

Appendix - B

BIDDER'S AUTHORISATION LETTER

(To be submitted by authorized agent)

To

<Name, Address and Designation of the Tender Inviting Authority>

Ref. Your TE document No.-----, dated-----

Dear Sirs,

We,----- are the suppliers of-----
----- (name of services(s) and hereby conform that;

1. Messrs ----- (name and address of the agent) is our authorized agents for -----
2. Messrs ----- (name and address of the agent) have fully trained and experienced service personnel to provide the said services.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & Address of the Manufacturers]

Note:

1. **This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a top executive of the manufacturing firm.**
2. **Original letter shall be attached to the tender.**

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

1. Attach users' certificates (in original) regarding satisfactory completion of assignments.

Note: Attach extra sheet for above Performa if required.

Signature.....

Name

Sr.No	Assignment contract No &date	Description of work/ services provided	Contract price of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed	Address of organization with Phone No. where assignment done
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Appendix - D

PARTICULARS OF THE BIDDER'S COMPANY

(To be submitted by all tenderers / bidders)

1. Name :
2. Registered Address
3. Phone/Fax/Mail id
- 4.
5. Type of Organisation
:Prop./Partnership/Company/Consortium/Trust/ Not for Profit Organization
6. Address of Service centres in the region:
 - (a) Total No. of services personnel at the existing centres:
 - (b) Total No. of locations where organization currently has centres:
7. Number of service personnel:

Name	Qualification	Experience (Similar Service)
(Additional Sheets to be attached in this format)		

8. Whether the bidder has NABL/NABH/ISO or any other accreditation?
(If yes/ whether documents attached with techno commercial bid).
9. Registration. Nos.
 - (a) EPF
 - (b) ESI
 - (c) Sales Tax
 - (d) VAT
 - (e) Service Tax
 - (f) PAN No.
 - (g) Audited Accounts Statement for past three financial years
 - (h) Copy of Income Tax Return for past three financial years
 - (i) Experience certificate of Bidder
10. Brief write-up about the firm / company. (use extra sheet if necessary)

Signature of Bidders

Date:

Place:

Name

Office Seal

Forwarding Letter for Technical Bid

(To be submitted by all tenderers / bidders in their letterhead)

Date:.....

To
<Name, Designation and Address of Tender Inviting Authority>

Sub: Tender for supply of services under Tender No....

Sir,

We are submitting, herewith our tender for providing services for images based transmission and reporting of radiology images and selective radiology services

We are enclosing Receipt No..... or Bank Draft/Bankers Cheque No.....,
Dated.....(amount.....)towards tender cost/fee (if documents
have been downloaded from website) and Bank Draft / Bankers Cheque No.....
Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn
on..... Bank in favour of <Tender Inviting Authority>.

We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per Clause No. 3 of Section VI of Tender Enquiry document.

4. We agree to keep our office valid for the period for the period stipulated in your tender enquiry.

Enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.

Signature of the Tenderer.....

Seal of the Tenderer.....

Appendix - F

FINANCIAL BID

1. Name of the Tenderer:.....
2. Prices Quoted

Sl. No (i)	Name of Services (Cost/per reported test) (ii)	Quantity / Slab/pack of tests	Cost per unit (in Rs.) (iii)	Taxes / Duties, % and Amount (in Rs.) (iv)			Total Price (in Rs.) (v)
				Tax	%	Amt	

(in words.....)

The prices shall be firm and inclusive of all taxes and duties presently in force.

Signature.....

Name.....

PROFORMA FOR BANK GUARANTEE

To

< Name, Designation and Office Address of Tender Inviting Authority >

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called " service provider" has undertaken, in pursuance of contract No..... dated (Herein after "the contract") to provided images based transmission and reporting of radiology images and selective radiology services.

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give such a bank guarantee on behalf of the service provider;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforeside, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 15 (fifteen) months from the date of signing of contract i.e. up to..... (indicate date)

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Appendix - H

DECLARATION BY BIDDER

I / We agree that we shall keep our price valid for a period of one year from the date of approval. I / We will abide by all the terms & conditions set forth in the tender documents No. /

I / We do hereby declare I / We have not been de- recognized / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organisation / Govt. Health Institutions.

Signature of the bidder:

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.100.00 stamp paper.

