(n) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A hereto.

(o) “Third Party” means any person or entity other than the DFY, or the Service Provider

(p) “Confidential Information” means information in written, graphic, oral or other tangible form protected by trade secret or other right of non-disclosure that is marked in writing as confidential, or, if disclosed orally and requested by the receiving Party, is summarized in writing and so marked within thirty (30) days.

1.2 Relationship between the Parties:

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the DFY and the Service Provider. The Service Provider, has complete charge of Personnel and Sub-Service Providers, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder

1.3 Law Governing Contract:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified below: -

The addresses are:

- 1. **M/s Doctors For You**, Flat No - 201/203, Building Number – 22, Lallubhai Compound, Mankhurd, Mumbai-400043, Maharashtra, INDIA
- 2. Service Provider: **M/s** _____

1.5 Location:

Laboratory Assessment required for all given states

Sr. No	States
1	Maharashtra
2	Rajasthan
3	Uttar Pradesh
4	Bihar
5	Assam

1.6 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the DFY or the “Service Provider” may be taken or executed by the officials specified below:-

1. For DFY: Name

2. For Service Provider: Name

1.7 Taxes and Duties (“TDS”):

The Service Provider shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India. The TDS as applicable shall be deducted by the DFY.

1.8 Fraud and Corruption

1.8.1 Definitions:

It is the DFY’s policy to require that DFYs as well as agencies observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the

DFY defines, for the purpose of this provision, the terms set forth below as follows:

- i) “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- j) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- k) “Collusive practices” means a scheme or arrangement between two or more Agencies, with or without the knowledge of the DFY, designed to establish prices at artificial, noncompetitive levels;
- l) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.8.2 **Measures to be taken by the Party**

Each Party may terminate the contract if it determines at any time that representatives of the other Party were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of this Contract, and the said breach is not remedied by the breaching Party within 30 days (or such extended period as may be mutually agreed) of such Party giving a notice to the Party committing such breach to rectify such breach.

2. **COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF THE CONTRACT**

2.1 **Effectiveness of Contract:**

This Contract shall come into force and effect on the date of_____.

2.2 **Termination of Contract for Failure to Become Effective:**

If this Contract has not become effective within one month after the Effective Date, either Party may, by not less than twenty one (21) Days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 **Expiration of Contract:**

Unless terminated earlier pursuant to Clause GCC 2.8 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

2.4 **Entire Agreement:**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or contract not set forth herein.

2.5 **Modifications or Variations:**

- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by mutual written contract between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

- (b) In cases of substantial modifications or variations, the prior mutual written consent of both the parties is required.

2.6 **Force Majeure**

2.6.1 **Definition:**

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not to, war, riots, civil disorder, code of conduct due to general elections, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Service Providers or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- c) Subject to clause 2.6.3, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.6.2 **No Breach of Contract:**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 **Measures to be Taken:**

- (a) Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the DFY, shall either: demobilize; or continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8.

2.7 Suspension:

The DFY may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.8 Termination

2.8.1 By the DFY:

The DFY may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause 2.8.1 of this Contract.

- (a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the DFY may have subsequently approved in writing.
- (b) If the Service Provider becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.
- (d) If the Service Provider, in the judgment of the DFY, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract. If the Service Provider submits to the DFY a false statement which has a material effect on the rights, obligations or interests of the DFY.
- (e) If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the DFY.
- (f) If the Service Provider fails to provide the quality services as envisaged under this Contract.
- (g) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (h) If the DFY, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2 In such an occurrence the DFY shall give not less than thirty (30) days written notice for termination to the Service Provider,

2.8.3 By the Service Provider:

The Service Provider may terminate this Contract, by not less than thirty (30) days written notice to the DFY, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.8.3 of this Contract.

- (a) If the DFY fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days from the date it has fallen due.

- (b) If the Service Provider becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the DFY fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

If the DFY is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the DFY of the Service Provider's notice specifying such breach.

2.8.4 Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, and (iii) any right which a Party may have under the Law.

