

REQUEST FOR PROPOSAL

For

**Setting up, Operating, Managing & Maintaining
Computerized Tomography - CT / MRI diagnostics facility at 08
GOVERNMENT MEDICAL COLLEGES OF
MADHYA PRADESH**

RFP No. HITES/PCD/MP-09/CT-MRI-PPP/18-19 dated: 12.02.2019

Through



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Request for Proposal to Set up, Operate, Manage & Maintain CT / MRI diagnostics facility at 08 Government Medical College of Madhya Pradesh

RFP No. HITES/PCD/MP-09/CT-MRI-PPP/18-19 dated: 12.02.2019

“Procurement & Consultancy Services Division of HLL Infra Tech Services Limited (HITES), a fully owned subsidiary of HLL Lifecare Ltd. (HLL), for and on behalf of Director, Medical Education, Government of Madhya Pradesh, invites response from qualified and experienced Organizations for Setting up, Operating, Managing & Maintenance of Computerized Tomography - CT & MRI diagnostics facility at **7 New Government Medical Colleges at Datia, Khandwa, Ratlam, Vidisha, Shahdol, Shivpuri & Chindwara** and existing **Government Medical College at Sagar**.

S.No.	Rfx. No.	NAME OF THE ITEMS	EMD	Tender processing Fee
1	3000003758	CT & MRI diagnostics facility at 7 New Government Medical Colleges at Datia, Khandwa, Ratlam, Vidisha, Shahdol, Shivpuri, Chindwara & Sagar on PPP Mode	40,00,000	11,800

(2) Tender timeline:

Sl. No.	Description	Schedule
a.	Last date for receipt of Pre-bid queries	18.02.2019, 10:00
b.	Pre-bid meeting date, time	18.02.2019, 11:00 6th Floor Conference Hall, DME, Satpura Bhawan, Bhopal.
c.	Closing date & time for submission of online bids	07.03.2019, 13:00
d.	Closing date & time for submission of tender processing fee and EMD in physical form*	07.03.2019, 14:00
e.	Time and date of opening of online bids	07.03.2019, 14:30
f.	Venue for :- • Submission of tender processing fee, EMD in physical form. • Tender Opening-Tech Bid	6th Floor Conference Hall, DME, Satpura Bhawan, Bhopal.

***Bidders have to submit Original Bank Instruments for tender processing fee and EMD within the above mentioned date and time.**

SPECIFIC Instructions for e-Tender Participation:-

- (1) Bidders should have valid Class 3-B Digital Signature Certificate with encryption.
- (2) Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
- (3) The prospective bidders have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excluding non-working days). In order to submit the bids electronically, bidders are required to have a valid Class 3-B Digital Signature Certificate (signing and encryption/ decryption certificates).
- (4) Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.

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- (5) The tenderers shall submit Tender Processing Fee and EMD in physical form at the scheduled time and venue.
- (6) Tenderer may download the tender enquiry documents from the web site www.hllhites.com or www.lifecarehll.com or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/irj/portal>.
- (7) The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of 'HLL Infra Tech Services Limited' at the scheduled time and venue. **Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. Organisation.**
- (8) All the tender related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned at point no 9 above.
- (9) Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting
- (10) All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
- (11) Bidders shall ensure that their bids complete in all respects, are submitted online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.
- (12) Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission

IMPORTANT NOTE:-

Tender Processing Fee and EMD (as applicable) should be deposited within the scheduled date & time in the Tender Box located at:

**Directorate of Medical Education
6th Floor , Satpura Bhawan, Bhopal.**

CEO- HITES

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Abbreviations & Definitions

Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer of the respective Bidder.
AERB	Atomic Energy Regulatory Board
Allied Hospitals of GMC	Any Hospital existing in Government Medical College Campus & any other hospital coming up in the campus of Government Medical College, Datia/ Vidisha/ Shahdol/ Ratlam/ Khandwa/ Shivpuri/ Chindwara/ Sagar
Authority	CEO/ Dean of respective Government Medical Colleges, Madhya Pradesh
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation
Bid Security	A security provided to HLL Infra Tech Services by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ company participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the HITES on behalf of DME, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
Centre	CT Scan and MRI facility centre
Company	Companies incorporated under Indian Companies Act - 2013
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement.
Contract/ procurement Contract	A contract entered into between the Dean, of the respective Medical College and the successful bidder concerning the subject matter of procurement
CSSD	Central Sterile Supply Department
Day	A calendar day as per GoMP/ GoI.
Firm	As defined at Section 4 of "The Indian Partnership Act-1932" i.e Persons who have entered into partnership with one another are called individually "partners" and collectively a "firm"
Force Majeure	an event beyond the control of the Hospital and the Service Provider, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to "act of God", "war, act of Foreign enemies", "Contamination by radioactivity from any nuclear fuel"
GoMP/Government	Govt. of Madhya Pradesh
GMC	Government Medical College, Datia/ Vidisha/ Shahdol/ Ratlam/ Khandwa/ Shivpuri/ Chindwara/ Sagar
GST	Goods and Service Tax
HMIS	Hospital Management Information System
HOSPITAL	Any Existing or Upcoming Hospital at Government Medical College, Datia/ Vidisha/ Shahdol/ Ratlam/ Khandwa/ Shivpuri/ Chindwara/ Sagar
INR	Indian Rupee

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IPR	Intellectual Property Rights
ITB	Instruction to Bidders
LD	Liquidated Damages
LoA	Letter of Award
MS	Medical Superintendent
NIT	Notice Inviting Tender
Notification	A notification published in the Official Gazette
Outside patients	Patients not referred from the Hospital and allied hospitals of respective Medical Colleges.
PAN	Permanent Account Number
PC	Procurement/ Purchase Committee
PCPNDT	Pre-Conception and Pre-Natal Diagnostic Techniques (PCPNDT) Act, 1994
PS/ SD	Performance Security Deposit/ Security Deposit
MPVAT	Madhya Pradesh Value Added Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by authority and does not include appointment of any person .
Service Provider	Successful Bidder whom the Contract has been Executed.
State Government	Government of Madhya Pradesh (GoMP)
TPA	Third Party Auditors
VAT	Value Added Tax
WO/ PO	Work Order/ Purchase Order

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1. SCHEDULE OF RFP

1	RFP No.	
2	Scope of Work	Setting up, Operating, Managing & Maintenance of Computerized Tomography - CT & MRI diagnostics facility at 7 New Government Medical Colleges at Datia, Khandwa, Ratlam, Vidisha, Shahdol, Shivpuri & Chindwara and an existing Government Medical College at Sagar.
3	Name of the tender issuer	HLL Infra Tech Services Limited (HITES), for and on behalf of Director, Medical Education, Government of Madhya Pradesh
4	Date of issue of RFP document	
5	Last date for submission of pre-bid queries through e-mail	
6	Date of Pre Bid Meeting	18.02.2019
7	Deleted	
8	Last Date for Submission of Bids	
9	Date of Opening of Pre-qualification & Technical Bids	07.03.2019
10	Date of Price Bid opening	To be informed later through e-mail and telephone (Bidder should furnish the mobile number and e-mail of the authorized representative)
11	Place of Submission & Opening of Bids	Online for submission & Office of Director, Medical Education, Bhopal for Opening of Bids
12	Deleted	
13	Bid Procedure	Single -stage: Online
14	Bid Evaluation Criteria	H1 basis (Annual Premium offered to Medical Colleges)
15	Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: http://hllhites.com/tenders Etender portal: https://etender.lifecarehll.com/irj/portal
16	Bid Security	EMD of Rs. 40,00,000/- (Rupees Forty Lacs Only) in form of Bank Draft / Bankers Cheque/ Bank Guarantee/FDR of any Scheduled Bank in favour of "HLL Infra Tech Services Limited " payable at "Delhi". 19.5 The earnest money if submitted in the form of Bank Guarantee or Fixed Deposit Receipt shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender is 180 days, the EMD shall be valid for a minimum period of 225 days

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		from Techno-Commercial Tender opening date.
17	Bid Validity	180 days from the bid submission date.
Note: 1) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids. 2) No contractual obligation whatsoever shall arise from the bidding document/bidding process unless and until a formal contract is signed and executed between the Deans of respective GMCs and the successful bidder. 3) Procurement entity disclaims any factual/ or other errors in the bidding document(the onus is purely on the individual bidders to verify such information) and the information provided therein are only intended to help the bidders to prepare a logical bid-proposal. 4) The original EMD (Bid Security) shall be submitted by the Bidder physically at 6th Floor Conference Hall, DME, Satpura Bhawan, Bhopal latest by the date and time mentioned in the schedule for RFP for physical submission. 5) EMD will be refunded after the finalization of the Tender.EMD will be Forfeited if the bidder does not deposit the required performance guarantee within the stipulated period or is not willing to accept the contract after the notification of award.		