Contract form for images based transmission and reporting of radiology images and selective radiology services

.....
.....

(Address of the Tender Inviting Authority/Office issuing the contract)

CM Contract No. _____ dated _____

This is in continuation to this office's Notification for Award of contract No dated .

Name & address of the Service Provider:

Reference: (i) Tender Enquiry Document No Dated and subsequent Amendment No, dated (if any), issued by the Tender Inviting Authority (ii) Service provider's Tender No Dated and subsequent communication(s) No

Dated (if any), exchanged between the supplier and the purchaser in connection with this tender.

THIS AGREEMENT made the Day of 2011 between (name of tender inviting authority) (hereinafter called the Procurer) of one part and (name of service provider) (Hereinafter called the Service Provider) of the other part:

WHEREAS the Procurer is desirous that certain services should be provided by the Service Provider, viz, (brief description of services) and the Procurer has accepted a tender submitted by the Service Provider for the Services for the sum of (Contract price in words and figures) (Hereinafter called the Contract Price),

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:
 - (i) Terms and Conditions;
 - (ii) Location and Description of Equipment;
 - (iii) Job Description;
 - (iv) Manufacturer's Authorisation Form (if applicable to this tender);

(v) Purchaser's Notification of Award.

2. In consideration of the payments to be made by the Procurer the Service Provider hereby covenants to provide the services for the specified equipments in conformity in all respects with the provisions of the Contract.
3. The Procurer hereby covenants to pay the Service Provider in consideration of the services , the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
4. The bank guarantee valid till _____ [(fill the date) for an amount of Rs. _____ [(fill amount) equivalent to 10% (minimum) of the cost of the contract value] shall be furnished in the prescribed format given in the TE document within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.
5. Payment terms: The payment of services will be made against the bills raised to the Procurer by the Provider on weekly basis after satisfactory completion of said period, duly certified by the designated official. The payment will be made in Indian Rupees.
6. Paying authority: _____ (name of the Procurer i.e. Office, Authority)

(Signature, name and address of authorised official)

For and on behalf of _____

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the Provider)

For and on behalf of _____

(Name and address of the Provider)

(Seal of the provider)

Date: _____

Place: _____

Appendix II-C

**DEPARTMENT OF HEALTH & FAMILY WELFARE
GOVERNMENT OF (Insert name of the State).....**

TENDER ENQUIRY DOCUMENT FOR

**Provision of Computed Tomography (CT) Scan
at District Health facilities**

Contents

Section	Topics	Page No
Section I	Notice Inviting Tenders (NIT)	67
Section II	Instructions to Bidders	69
Section III	Evaluation of Tender	72
Section IV	Job Description	73
Section V	Eligibility Criteria	75
Section VI	Terms and Conditions	77
Section VII	Appendices (Appendix A to H)	83-90
Section VIII	Contract Format	91

NOTICE INVITING TENDERS (NIT)

<Insert the name of the Procuring Authority (Department/Directorate/Agency/Institution)>

Address:

.....

URL: www

Email:

Telephone Phone:

Tender Enquiry No. PHFW/ / / Dated: / /

NOTICE INVITING TENDERS

1. <insert the designation and office of the tender inviting authority and the department/ agency> invites sealed tenders from eligible service providers for supply of services as given in **Section-IV** of this document for the period from to
2. Schedule of Events

Sl. No.	Description	Schedule
1	Date of sale of Tender Enquiry Documents	
2	Place of Sale/website download of Tender Enquiry Document	
3	Cost of the Tender Enquiry Document	
4	Pre-tender Meeting (Date & Time)	
5	Pre-Tender Meeting Venue	
6	Closing Date and Time of Receipt of Tender	
7	Time, Date and Venue of Opening of Technical Tender/Bid	
8	Time, Date and Venue of Opening of Financial Tender/Bid	

3. Interested tenderers may obtain further information about this requirement from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of <insert tender cost in Rs.> per set in the form of account payee Demand Draft, drawn on a scheduled bank in India, in favour of "<insert the designation and office of the tender inviting authority"> payable at <insert the place>.