2.8.5 Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses of Conditions of Contract 2.8.1 or 2.8.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the DFY, the Service Provider shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.8.6 Payment upon Termination:

Upon termination of this Contract pursuant to Clauses of Conditions of Contract 2.8.1 or 2.8.2 hereof, the DFY shall make the following payments to the Service Provider:

- (a) If the Contract is terminated pursuant to Clause 2.8.1 or 2.8.2, payment pursuant to Clause 6.3 hereof for Services performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination.

2.8.7 Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause 8 hereof, and this Contract may not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE SERVICE PROVIDER

General

3.1 Standard of Performance:

Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional

standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the DFY, and shall at all times support and safeguard the “DFY’s” legitimate interests in any dealings with Sub-Service Providers or Third Parties

3.2 Conflict of Interests:

The Service Provider shall hold the DFY’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this Contract, a conflict of interest arises for any reasons, the Service Provider shall promptly disclose the same to the DFY and seek its instructions.

3.2.1 Service Provider not to benefit from Commissions etc.

The payment of the Service Provider pursuant to Clause 6 hereof shall constitute the Service Provider’s only payment in connection with this Contract and, subject to Clause 3.2.2 hereof, the Service Provider shall not accept for its own benefit any trade commission, similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that any Sub-Service Providers, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

3.3 Confidentiality:

Except with the prior written consent of the DFY, the Service Provider and the Personnel shall not at any time communicate to any person or entity any Information acquired in the course of the Services, nor shall the Service Provider and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be taken out by the Service Provider:

The Service Provider will be responsible for taking out any appropriate insurance coverage wherever required. DFY does not have any obligations on this account.

3.5 Reporting Obligations:

The service provider shall submit to the DFY the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods.

3.6 Documents Prepared by the Service Provider to be the Property of the DFY:

All reports and other documents prepared by the Service provider for the DFY under this Contract (together “Documents”) shall become and remain the property of the DFY upon delivery to the DFY, and the Service provider shall, not later than upon termination or expiration of this Contract, deliver all such Documents to the DFY, together with a detailed inventory thereof. The Service Provider may retain a copy of such Documents, but shall not use anywhere, without taking permission, in writing, from the DFY and the DFY reserves right to grant or deny any such request. However, Service Provider shall have right to use such Documents if required by regulatory Authorities or court of law or audit purpose.

3.7 Bank Guarantee for Performance

Unless otherwise stated in the Schedule of Details, the Agency must deliver to the DFY, within 14 days of the Commencement Date, an unconditional and irrevocable on-demand bank guarantee in the form provided in the Schedule of Security, from a bank approved by the DFY,

for the amount stated in the Schedule of Details.

Any Bank Guarantee for performance provided to the DFY under Sub-Clause 3.7 must be valid for three months beyond Defects Notification Period under Contract.

The DFY may withhold, retain or set off from any payment due to the Agency under this Contract amounts to protect the DFY against any costs, charges, expenses and damages for which the Agency is liable to the DFY under or in connection with this Contract. This right to withhold, retain or set off does not limit the DFY's right to recover those amounts in any other way

4 SERVICE PROVIDERS' PERSONNEL AND SUB-SERVICE PROVIDERS

General:

The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

5 OBLIGATIONS OF THE DFY

5.1 Assistance and Exemptions:

DFY shall use its best efforts to ensure that the Government shall:

- (a) Provide the Service Provider with work permits and such other documents as shall be necessary to enable the Service Provider to perform the Services.
- (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Change in the Applicable Law Related to Taxes and Duties:

If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Service Provider for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1(a).

5.3 Services, Facilities and Property of the DFY:

- (a) The DFY shall make available to the Service Provider and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property at the times and in the manner specified like (provide required support online/offline, location of household contact, contact details of state in-charge, date of visit (in case of events to be covered outside base location, with details of contact person, venue, agenda of the event in advance)

5.4 Payment:

In consideration of the Services performed by the Service Provider under this Contract, the DFY shall pay to the Service Provider such amount and in such manner as is provided by Clause 6 of this Contract.