2. INTRODUCTION

It is intended to setup, operate and manage (i/c maintenance) CT scan and MRI Diagnostic facility for the patients of allied Hospitals of 08 GMCs in Madhya Pradesh. For setting up this facility the respective GMC will provide constructed building **on as-is and where-is basis** in their Hospital premises, where the Service Provider will construct/ renovate the facility and install, operate, manage & maintain a 64 Slice CT Scan(whole body scan) and 1.5 Tesla MRI machine (whole body scan including whole spine scan)for providing diagnostic services to the patients. The approximate number for OPD / IPD patients of Hospitals is stated at **Appendix 1**.

Procurement & Consultancy Services Division of HLL Infra Tech Services Limited (HITES), a fully owned subsidiary of HLL Lifecare Ltd. (HLL), for and on behalf of Director, Medical Education, Government of Madhya Pradesh, invites response against RFP from qualified and experienced Organizations for Setting up, Operating, Managing & Maintenance of Computerized Tomography - CT & MRI diagnostics facility at **7 New Government Medical Colleges at Datia, Khandwa, Ratlam, Vidisha, Shahdol, Shivpuri & Chindwara** and an existing **Government Medical College at Sagar**.

3. INTENTION

3.1 The Service Provider shall establish a well-equipped 64 Slice (with 64 rows of detector) CT scan and 1.5 Tesla MRI Centre with all required facilities, in the specified space and building to be provided by the Hospital. The Service Provider will procure all equipment, material, qualified consultants and required manpower and provide 24 x 7 CT/MRI services to patients of the allied hospitals of 08 Medical Colleges in M.P. The Service Provider will have all responsibilities of procurement, operation and management i/c maintenance of all the equipment and other required medical and non-medical items including all back-up services for the centre at his own cost. **The Service Provider shall perform all tests / Scans as mentioned in the CGHS rate List.** For tests that are not mentioned in the CGHS list , but machines and service Provider are capable to perform, can be done on rates decided by the Committee constituted by Authority (rates for additional test should be properly justified and must be linked to CGHS rates only)

3.2 Hospital shall provide operational space at GMC as per **Appendix 2** to the Service Provider on rent free basis.

3.3 The diagnostic scanning charges are to be kept at prevailing **CGHS-Bhopal circle rates** for all patients irrespective of patients recommended by Hospital or outside Private Patients. However if the centre gets NABL accreditation then CGHS-Bhopal circle NABL rates charges will apply.

Scan Charges for patients belonging to priority households of the state of Madhya Pradesh as per the The National Food Security Act, 2013 and other Government Beneficiaries entitled for free healthcare facility from the State Government would be paid by Authority to the service provider on his submission of bills on a monthly basis.

3.5 For other patients (referred by the Hospital) charges as described in clause 3.3 would be collected directly by the service provider.

- 3.6 Teaching Staff of Radiology department of GMC (if available) will prepare report of CT & MRI of patients referred from the GMC & allied hospital only.
- 3.7 The Service Providers Radiologist will prepare CT & MRI reports, in case of non availability of Teaching Staff of Radiology department of GMC.
- 3.8 Bidding Criterion would be Highest Annual premium. **All bidders have to compulsorily bid for all GMCs.** However first right to match the highest bid of Individual GMC would be given to the overall H1 bidder based on overall highest bid offered to all GMCs taken together. In case the overall H1 bidder does not wish to match the Highest bid for a particular GMC, the respective H1 bidder for that GMC would be awarded the contract. Contract would be individually awarded by respective GMC to the respective H1 Bidder, selected as above.

4. ESSENTIAL QUALIFYING CONDITIONS

The bidders fulfilling all the following conditions would be eligible to apply.

- 4.1. Technical: The Service Provider should be the owner of a diagnostic centre with minimum 16 Slice CT Scan and 1.5 Tesla MRI and have Experience of providing 5,000 CT / MRI Scans (both inclusive) in last 3 years
- 4.2 Financial Status and credibility: The bidder's Hospital/company / Group Radiology centre should have minimum annual turnover of Rupees 2 crores in each of the last three financial years (2015-16, 2016-17, 2017-18).
- 4.3 Other: The Bidder should not have been black listed or deregistered by Central / State Government/CGHS at any time.
- 4.4 Affidavit Requirement: The bidder has to submit undertakings in the form of affidavits as per Annexure II & IV.