4. If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the interested tenderers, for which extra expenditure per set will be Rs 100.00 for domestic post. The tenderer is to add the applicable postage cost in non-refundable fee mentioned in Para 3 above. The purchaser will not be responsible for late receipt/ non-receipt of tender document by the vendor.
5. Tenderer may also download the tender enquiry documents (a complete set of document is available on website) from the web site www.....com or www.....nic.in and submit its tender by using the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above. The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.
6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time are indicated in Schedule of Events as in Para 2 above.
7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at (place to be inserted) on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.
8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
9. The Tender Enquiry Documents are not transferable.
10. All Tenders must be accompanied by EMD as mentioned against each item. Tenders without EMD shall be rejected.

(Name & Designation of the Tender Inviting Authority)

INSTRUCTIONS TO BIDDER

1. General Instructions

- a) The bidder should prepare and submit its offer as per instructions given in this section.
- b) The tenders shall be complete with all documents. Those submitted by fax or by email with attachments shall not be considered.
- c) The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job /service.)
- d) The prices quoted shall be **firm** and shall include all applicable taxes and duties. This shall be quoted in the format as per attached **Appendix 'F'** only.
- e) The tenders (technical and financial) shall be submitted (with a covering letter as per **Appendix 'E'**) before the last date of submission. Late tenders / bids shall not be considered.

2. Inspection of Site and Equipment

The interested bidder may inspect the locations where the services are to be rendered during 10.00 AM TO 5.00 PM on all working days till last date of sale of tender as given in the tender schedule. The <Insert designation of the tender inviting authority > shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

3. Earnest Money Deposit (EMD)

- a) The tender shall be accompanied by Earnest Money Deposit (EMD) as specified in the Notice Inviting Tender (NIT) in the shape of Bank Draft / Bankers cheque from any Schedule Bank in favour of < Insert designation of the tender inviting authority > payable at <insert place>
- b) It may be noted that no tendering entity is exempt from deposit of EMD. Tenders submitted without EMD shall be rejected.
- c) The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- d) EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period.

4. Preparation of Tender

The bids shall be made in TWO SEPARATE SEALED ENVELOPES as follows:

- I. The **first envelopes** shall be marked in bold letter as **“TECHNOCOMMERCIAL BID”** which shall be sent forwarding letter(**“Appendix-E”**) and shall include the following:
 - 1) Receipt regarding payment of Tender Cost.
 - 2) Bank Draft /Bankers Cheque towards **E.M.D.** DD/ Banker’s cheque towards the cost of tender document to be attached in case bid document has been downloaded from website.
 - 3) Confirmation regarding furnishing **Performance Security** in case of award of contract.
 - 4) Original tender document duly stamped and signed in each page along with the Forwarding Letter confirming the performing the assignment as per **“Appendix E”**.
 - 5) Particulars of the bidder as per **“Appendix-D”**
 - 6) Copy of the Income Tax Returns acknowledgement for last two financial years.
 - 7) Copy of audited accounts statement for the financial years
 - 8) Power of attorney in favour of signatory to tender documents and signatory to Manufacturer’s Authorisation letter.
 - 9) Copy of the certificate of registration of CST, VAT, EPF, ESI and Service Tax with the appropriate authority valid as on date of submission of tender documents.
 - 10) A duly notarized declaration from the bidder in the format given in the **“Appendix-H”** to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of Government of India OR Government of any State.

In addition to the above documents,

- 1) The tender of the Authorized Agent shall include the manufactures authorization letter as per perform given in **“Appendix -B”**.
 - 2) The tender of others (i.e. those who are neither manufactures nor authorized agents) shall include a statement regarding similar services performed by them in last three years and user’s certificate regarding satisfactory completion of such jobs as per proforma given in **“Appendix -C”**.
- II. The second envelope shall contain the financial proposal and shall be marked in bold letters as **“FINANCIAL BID”**. Prices shall be inclusive of all taxes & duties and quoted in the proforma enclosed at **“Appendix F”** as per scope of work / service to be rendered.

5. Tender Validity Period and renewal of contract

The tenders shall remain valid for 10 years for acceptance and the prices quoted shall remain for the duration of the contract. The contract may be extended for another term based on review of performance and with mutual consent.