6 CONTRACT PRICE AND PAYMENT

Contract Price & Valuation of the Works - The DFY must pay the Agency the Contract Price in accordance with this Clause 6 and the Schedule of Contract Price. The Agency is deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price and all fixed rates and prices in the Contract

6.1 Statements

The Agency must submit a statement to the DFY's Representative in accordance with the requirements and timings stated in the Schedule of Payment or otherwise as notified by the DFY's Representative in writing. Each statement must be in a form approved by the DFY's Representative, showing the value of the work performed and details of any other amounts to which the Agency considers itself entitled. If requested by the DFY's Representative, when submitting the statement the Agency must provide verification of all payments owed to subs and the Agency's Personnel.

The statement must be based on the prices and/or rates set out in the Bill of Quantities or as otherwise set out in the Schedule of Contract Price.

If a percentage is stated in the Schedule of Details, the Agency will be entitled to that percentage of the value of Materials and Plant listed in the Schedule of Details if such Plant and Materials are in accordance with the Contract, delivered to and properly stored on the Site at a reasonable time.

Within 28 days after the DFY's Representative issues the Taking-Over Certificate, the Agency must submit a statement to the DFY's Representative as its final statement in respect of the Contract Price and any claim the Agency has in respect of the Works under the Contract which the Agency considers to be due from the DFY for all events and circumstances that have occurred up to the Date of Substantial Completion stated in the Taking-Over Certificate. The Agency is not entitled to make, and the DFY is released from, any new claim or an increased existing claim against the DFY in respect of the Contract Price or otherwise in respect of all events and circumstances that have occurred up to the earlier of the submission of the statement or expiration of the 28 days.

6.2 Advance Payment

- a) Unless otherwise notified by the DFY, the DFY will pay the advance payment only after receiving the Bank Guarantee for performance (if any) in accordance with Sub-Clause 3.7 and a Bank Guarantee for advance payment in accordance with Sub-Clause 6.2(c), in amounts and currencies equal to the advance payment.
- b) The Bank Guarantee for advance payment payable in accordance with Sub- Clause 6.2(b), must be an unconditional and irrevocable on-demand bank guarantee in the form provided in the Schedule of Security, from a bank approved by the DFY. Unless and until the DFY receives this guarantee, Sub-Clause 6.1 will not apply.
- c) The Agency must ensure that the Bank Guarantee for advance payment is valid and enforceable until the whole of the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the Agency in the interim payments. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Agency must extend the validity of the guarantee until the advance payment has been repaid.
- d) The advance payment must be repaid by the Agency through percentage deductions in interim payments. The DFY will deduct a percentage of each interim payment, at the rate stated in the Schedule of Payments, until such time as the advance payment has been repaid.
- e) If the advance payment has not been repaid prior to the issue of the Taking Over Certificate for the Works or prior to termination of the Contract, the whole of the balance then outstanding will immediately become due and payable by the Agency to the DFY.

6.3 Total Cost of the Services:

The total cost of the Services payable is a maximum of **Rs. /-** (In words)

S.No.	Name of State	Amount	GST	Total Amount
1	Maharashtra			
2	Rajasthan			
3	Uttar Pradesh			
4	Bihar			
5	Assam			

- (a) TDS, as applicable shall be deducted at the time of payment disbursement to the service provider.
- (b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), payments under this Contract shall not exceed the amount specified.

6.4 Terms of Payment:- The payments in respect of the Services shall be made as follows Payment:

- (a) The payment shall be made on monthly basis against the invoice that is raised by agency after submission of original invoice along support documents, per month verified by DFY India-personnel or nominated representative/focal person.

(b) **Final statement**:- The final payment as specified above shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Service Provider and approved as satisfactory by the DFY. The Services shall be deemed completed and finally accepted by the DFY and the final report and final statement shall be deemed approved by the DFY as satisfactory within forty five (45) calendar days of receipt of the final report and final statement by the DFY unless the DFY, within such forty five (45) day period, gives written notice to the Service Provider specifying in detail deficiencies in the Services, the final report or final statement. The Service Provider shall thereupon promptly make any necessary corrections, and such modified report is deemed to be accepted by the DFY. Any amount, which the DFY has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Service Provider to the DFY within forty five (45) days after receipt by the Service Provider of notice thereof. Any such claim by the DFY for reimbursement

must be made within Six (6) calendar months after receipt by the DFY of a final report and a final statement approved by the DFY in accordance with the above.