5. PERIOD OF THE CONTRACT

- 5.1 Initial period of contract shall be for 10 (Ten) years from the date of signing of contract, extendable by another 10 (Ten) years on satisfactory performance and Technological Up-gradation of the Machines (as mutually decided and agreed by the committee, consisting of DME, Dean Medical College, Supdt. Medical College, HOD Radiology and Service Provider). The Five year renewal of contract will be done on similar terms and conditions as the original contract with mutual consent.

6. CONDITIONS OF CONTRACT

- 5.1 No subletting of any part or whole of the process /infrastructure / services shall be allowed.

5.2 On expiry of the contract, the Service Provider will be free to take all the equipment and consumables that are under his ownership, without disturbing the physical infrastructure provided by the Hospital. After expiry of contract term including the extended period a grace period of 4 weeks may be allowed for removal of all infrastructure/ equipment/ consumables from the premises. If not cleared within this time frame, the Medical Superintendent (MS) of the Hospital will be at liberty to dispose of the equipment etc. as deemed fit and get the space vacated

6. SCOPE OF WORK - SERVICE PROVIDER

INFRASTRUCTURE

7.1 The Service Provider has to establish equip, operate and manage i/c maintenance model a 64 Slice with 64 rows of detector CT Scan and 1.5 Tesla MRI Centre in the Hospital, with all the required equipment, men and material. The Hospital will provide a designated space of around 2700 sqft in the already constructed hospital building along with any installed fixtures, fittings, on as is where is basis. The Service Provider can inspect the availability of space and requirement of civil works etc. before submitting the tender with prior appointment with the Medical Superintendent, of the Hospital on any working day

7.2 All arrangements, which are not in the scope of the Hospital as mentioned in the clause No. 8 below, but required to be made by the Service Provider for smooth functioning of the CT/MRI Unit has to be provided, procured & controlled by the Service Provider. Any modification/alteration/addition in the already constructed building of the Hospital has to be done at his own cost by the service provider after obtaining prior written permission of the authorized officer of the hospital.

7.3 The installation, repair and maintenance of the electrical lines, water pipelines, air conditioning fittings and any other type of fittings inside the building, handed over to the service provider will be the sole responsibility of the Service Provider.

7.4 The Service Provider has to procure at his own cost all medical and non-medical equipment, furniture items, beds, linen, mattresses, stationary, drugs, dressings, consumables, non-consumables, all professional/ non-professional man power and any other material or service required to run the CT/MRI Unit , at his own cost.

7.5 Electricity and water connection will have to be procured by Service provider & has to pay the expenditure incurred on electricity and water in the MRI /CT centre to the concerned authority on regular basis and should maintain records of invoices and payment receipts and must produce to Dean, GMC, Bhopal as and when required.

7.6 The Service Provider must have a backup arrangement for any breakdown of electricity supply, through UPS or Generator etc., at no extra cost to the Hospital.

7.7 The Service Provider has to procure all computers, telephones, internet connection and all other facilities required by him for smooth running of the centre at his own cost.

7.8 The Service Provider has to make his own arrangement inside the building handed over to him for

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housekeeping and security services, including disposal of bio-medical waste (i.e. shifting/disposal up to the earmarked area in the main hospital).

- 7.9 No additional facility shall be provided to the Service Provider except the services/facilities mentioned in the document. The Service Provider has to make all other arrangements at his own cost.
- 7.10 Services of CSSD and Laundry will be responsibility of the Service Provider.
- 7.11 Equipment must be of Latest Technology launched in India by the manufacturer (as certified by the manufacturer). The Service Provider shall provide the requisite details of the equipment purchased and installed at the CT/MRI Centre to the MS of the Hospital before installation.
- 7.12** The CT scan and MRI machine provided must be AERB, US FDA / European CE approved (of any reputed brand like Philips / Siemens / GE / Toshiba etc) 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 CT scan and MRI machines at the hospital premises and to fulfil radiation safety requirements and PCPNDT etc. It is the responsibility of the service provider to employ Radiation Safety Officer (RSO) for CT scan and MRI machine under their operation.
- 7.13 The regulatory compliance for the centre from all the required authorities, local or national will be the responsibility of the service provider. The Hospital officials or the Government have no role to play in this.
- 7.14 Service Provider will be authorized to make changes in fittings, cablings etc. as per the requirement of operating equipment with written permission from hospital administration. .
- 7.15 Structural modification will be permitted but can be done only with prior approval of MS and at cost of Service Provider.
- 7.16 Service Provider will ensure remedial measures with regard to any deficiency in services pointed out by the authorities of the Hospital.
- 7.17 Service Provider must obtain insurance cover for his equipment in the Hospital at his own cost (for the whole contractual period.).
- 7.18 The Safety and security of the established centre will be the sole responsibility of the service provider .The Hospital shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the Service Provider while performing duty in the Hospital premises.