6. Tender Submission

The two envelopes containing both technical and the financial bid shall be put in a bigger envelope, which shall be sealed and superscripted with "TENDER NO <Insert Tender No.> due for opening on<Insert due date for Opening>

The offer shall contain no interlineations or overwriting except as necessary to correct errors, in which cases such correction must be initialed by the person or persons signing the tender. In case of discrepancy in the quoted prices, the price written in words will be taken as valid.

7. Opening of Tenders:

The technical bid will be opened at the time & date specified in the schedule. The bidders may attend the bid opening if they so desire.

1. Scrutiny of Tenders

The tenders will be scrutinized by the selection committee appointed by the authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Tender Enquiry Documents. The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the purchaser as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify on technical bid, will be considered and opened.

2. Infirmary / Non-Conformity

The purchaser may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the purchaser as to whether the deviation is material or not, shall be final and binding on the bidders.

3. Bid Clarification

Wherever necessary, the purchaser may, at its discretion, seek clarification from the tenderers seeking response by a specified date. If no response is received by this date, the purchaser shall evaluate the offer as per available information.

JOB DESCRIPTION

The Service Provider shall be responsible for operationalization of 16 slice Computed Tomography (CT) Scan facility at district level to offer CT scan services to the patients referred by District Hospital. Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider. This could be achieved by a mix of any of the following across several districts in the state:

- I. The service provider is allotted a space on lease by the authority and the service provider shall make complete arrangements to make the CT scan machine operational (including procurement of 16 slice CT scan machine).
- II. The service provider arranges for a space at its own cost in proximity to the hospital and then makes complete arrangements (including procurement of 16 slice CT Scan machine) to make the CT scan machine operational
- III. The service provider partners with an already existing CT scan facility near the hospital and makes it operational as per the specifications of the machine (16 slice CT scan) and terms & conditions laid down in this contract.

SCOPE OF THE WORK

The obligations of the service provider/firm under this service contract shall include following service activities and commitments. The details of various services required at different locations and type of facilities is given in **Appendix 'A'**

1. Transportation of patients from the healthcare facility to CT scan facility and vice versa in a well-equipped ALS ambulance will be the responsibility of the service provider, in case the facility is not inside the premises of the hospital.
2. The Service Provider shall not be entitled to levy any charge on the patients. The services shall be provided completely cashless to all patients referred by district hospitals or any public health facility.
3. The service provider shall submit the hard and soft copies of the report and images to the hospital within the stipulated time mentioned below after successful uploading of image within 45 minutes (which would be simultaneously viewed at the District Hospital):
 - (i) . All Head injuries, trauma cases and cases declared as urgent by the referring Hospital within 2 hours
 - (ii). All routine scans from 8 a.m. to 6 p.m. within 6 hours
 - (iii) All routine scans from 6 p.m. to 8 a.m. before 10 a.m.

4. The service provider shall also ensure at its own cost, an IT enabled work station at the radiology department of the district hospitals where the images and soft copy of the report of the patient should reach within stipulated time
5. The human resources including radiologist, anesthesiologist, radiation safety officer and staff nurses for the CT scan facility shall be sole responsibility of the service provider. Service provider shall provide the signed report from qualified Radiologists having a Post Graduate Degree/Post Graduate Diploma in Radiology and imaging. Service provider shall deploy adequately trained Radiologists, Radiographers and Paramedical staff to run the facility round the clock (24X7X365).

ELIGIBILITY CRITERIA ELIGIBILITY CRITERIA

1. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies (maximum3) coming together as Consortium to implement the Project. The Lead Member in case of Consortium should have at least 51% stake of the consortium and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/country. A bidder cannot bid as a sole provider as well as a partner in a consortium. No bidder can place more than one bid in any form. In support of this, the bidder's letter shall be submitted as per proforma in **Appendix 'B'**.
2. The Bidder shall have adequate experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per proforma in **Appendix 'C'**. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
3. The Bidder shall have at least five CT scan Service Centres (with fully trained service personnel) and provides reports for a minimum of 5,000 radiology images per annum in one of more States of India.
4. The Bidders are not presently blacklisted by the Purchaser or by any State Govt. or its organizations by Govt. of India or its organizations.
5. The bidder shall declare all ongoing litigations it is involved in with any government agency/ state/central department
6. The principal bidder shall have a minimum turnover of Rs.....per annum in last three financial years
7. The principal bidder shall be legally responsible and shall represent all consortium members, if any, in all legal matters
1. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies (maximum3) coming together as Consortium to implement the Project. The Lead Member in case of Consortium should have at least 51% stake of the consortium and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/country. A bidder cannot bid as a sole provider as well as a partner in a consortium. No

bidder can place more than one bid in any form. In support of this, the bidder's letter shall be submitted as per proforma in Appendix 'B'.