(c) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the DFY/Committee after submission by the Service Provider for the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the DFY/committee after submission by the Service Provider.

(d) If the deliverables submitted by the Service Provider are not acceptable to the DFY, reasons for such non-acceptance should be recorded in writing; the DFY shall not release the payment due to the Service Provider. The DFY will provide the reasons of non-acceptance of report to the service provider within fifteen (15) days of receiving of report. In such case, the payment will be released to the Service Provider only after it re-submits the deliverable and which is accepted by the DFY.

(e) All payments under this Contract shall be made to the accounts of the Service Provider as provided in the invoice.

(f) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Service Provider of any obligations hereunder, unless the acceptance has been communicated by the DFY to the Service Provider in writing and the Service Provider has made necessary changes as per the comments / suggestions of the DFY communicated to the Service Provider.

(g) In case of early termination of the Contract, the payment shall be made to the Service Provider as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Service Provider shall provide the details of persons reasonably worked during this period with supporting documents. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Service Provider in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by

calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

6.5 Currency

All payments shall be made in Indian Rupees.

6.6 Delayed Payment

The DFY is not entitled to any interest in respect of any amount in any statement submitted to the DFY in accordance with Sub-Clause 6.1 which remains due and unpaid.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith:

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract:

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement:

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration:

In the case of dispute arising upon or in relation to or in connection with the contract between the DFY and the Service Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the DFY and the Service Provider, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the court having jurisdiction. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- 8.3. Arbitration proceedings shall be held in **Delhi, India** and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the DFY and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award

9.1 Change in Status:

The Service Provider shall notify the DFY of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

Independent Agency. The relationship of the Parties to this Contract is that of independent agency and not agents of each other or joint venturers or partners. Nothing in this Contract shall be deemed to create an agency relationship or joint venture between the Parties. Each Party shall be responsible for all taxes, benefits, withholdings, worker's compensation, unemployment insurance and similar requirements of its own employees and neither Party's employees shall be deemed agents or employees of the other PARTY.

9.2 Unauthorized use of funds:-

- i. Anti-Terrorism: Service Provider will not use funds provided under this Contract, directly or indirectly, in support of activities (a) related to combatting terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn or its equivalent) or entities owned or controlled by such persons; or (c) with countries or territories against which the U.N. maintains comprehensive sanctions (currently, Cuba, Iran, (North) Sudan, Syria, North Korea, and the Crimean Region of Ukraine), under applicable law and specifically approved by DFY India in its sole discretion.
- ii. Anti-Corruption & Anti-Bribery: Service Provider will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Specific SOW, including by assisting any party to secure an improper advantage.
- iii. Political Activity & Advocacy: Service Provider may not use funds to influence the outcome of any election for public office in any country, or to carry on any voter registration drive.
- iv. Child Safeguarding: Service Provider is committed to comply with all relevant local law on child rights and welfare in order to provide what is in 'best interest of the child' including employment law that apply to children and shall not use any funds under this Contract to support the contrary.

9.3 Variation:

The Parties may only vary this Contract by way of another document signed by them.

9.4 Non-exclusivity:

Nothing in this Contract shall prevent either Party working with a Third Party in any form of business or other relationship.

9.5 Use of Names:

Except as explicitly provided in this Contract, neither Party shall, in any statement or material of a promotional nature, refer to the relationship of the other Party to the collaboration pursuant to this Contract, or otherwise use the other Party's acronym and/or emblem, without the prior written consent of the other Party.