STAFF

- 7.19 All the consultants, specialists, nurses, technicians, Para-medical staff and all other man

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power have to be arranged by the Service Provider for the centre at his own cost. The staff deployed should be adequately trained. Service provider will be responsible for their wages, EPF etc. Service Provider has to comply relevant laws of the land including 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 effluent management, bio-safety, occupational and environmental safety.

- 7.20 Service Provider must issue Identity cards and uniforms to the staff. Staff will have to be in uniform on duty.
- 7.21 Radiologist should be available to attend cases round the clock. Service Provider should submit doctor / Employee duty roster to the hospital administration in advance.
- 7.22 There should be a strict check over the activities of the staff members of the facility for malpractices. The centre in-charge will be responsible for any act of Corruption at the centre.

SERVICES

- 7.23 Service Provider will provide facility of registration of Patients and integrate his registration software with HMIS of the Hospital. All Hospital patients and outside patients shall register at the HMIS window itself, so as to track & maintain the prioritization of patients (as per clause 7.24). Unique ids, details of patients, waiting time, reports/ scans and other requisite details could be fetched from HMIS and to be enclosed for the purpose of Billing & invoicing
- 7.24 The Patients referred from the Hospital has to be given due priority over an outside Private Patient. Maximum permissible time for service delivery to Hospital Patients shall be 2 hours for CT Scans and 24 hours for MRI Scans from the time of registration. All emergency cases such as Head Injuries Trauma etc need to be dealt with in 1 hour. Hospital referred patients will be registered immediately without any delay.
- 7.25 Arrangements for handling sudden emergency or other complications has to be notified by the Service Provider
- 7.26 The Service Provider has to provide 24 X 7 uninterrupted CT/MRI services by posting qualified required work force at the CT/MRI Unit.
- 7.27 Service Provider should make alternative arrangements in the event of breakdown of the services at his own cost. In case the Service Provider fails to make such arrangement and the patient claims any damages before any Forum, it shall be the responsibility of the Service Provider. Service provider shall provide Insurance cover to Staff so that any claim, compensation arising can be met.
- 7.28 All drugs and dressings if required should be provided at the CT/MRI centre by the Service Provider and Patients referred from the Hospital will not be asked to purchase any item.

7.29 The responsibility of managing complications arising out of and during the imaging of patients at the CT/MRI centre lies exclusively with the Service Provider. The CT/MRI centre should have prior arrangements to shift such patients to other specialty centres for management of complications. The cost of management of such complications shall be borne by the Service Provider without any liability, responsibility of the Hospital.

7.30 Medico legal liability arising out of and during the course of treatment at the CT/MRI centre shall be the sole responsibility of the Service Provider. The Service Provider shall keep the hospital/administration/M.S duly indemnified against any medico legal case, labour dispute/civil dispute or claims arising out of services provided, before any forum working of the CT/MRI centre at the hospital.

REPORTS & RECORDS

7.32 Service Provider must maintain all medico-legal & other records and should be able to provide them in hard and soft copy (either in CD/DVD/Harddisk/ any other feasible form) to the Hospital Administration & Police on demand.

7.33 The service provider shall submit the hard(CT/MRI Film) and soft copies of the report and images to the hospital and to the Hospital referred patients within the stipulated time mentioned below,

(i) All Head injuries, trauma cases and cases declared as urgent by the referring Hospital will be dealt with within 1 hour

(ii) All routine scans from 8 a.m. to 6 p.m. within 6 hours of scan

(iii) All routine scans from 6 p.m. to 8 a.m. before 12 p.m. of the next/same day

7.34 SMS& Email alerts shall be given to the patients at the time of Registration and should include information such as time slot allotted and expected time of Scan. Alerts/Reports shall also be sent to the patients on their email id once it is generated.