2. The Bidder shall have adequate experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per proforma in Appendix 'C'. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
3. The Bidder shall have at least five CT scan Service Centres (with fully trained service personnel) and provides reports for a minimum of 5,000 radiology images per annum in one of more States of India.
4. The Bidders are not presently blacklisted by the Purchaser or by any State Govt. or its organizations by Govt. of India or its organizations.
5. The bidder shall declare all ongoing litigations it is involved in with any government agency/ state/central department
6. The principal bidder shall have a minimum turnover of Rs.....per annum in last three financial years
7. The principal bidder shall be legally responsible and shall represent all consortium members, if any, in all legal matters

TERMS AND CONDITIONS**1. Signing of Contract**

The purchaser shall issue the Notice for Award of Contract to the successful bidder within the bid validity period. And the successful bidder will be required to sign and submit the contract unconditionally within 15 days of receipt of such communication.

2. Modification to Contract

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

3. Performance Security

- a) The successful bidder shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee issued by a Nationalised Bank in favour of Tender Inviting Authority for an amount equal to 5% of the total contract value. The Bank guarantee shall be as per proforma at "**Appendix: G**" and remain valid for a period, which is six months beyond the date of expiry of the contract. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.
- b) If the firm / contractor violate any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Purchaser and the contract may also be cancelled.
- c) The Purchaser will release the Performance Security without any interest to the firm / contractor on successful completion of contractual obligations.

4. Compliance of Minimum Wages Act and other statutory requirements

The bidder shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The bidder shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the bidder for providing the services, biomedical waste management, bio-safety, occupational and environmental safety.

Legal liability to the extent of reporting of images for each reported case extends to the service provider. However overall legal responsibility of provision of medical care lies with the Authority/ public health facility.

The Service provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

5. Income Tax Deduction at Source

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

6. Periodicity of Payment

The payment will be made on weekly basis not extending beyond 12 noon of the last bank working day of the week through ECS for all invoices raised. The purchaser shall give standing instructions to the bank for implementation of this requirement. The bidder will raise its invoice on completion of services during this period duly accompanied by evidences of services provided. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

7. Damages for Mishap/Injury

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

8. Termination of Contract

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

9. Arbitration

- a) If dispute or difference of any kind shall arise between the purchaser and the firm/ contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the purchaser or the firm/contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the <insert tender issuing authority> as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by <insert tender issuing authority> to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor. The award of the provision that

the Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees One Lac (Rs.1,00,000/-)

- c) Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Purchaser or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- d) Reference to arbitration shall be a condition precedent to any other action at law.
- e) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

10. Applicable Law and Jurisdiction of Court

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

11. Other Terms & Conditions

- a) The Project will be awarded for a period of 10 years and the Service Provider will be obliged to establish, manage and operate the Project in accordance with the provisions of a Contract Agreement and terms and conditions therein. It could be cancelled at any time after providing an opportunity of hearing by the Authority, in case the contractor does not follow the rules, regulations and terms and condition of the contract.
- b) The Authority may provide the required space, for establishing the Project. A lease agreement shall be enforced for the full term of the contract at value and terms declared by the authority. A Possession Certificate in plain paper shall be issued while handing over the above mentioned space. In case the authority is unable to provide the space; the service provider may carry these services at its owned/rented/leased space or partner with an already existing CT scan facility near the hospital. In any of these cases refurbished CT scan machine is not allowed.
- c) New Installation & continuation: The service provider shall commission the CT Scan facility within 120 days of the signing of the contract by both parties. In case of continuation of the service provider for the subsequent contract period, this time period shall not be valid.
- d) Technology Up gradation: The machine shall be suitably upgraded by the service provider under following conditions:
- e) Review by a board appointed by Authority upon assessing the need for a technology up gradation. Such reviews should not be made in less than one year.
- f) Upon declaration of any national or international guideline accepted by the Government prohibiting the use of earlier (currently installed) technology
- g) After completion of 2 contract periods each not less than 5 years, the entire CT scan equipment shall be replaced.