- 9.6 **Use of Headings:**
Headings are used in this Contract for the sake of convenience only.
- 9.7 **Integration:**
This Contract, together with the exhibits, appendices, schedules and attachments hereto, constitutes the entire Contract and understanding between the Parties with respect to the subject matter herein and supersedes in all respects all prior proposals, negotiations, conversations, discussions and agreements between the Parties concerning the subject matter hereof, and no subsequent alterations, amendments, changes or additions hereto shall be binding and valid unless reduced to writing and signed by each Party.
- 9.8 **No Waiver:**
Failure of any Party to insist upon strict observance of or compliance with any of the terms of this Contract in one or more instances shall not be deemed to be a waiver of its right to insist upon such observance or compliance with the same or other terms hereof or in the future.
- 9.9 **Provisions:**
If any provisions of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not be impaired thereby.
- 9.10 **Code of Conduct and Ethics:**
Vendor shall agree & ensure compliance with the Global Fund code of conduct for suppliers as amended from time to time. please refer Annex-C for compliance.
https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf
- 9.11 **Assignment:**
This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 9.12 **Amendments:**
Amendments to the Contract may occasionally become necessary. Such amendments are contemplated by the Parties. All such amendments shall be agreed in writing by the Parties and signed by an authorized representative of each Party.
- 9.13 **English Language:**
This Contract, including without limitation, all documents and notices required hereunder, referred to herein or requested by either Party in connection herewith shall be written in English language. Except as otherwise required by applicable Law, the binding version of all the foregoing shall be the English version.
- 9.14 **Terms and Headings:**
Singular terms shall be construed as plural, and vice versa, where the context requires, and the headings or titles of the Sections or Articles of this Contract are for convenience only and shall not be used as an aid in construction of any provision hereof. References to and mentions of the word “including” or the phrase “e.g.” means “including without limitation”. The words “shall” and “will” and/or “he” and “she”, in the context of an obligation, direction, or right shall be synonymous.

IV. Appendices

Annexure 1

NAAT Laboratories Assessment Checklist under the below mention heads

Name of the NAAT Laboratory:

Address:

Contact Person:

Nodal person for maintenance:

S. No	Checklist	Availability Yes/No	Practice Compliance Yes/No	Provision of Compliance	Quantity if Applicable/Remarks
Legal Document					
Infrastructure					
External Quality Assurance and Calibration					
Inventory					
Manpower and Training					
Standard Operating Procedures					
Maintenance					
Usage and Downtime					
Outcomes (Last Quarter)					
Recording and Reporting					
Waste Management					
Process Control					

SCHEDULE 5 - SCHEDULE OF PAYMENT

Sl. No.	Suggested milestones for TB Containment Lab establishment	Payment Slab	Documents to be submitted for processing the payment
1	Signing of Contract	10%	1. Signed contract copy with valid performance bank guarantee 2. Submission of Advance payment bank Guarantee for the amount equivalent to 10% of contract value.
2	Inception report with detailed work plan and timeline.	20%	1st week signing of contract (Approval of working by DFY)
3	Final report with detailed gap assessment along with data analysis sheet.	20%	1st week signing of contract (Approval of working by DFY)
4	Interim report with preliminary findings from field visits and consultations.	25%	Last week of the 1st month from the date of signing of contract (Approval of working by DFY)
5	recommendations, and finalized upgradation plan of the labs	25%	Last week of the first 2nd month from the date of signing of contract (Approval of working by DFY)

Note:- Payment shall be released as per the schedule of payments (as above), within 30 days upon submission of Invoice along-with supporting documents (two copies – One original and one duplicate copy).

SCHEDULE-6
BANK GUARANTEE FOR PERFORMANCE
[On the letterhead of the Bank]

Date: *[insert]*

To
The Director
M/s Doctors For You
,
Mumbai Address

Dear *[insert]*

***[insert works title]* - Bank Guarantee for Performance**

You entered into a contract dated *[insert date]* with *[insert]* ("**Agency**") titled *[insert contract title]* Contract for the *[insert name of the project]* for certain works and services ("**Works**") to be undertaken by the Agency ("**Contract**").

We, *[insert Bank]*, irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Agency has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Agency and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding the sum equivalent to **10 %** of the Accepted Contract Amount ("**Guaranteed Sum**").

This Bank Guarantee for Performance ("**Guarantee**") is valid and will continue to be valid from the date of this letter for the Guaranteed Sum till *[insert date]*. This Guarantee will automatically become null and void by the end of this validity period.