7.35 All Reports and images of Hospital referred patients has to be made available on HMIS of the hospital so that it could be accessed anywhere in the Hospital through System

EDUCATION & TRAINING ON FACILITY

7.36 The Service Provider in the presence of his authorized person has to permit at the CT/MRI centre, the Under Graduate and Post Graduate medical students of the GMC, Bhopal and allied hospital for training purposes without any condition and cost. For Medical education this centre will be considered as an integral part of the Hospital.

PAYMENT OF THE ANNUAL PREMIUM

7.37 The payment of the agreed Annual Premium for the working per Annum shall be paid in advance every Quarter starting “date of GO LIVE issued by the authority”. In case no payment is made even after passing of 30 days, a penalty at a rate of SBI Annual MCLR rates shall be payable by the Service Provider. If left unpaid till 120 days, the Authority shall have the Right to Deduct (Clause18.3)”.

8. LIABILITIES OF HOSPITAL

8.1 The Hospital will provide space in the building on as is where is basis. Before bidding, the Service Provider is advised to make a visit to the Hospital and see, the infrastructure that is available for the proposed CT/MRI center and assess the feasibility to establish the CT/MRI Unit in consultation with respective Medical Superintendent of the hospitals.

8.2 Payment of property tax, and any other property related payments will be the responsibility of the Hospital.

8.3 A Liaisoning Officer shall be nominated by the Medical Superintendent, of the Hospital to coordinate with the Service Provider.

8.4 Hospital shall maintain an Escrow account in a Public Sector Bank with 6 months rolling fund requirement of Service Provider, in order to ensure timely payments of free cases to Service Provider.

8.5 The payment of the Hospital referred free cases of the working month shall be done by the Authority within 30 days of producing bills by the service provider. In case no payment is made even after passing of 30 days, a penalty at a rate of SBI base rate+2 % per annum shall be payable by the Authority. If left unpaid till 120 days from the first set of unpaid claims, the concessionaire shall have the right to refuse doing the free cases, till the time the authorities reimburse the Bills of pending free cases”.

8.6 Biopsy Needle and Catheter if required shall be provided by the Hospital

8.7 Hospital has to give assured referrals to the Service Provider. No patient from the Hospital would be referred to outside Hospital centres.

9. INVOICING

9.1 Service Provider must integrate his software with the existing HMIS (Hospital Management Information System) of the Hospital at his own cost including any software or hardware required, if any.

9.2 All Patients reporting to the Hospital and needing CT/MRI investigation will be referred to the CT/MRI centre through HMIS. The Service Provider will do the investigation as per the referral request and provide the report. The Service Provider will keep check on the patient’s identity.

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The details of the referral procedure can be discussed with the MS before starting the CT/MRI centre.

- 9.3 The Service Provider will be expected to raise bills for CT/MRI investigations, along with original referral letters and with other details of Patient (could be fetched from HMIS) and items demanded by the Hospital, on a monthly basis

10. LEGAL

- 10.1 Service Provider will be authorized to make changes in fittings, cables etc. as per the requirement of operating the equipment with prior permission from hospital administration.
- 10.2 In case of change of legal status of Service Provider, fresh agreement will come in force, subject to the condition that the new entity is eligible for running CT/MRI centre.
- 10.4 Force Majeure (section 20) will be applicable to both parties. A party claiming Force Majeure shall exercise reasonable diligence to overcome the Force Majeure event and to mitigate the chances of non-performance of its obligation under the tender.
- 10.5 Any medico-legal issues arising in the course of or out of treatment of patients will be the sole responsibility of Service Provider. The Service Provider will keep the Hospital duly indemnified.
- 10.6 In the event of any dispute or difference arising out of this agreement/contract and/ or in relation to the implementation hereof, the same shall be resolved initially by mutual discussion and conciliation between the Service Provider and Authority. But in the event of failure thereof, the same shall be referred to Director, Medical Education; Sole arbitrator, whose decision thereon shall be final & binding on both the parties. The place of the arbitration will be at Bhopal.
- 10.7 Provisions of Consumer Protection Laws by any name shall be applicable to Service Provider.
- 10.8 Compliance of all the applicable Laws of land including Minimum Wages Act, ESI Act, EPFO, Income tax, service tax, GST etc. shall be the responsibility of Service Provider. The Service Provider shall ensure due compliance of all labour laws during the period of setting up, maintenance and running of the CT/MRI centre.
- 10.9 The Service Provider shall keep Hospital indemnified against any claim, litigation, and proceedings on this account.