- h) List of tests & their associated cost may be furnished as per appendix F
- i) One CT Scan machine would be installed for every district; for districts having population less than 7.5 Lakhs, One CT scan machine may be installed for every 3 to 4 district or as per state's discretion. The list provided by state is attached as appendix A.
- j) All the pre-requisites such as civil, electrical, air-conditioning, computer or any other changes in the site for installation of machine will be executed by the service provider at its own cost, with due permission of the Authority (permission required only if the space is provide by the administration). The district hospital administration will not be responsible for any loss/ damage to the machine/property due to natural hazard and licensee will take adequate insurance cover at his own risk & liability for all damages arising out due to any unprecedented reasons. The service provider shall provide round the clock security services for the CT scan facility at its own cost for the entire period of contract. The contract and terms thereof shall be governed by indemnification clause.
- k) All expenses on account of man power, electricity, water and other maintenance of premises and the machine, security or any other expenses incurred in the day to day running of the machine shall be borne by the provider.
- l) The service provider shall provide a computer, with connection to the server, software to view the diagnosed images and its requisite peripherals at the District Hospital at its own cost.
- m) Image retention for MLC cases or otherwise would be the responsibility of the authority and the service provider shall handover the softcopy of the images to the authority as per agreement with the state. Legal responsibility of correct reporting of images lies with the service provider.
- n) The CT scan machine provided must be AERB type approved and it is the responsibility of the service provider to modify room layout of the installation site as per AERB guidelines and get license from AERB to run this CT scan machine. It is the responsibility of the service provider to employ Radiation Safety Officer (RSO) for every CT scan machine under their operation.
- o) Service Provider shall ensure best quality of tests and protocols and shall submit a half yearly report of clinical audit done by a third party or as nominated by the authority.
- p) Annual review of performance and observance of terms & conditions including quality of tests shall be carried out by a committee which shall include CMO & Head of department of Radio diagnosis of District Hospital along with other members nominated by the authority. The report of this annual review shall form the basis for extension of the contract annually within the contract period.
- q) The provider would be allowed to use the machine for outside (non-referred) patients at cost decided by the service provider.
- r) The service provider will have to maintain an uptime of 90% with maximum 12 days of downtime at a stretch. In case the service provider fails to do so, the provider shall pay a sum equivalent to cost per CT scan multiplied by total number of CT scans done per day during the given month , for each day of shutdown beyond 12 days. If shut down

extends beyond 30 days due to technical and/or administrative reasons on the part of service provider, the contract may be cancelled. Contractor shall make alternative arrangements for provision of CT scan (including free transportation of patients) in case the machine is out of order/ broken down for period greater than 24 hours. The rates at which the Authority has engaged the service provider shall not change in any case.

- s) State authority shall make payment to the service provider for its services on weekly basis through ECS for all invoices raised for the previous week. . The payment should be made latest by Saturday 12 Noon every week to the service provider. The Authority shall not pay the service provider any charges for any repeat tests resulting out of imaging errors. In case there is a requirement for Contrast CT after plain CT scan has been performed, and this requirement has been confirmed by the radiology department at the district hospital, the contrast CT shall not be counted as a repeat scan.
- t) A no-fee receipt shall be provided by the service provider to every patient. A copy of all such receipts shall be submitted on a weekly basis by the service provider to the District Hospital Authority. This will form the basis of weekly payment by purchasing authority to the service provider for the said services. All receipts shall be subjected to a third party annual audit and the audit report submitted as part of annual work report of the service provider for that facility.
- u) The following records shall be maintained on a daily basis by the service provider:
- v) Daily patients register including outside as well as for patients referred by District Hospital to be separately maintained.
- w) Log book for record of any breakdown/shut down of the machine/facility.
- x) The service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the C.T. Scan facility. The service provider may however refer the test to another center in case of breakdown/shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred center.
- y) The provider shall take a third party insurance policy to cover the patients sent by the District Hospital against any mishap during patient transport, inside the C.T. Scan facility and for consequences arising due to reporting error. Conforming to the provision of the consumer protection act shall be the sole and absolute responsibility/ liability of the service provider.
- z) After closure of the contract agreement between the service provider and the authority, the service provider shall vacate the space occupied, if provided by the authority, within a period of 60 days.
- aa) Electricity, water, medical gases and all other required amenities including waiting area for patient & patient attendant shall be the responsibility of the service provider.
- bb) The service provider shall provide a resuscitation room with crash cart for providing lifesaving support if required by patients within the CT scan facility.