Any payment by us in accordance with this Guarantee must be in INR free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Agency and will not be discharged or otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Agency;
- amendment, modification or extension which may be made to the Contract or the Works executed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organisation of the Agency; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any person, firm or company other than an Affiliate, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case

of personal delivery) or forty-eight (48) hours after being dispatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Agency, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase or decrease.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalised words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act 1996 then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities whatsoever.

IN WITNESS of which the [*insert Bank*] has duly executed this Guarantee on the date stated above.

SIGNED by [*insert*])
as attorney for [*insert*])
under power of attorney dated)
[*insert*])
in the presence of)

)
.....)
Signature of witness)

)
.....)
Name of witness (block letters))
.....)
Address of witness)
.....)
Occupation of witness

Address for notices
[*insert address*]

.....
..... By executing this
agreement the attorney states
that the attorney has received no
notice of revocation of the power
of attorney

SCHEDULE-7
BANK GUARANTEE FOR ADVANCE PAYMENT
[On the letterhead of the Bank]

Date: *[insert]*

To:

The Director
M/s Doctors For You
Mumbai Address

Dear *[insert]*

***[insert works title]* Construction Contract - Bank Guarantee for Advance Payment**

You entered into a contract dated *[insert date]* with *[insert]* ("**Agency**") titled *[insert contract title]* Contract for the *[insert name of the project]* for certain works and services ("**Works**") to be undertaken by the Agency ("**Contract**").

We, *[insert Bank]*, irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Agency has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Agency and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding the sum equivalent to **10 %** of the Accepted Contract Amount ("**Guaranteed Sum**").

This Bank Guarantee for Performance ("**Guarantee**") is valid and will continue to be valid from the date of this letter for the Guaranteed Sum till *[insert date]*. This Guarantee will automatically become null and void by the end of this validity period.

Any payment by us in accordance with this Guarantee must be in INR free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Agency and will not be discharged or otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Agency;
- amendment, modification or extension which may be made to the Contract or the Works executed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organisation of the Agency; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any person, firm or company other than an Affiliate, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being despatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Agency, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase or decrease.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalised words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act 1996 then in effect, the language of the proceedings being English. Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities whatsoever.

IN WITNESS of which the [*insert Bank*] has duly executed this Guarantee on the date stated above.

SIGNED by [*insert*]
as attorney for [*insert*]
under power of
attorney dated [*insert*]
in the presence of

.....
.....
Signature of witness

.....
.....
Name of witness
(block letters)

.....
.....
Address of witness

.....
.....
Occupation of witness

Address for notices
[*insert address*]

.....
.....
By executing this agreement
the attorney states that the
attorney has received no notice
of revocation of the power of
attorney

(A) **Milestone Dates**

The Agency must complete the following Milestones by the corresponding Milestone

Dates:

Sl. No.	Milestone	Milestone Date
1	(insert a detailed description of the Milestone) (for example: The supply, construction, commissioning, testing and completion of Road Section XX)	(insert date)
2	(insert a detailed description of the Milestone)	(insert date)
3	(insert a detailed description of the Milestone)	(insert date)
4	(insert a detailed description of the Milestone)	(insert date)
5	(insert a detailed description of the Milestone)	(insert date)

If no Milestones are listed above, then no Milestones apply, and the Agency must still complete the whole of the Works by the Time for Completion.

(A) FORM OF TAKING-OVER CERTIFICATE

[ON LAB/SITE OFFICIAL LETTERHEAD]

[insert Date]

Agency's Representative

[**Address**]

TAKING-OVER CERTIFICATE

Dear [*insert*]

[*insert works title*] Construction Contract ("**Contract**")

[*insert name of the development*]

We refer to Clause 8.2 of the
Contract.

We advise you that on [*insert date*] the Works, or a Section or part of the Works as specified below, were completed to a stage ready to be Taken Over by the DFY in accordance with the Contract.

The works to which this Taking-Over Certificate relates are:	
--	--

By signing this Taking-Over Certificate, the DFY acknowledges and accepts that the Works, or the Section or part of the Works specified above, were completed, including the matters described in Clause 7 [*Time for Completion*], and Taken Over by the DFY in accordance with the Contract on [*insert date*].