- cc) Provider shall arrange for appropriate and adequate signage and IEC (Information-education- communication) activities for the C.T. Scan machines as decided by the authority.
- dd) The provider shall abide by all the guidelines issued by the Authority and statutory bodies. In case of violation the contract could be terminated after providing an opportunity of hearing to the contractor, at one month's notice. Dispute resolution shall be as per arbitration clause given in the contract.
- ee) The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause for submission of Bids.
- ff) The service provider shall be responsible for storage of images and reports of all CT scan done by the service provider including image retrieval system for a period of ten years. In case of change of service provider for any reason, the stored data and images must be transferred to the new provider for continuation of storage.
- gg) The service provider shall provide the following:
 - hh) Soft copy of images and report – one copy each to the patient and District Hospital
 - ii) Hard copy of report – each to patient and District Hospital

<Insert name and address of the tender inviting authority>

LOCATION OF FACILITY AND FACILITY WISE DESCRIPTION OF SERVICES REQUIRED

Name of District	Population (<7.5 Lakhs or more)	Stand alone CT Scan Required for the corresponding District Hospital (Yes or No)	Land/space to be provided by the corresponding District Hospital (Yes/No)

Appendix - B

BIDDER'S AUTHORISATION LETTER (To be submitted by authorized agent)

To

<Name, Address and Designation of the Tender Inviting Authority>

Ref. Your TE document No.-----, dated-----

Dear Sirs,

We,..... are the suppliers of -----
----- (name of services(s) and hereby conform that;

1. Messrs ----- (name and address of the agent) is our authorized agents for -----
2. Messrs ----- (name and address of the agent) have fully trained and experienced service personnel to provide the said services.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & Address of the Manufacturers]

Note:

1. **This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a top executive of the manufacturing firm.**
2. **Original letter shall be attached to the tender.**

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

1. Attach users' certificates (in original) regarding satisfactory completion of assignments.

Note: Attach extra sheet for above Performa if required.

Signature.....

Name

Sr.No	Assignment contract No & date	Description of work services provided	Contract price of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed	Address of organization with Phone No. where assignment done
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Appendix - D

PARTICULARS OF THE BIDDER'S COMPANY

(To be submitted by all tenderers / bidders)

1. Name _____ :
2. Registered Address _____
3. Phone/Fax/Mail id _____
4. Type of Organisation
: Prop./Partnership/Company/Consortium/Trust/ Not for Profit Organization
5. Address of Service centres in the region:
 - (a) Total No. of services personnel at the existing centres:
 - (b) Total No. of locations where organization currently has centres:
6. Number of service personnel: _____

Name	Qualification	Experience (Similar Service)
(use extra sheet if necessary)		

7. Whether the bidder has NABL/NABH/ISO or any other accreditation?
(If yes/ whether documents attached with techno commercial bid).
8. Registration. Nos.
 - (a) EPF
 - (b) ESI
 - (c) Sales Tax
 - (d) VAT
 - (e) Service Tax
 - (f) PAN No.
 - (g) Audited Accounts Statement for past three financial years
 - (h) Copy of Income Tax Return for past three financial years
 - (i) Experience certificate of Bidder regarding existing CT scan services
 - (j)
 - (k)
9. Brief write-up about the firm / company. (use extra sheet if necessary)

Date:
Place:

Signature of Bidders
Name
Office Seal

Forwarding Letter for Technical Bid
(To be submitted by all tenderers / bidders in their letterhead)

Date:.....

To

<Name, Designation and Address of Tender Inviting Authority>

Sub: Tender for supply of services under Tender No....

Sir,

We are submitting, herewith our tender for providing CT Scan services for
number of districts in the state.