This Taking-Over Certificate is executed by an official representative duly authorised to bind the DFY.

This Taking-Over Certificate does not relieve you from any of your unperformed or continuing warranties, obligations or liabilities under or in connection with the Contractor at law, including the remedying of all defects.

Yours sincerely

.....

[*insert*]

DFY's Representative

(B) FORM OF FINAL COMPLETION CERTIFICATE

[ON LAB/SITE OFFICIAL LETTERHEAD]

[insert Date]

Agency's Representative

[Address]

FINAL COMPLETION CERTIFICATE

Dear [insert]

[insert works title] Construction Contract ("Contract")

[insert name of the development]

We refer to Sub-Clause 9.3 of the Contract.

We advise that on [insert date] you have completed your obligations under the Contract to a stage ready for the Final Completion Certificate to be issued by the DFY in accordance with the Contract.

By signing this Final Completion Certificate, the DFY acknowledges and accepts that your obligations under the Contract have been completed to a stage ready for the Final Completion Certificate to be issued by the DFY.

This Final Completion Certificate is executed by an official representative duly authorised to bind the DFY.

This Final Completion Certificate does not relieve you from any of its unperformed or continuing warranties, obligations or liabilities under or in connection with the Contractor at law.

Yours sincerely

.....

[insert]

DFY's Representative

(C) FORM OF FINAL PAYMENT CERTIFICATE

[ON DFY LETTERHEAD]

[insert Date]

Agency's Representative
[Address]

FINAL PAYMENT CERTIFICATE

Dear [insert]

insert works title] Construction Contract ("Contract")

This Final Payment Certificate is issued pursuant to Clause 11.7 of the Contract. Date of Final Statement applying for a Final Payment Certificate:

Total amount claimed in the Final Statement: INR

Value of all work done in accordance with Contract: INR

Any additional amount that the Agency is entitled to under the Contract: INR

Amount to be deducted for all prior payments made by the DFY to the Agency: INR

Total of the amount due for payment to [the Agency by the DFY][the DFY by the Agency]: INR

Yours sincerely

.....

[insert]

DFY's Representative

(C) Staff Placement Agreement

This Staff Placement Agreement ("Agreement") is made and entered into on [Date], between [Your Agency Name] ("Agency"), located at [Agency Address], and [DFY HO], located at [DFY HO Address], collectively referred to as the "Parties."

Purpose: The Agency agrees to place two selected staff members at the premises of DFY HO to facilitate proper functioning as outlined in the terms of this Agreement.

Placement Details:

1. The Agency shall select two staff members ("Staff") who are deemed suitable for the requirements of DFY HO. The selection criteria shall be mutually agreed upon by both Parties.
2. The Staff members shall be placed at DFY HO for the duration of [duration of placement], commencing from [start date] to [end date].
3. The duties and responsibilities of the Staff members shall be as mutually agreed upon by the Agency and DFY HO. Any changes to these duties must be communicated and agreed upon by both Parties in writing.
4. DFY HO shall provide necessary workspace, equipment, and facilities for the Staff members to carry out their duties effectively.

Expenses:

1. All expenses related to the placement of the Staff members at DFY HO, including but not limited to salaries, benefits, travel expenses, accommodation, and any other incidental expenses, shall be borne solely by the Agency.
2. DFY HO shall not be responsible for any expenses incurred by the Staff members during the course of their placement, except as explicitly agreed upon in writing between the Parties.

Compliance with HR Policies:

1. The Staff members placed at DFY HO shall be subject to the HR policies and regulations of the Agency. DFY HO agrees to comply with these policies during the duration of the placement.
2. Any disciplinary actions, grievances, or disputes involving the Staff members shall be addressed in accordance with the HR policies of the Agency.

Confidentiality and Non-Disclosure:

1. Both Parties agree to maintain the confidentiality of any proprietary or sensitive information exchanged during the course of this Agreement.
2. DFY HO shall not disclose any confidential information obtained from the Agency to any third party without prior written consent.

Termination:

1. Either Party may terminate this Agreement upon [notice period] days' written notice to the other Party.
2. In the event of termination, the Agency shall be responsible for the repatriation of the Staff members and any associated expenses.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of New Delhi, India [Jurisdiction]. Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the rules of [Arbitration Institution].