We are enclosing Receipt No..... or Bank Draft/Bankers Cheque No.....,
Dated.....(amount.....)towards tender cost/fee (if documents
have been downloaded from website) and Bank Draft / Bankers Cheque No.....
Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn
on..... Bank in favour of <Tender Inviting Authority>.

We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to
submit Performance Security as per Clause No. 3 of Section VI of Tender Enquiry document.

4. We agree to keep our office valid for the period for the period stipulated in your tender enquiry.

Enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.

Signature of the Tenderer.....

Seal of the Tenderer.....

Appendix - F

FINANCIAL BID

1. Name of the Tenderer:.....
2. Prices Quoted :-

S. No.	Name of the test	Rates
1.	Head	
	C.T. Scan Brain plain	
	C.T. Scan Brain plain and contrast	
2	Abdomen	
	Whole abdomen	
3	Thorax/Chest	
4	Pelvis	
5	Other than above	
	CT PNS/Neck	
	CT Orbit	
	CT pituitary fossa/region	
	CT temporal bone	
	CT Joint (Anyone)	
	CT musculoskeletal	
	CT spine	
	Average Cost per CT Scan	

(in words.....)

The prices shall be firm and inclusive of all taxes and duties presently in force.

Signature.....

Name.....

PROFORMA FOR BANK GUARANTEE

To

< Name, Designation and Office Address of Tender Inviting Authority>

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called " the Service provider" has undertaken, in pursuance of contract No..... dated (Herein after "the contract") to provided CT Scan services.

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give such a bank guarantee on behalf of the service provider;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforeside, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 15 (fifteen) months from the date of signing of contract i.e. up to..... (indicate date)

.....

(Signature with date of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

Appendix - H

DECLARATION BY BIDDER

I / We agree that we shall keep our price valid for a period of one year from the date of approval. I / We will abide by all the terms & conditions set forth in the tender documents No. /

I / We do hereby declare I / We have not been de- recognized / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organisation / Govt. Health Institutions.

Signature of the bidder:

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.100.00 stamp paper.

CONTRACT FORM FOR PROVIDING CT SCAN FACILITIES

.....

.....

(Address of the Tender Inviting Authority/Office issuing the contract)

CM Contract No. _____ **dated** _____

This is in continuation to this office's Notification for Award of contract No dated .

Name & address of the Service Provider:

Reference: (i) Tender Enquiry Document No Dated and subsequent Amendment No, dated (if any), issued by the Tender Inviting Authority (ii) Service provider's Tender No Dated and subsequent communication(s) No

Dated (if any), exchanged between the supplier and the purchaser in connection with this tender.

THIS AGREEMENT made the Day of 2011 between (name of tender inviting authority) (hereinafter called the **Procurer**) of one part and (name of service provider) (Hereinafter called the **Service Provider**) of the other part:

WHEREAS the Procurer is desirous that certain services should be provided by the Service Provider, viz, (brief description of services) and the Procurer has accepted a tender submitted by the Service Provider for the Services for the sum of (Contract price in words and figures) (Hereinafter called the Contract Price),

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:
 - (i) Terms and Conditions;
 - (ii) Location and Description of Equipment;
 - (iii) Job Description;
 - (iv) Manufacturer's Authorisation Form (if applicable to this tender);
 - (v) Purchaser's Notification of Award.
2. In consideration of the payments to be made by the Procurer the Service Provider hereby covenants to provide the Comprehensive Maintenance Services for the specified equipments in conformity in all respects with the provisions of the Contract.

3. The Procurer hereby covenants to pay the Service Provider in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
4. The bank guarantee valid till _____ [(fill the date)] for an amount of Rs. _____ [(fill amount) equivalent to 10% (minimum) of the cost of the contract value] shall be furnished in the prescribed format given in the TE document, within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.
5. Payment terms: The payment will be made against the bills raised to the Procurer by the Provider on weekly basis after satisfactory completion of said period, duly certified by the designated official. The payment will be made in Indian Rupees.
6. Paying authority: _____ (name of the Procurer i.e. Office, Authority)

(Signature, name and address of authorised official)

For and on behalf of _____

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the Provider)

For and on behalf of _____

(Name and address of the Provider)

(Seal of the provider)

Date: _____

Place: _____



NATIONAL HEALTH MISSION
Ministry of Health & Family Welfare
Government of India
website : www.nrhm.gov.in