Entire Agreement: This Agreement constitutes the entire understanding between the Parties with respect to the

subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

[Your Agency Name]

By: [Authorized Signatory]

Title: [Title]

Date: [Date]

[DFY HO]

By: [Authorized Signatory]

Title: [Title]

Date: [Date]

Job Description:

The Lab Upgradation Supervisor will oversee the upgradation process of NAAT (Nucleic Acid Amplification Test) labs within the government sector. This role involves supervising upgradation activities, coordinating with relevant stakeholders, and ensuring that the upgradation process adheres to the specified standards and timelines

Key Responsibilities:

1. Supervision of Upgradation Activities:

- Oversee the implementation of upgradation activities in selected labs, ensuring compliance with project specifications and timelines.
- Coordinate with contractors, suppliers, and internal teams to ensure timely delivery of equipment and materials.
- Monitor the installation and commissioning of new lab equipment and infrastructure.

2. Quality Control and Compliance:

- Ensure all upgradation activities comply with relevant health and safety regulations, quality standards, and governmental guidelines.
- Conduct regular inspections and audits of the upgradation process to identify and address any issues promptly.
- Maintain detailed records of upgradation activities, including progress reports, inspection results, and compliance documentation.

3. Coordination and Communication:

- Serve as the primary point of contact between the project management team, lab staff, and external contractors.
- Facilitate regular meetings and communication channels to keep all stakeholders informed about the progress and any potential issues.
- Provide technical support and guidance to lab staff during and after the upgradation process.

4. Training and Capacity Building:

- Organize and conduct training sessions for lab staff on the use and maintenance of new equipment and technologies.
- Develop and distribute training materials and user manuals as needed.
- Ensure that lab staff are fully equipped to operate upgraded facilities efficiently.

Technical Responsibilities:

1. Equipment Installation and Commissioning:

- Supervise the installation of advanced NAAT equipment, ensuring proper setup and calibration.
- Conduct testing and validation of newly installed equipment to confirm operational readiness.
- Ensure integration of new equipment with existing laboratory information management systems (LIMS).

2. Infrastructure Upgradation:

- Oversee the enhancement of laboratory infrastructure, including ventilation, electrical, and plumbing systems, to support new equipment and workflows.
- Ensure that lab environments meet the necessary biosafety level (BSL) requirements for handling NAAT technologies.

3. Technical Documentation:

- Develop and maintain detailed technical documentation, including equipment manuals, standard operating procedures (SOPs), and maintenance logs.
- Ensure documentation is accessible to all relevant personnel and regularly updated.

4. Troubleshooting and Maintenance:

- Provide technical support for troubleshooting and resolving issues with NAAT equipment and

laboratory infrastructure.

- Implement preventive maintenance schedules to minimize downtime and extend equipment lifespan.

5. Vendor and Stakeholder Management:

- Liaise with equipment vendors for procurement, installation, and support services.
- Manage relationships with external stakeholders, including regulatory bodies, to ensure compliance with technical standards and guidelines.

Qualifications and Skills:

1. Educational Qualifications:

MBBS

Or

MSC and PHD Life Science/Biochemistry /Microbiology with experience in Molecular Testing

2. Experience:

- Minimum of 5 years of experience in laboratory management, biomedical engineering, or a related field.
- Proven track record of supervising laboratory upgradation or construction projects.
- Experience working with NAAT technologies and lab equipment is highly desirable.

3. Technical Skills:

- In-depth knowledge of NAAT technologies and laboratory standards.
- Proficiency in project management software and tools.
- Strong understanding of health and safety regulations and quality control processes in laboratory settings.
- Hands-on experience with the installation, calibration, and maintenance of laboratory equipment.
- Familiarity with laboratory information management systems (LIMS) and other lab-related software.

4. Soft Skills:

- Excellent organizational and multitasking abilities.
- Strong leadership and team management skills.
- Effective communication and interpersonal skills.
- Problem-solving aptitude and attention to detail.

5. Certifications:

- Relevant certifications in laboratory safety and quality management are desirable.