11. FINANCIAL CONDITIONS

- 11.1 Optimum utilization of the proposed CT/MRI Unit is expected but for actual work load of patients in the Hospital the bidder is advised to visit the Hospital premises and analyze the

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work load accordingly and may seek time with the Medical Superintendent of the Hospital regarding clarifications.

- 11.2 Clause No 3.3,3.4 and 3.5 for Diagnostics Scanning Charges should be referred.

12. PERFORMANCE MONITORING

12.1 The Hospital will be free to monitor the quality of services rendered by the Service Provider on a periodical basis. Any shortcoming will be communicated to the Service Provider in a written format and Service Provider will be responsible for rectification/action if any. Monthly statistics relating to tests done must be sent to the Hospital Administration by 10th of the following month by the Service Provider.

12.2 Regular patient satisfaction survey shall be carried out by the Hospital and shared with the Service Provider. Corrective action taken needs to be intimated in writing by the Service Provider.

12.3 The authorized person of the Hospital shall have the right to inspect the Centre at any time.

12.4 The Service Provider will nominate an official for liaison work and performance monitoring.

13. PREPERATION & SUBMISSION OF THE PROPOSAL

The bids shall be submitted online as follows:

- 13.1 Single Technical Bid for all 8 GMCs
13.2 Financial Bid as per Format attached at **Annexure-VI**.

14. TECHNICAL BID

- 1) EMD of Rs, 40,00,000(Forty lakhs) in form of Bank Draft / Bankers cheque / **Bank Guarantee** till Performance of Promise by Service Provider each for respective GMC .
- 2) Confirmation regarding furnishing Performance Guarantee in case of award of contract.
- 3) Original RFP document duly stamped and signed on each page.
- 4) Particulars of the bidder
- 5) Copy of the Income Tax Returns acknowledgement for last three financial years.
- 6) Copy of audited accounts statement for the last three financial years.
- 7) Authority of authorized signatory to tender documents.
- 8) Copy of the certificate of registration of GST (or any applicable taxes) with the appropriate authority valid as on date of submission of tender documents.
- 9) A duly notarized declaration from the bidder, 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.

- 10) **AFFIDAVITS:** The bidder has to submit affidavits as per annexure II & IV and upload them with e-tender.

15. FINANCIAL PROPOSAL BID

All bidders have to compulsorily bid for all GMC's., (Performa as per Annexure VI).

Service Provider would be selected on H1 basis.

However the highest bidder who has offered highest annual premium for all GMCs taken together shall have the first right to match the highest bid received for individual GMCs.

In case the overall H1 bidder does not wish to match the Highest bid for a particular GMC , the respective H1 bidder for that GMC would be awarded the contract. Contract would be individually awarded by respective GMC to the respective H1 Bidder, selected as above.

16. SELECTION PROCESS

Evaluation shall be done on the basis of electronically submitted Data

- 16.1 A Pre-Bid conference shall be held on a fixed date and time after the request for proposal is being advertised well before the last date for bid submission in the hospital. The authorised representatives from the respective medical colleges shall clarify any doubt on the subject.

- 16.2 Technical evaluation of the proposals shall be carried out by a committee duly constituted by authority. Along with the scrutiny of the proposals, the committee may even visit the premises of the bidders to assess and confirm their capabilities as mentioned in the bid. Among all the bidders, those who are eligible as per essential qualification requirement (as listed in the clause 4 of the RFP) will be considered technically qualified.

- 16.3 The Financial bids of the technically qualified bidders will be opened by the committee, in presence of the bidders if they wish to attend.

- 16.4 The bidder who will offer maximum Premium to Medical Colleges will be awarded the Project. (will be awarded the contract on the basis of Evaluation Criteria mentioned at 14.)

- 16.5 Letter of Acceptance (LOA) shall be issued by the authority, to the selected Bidder to sign the agreement as at ANNEXURE VIII within 7 days of the receipt of LOA, along with submission of Performance Guarantee as per format attached at Annexure VII.

- 16.6 Final selection of the bidder is at the discretion of the committee constituted by the authority.

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

- 16.8 The committee constituted by the authority shall have full right to accept or reject any or all the tenders without assigning any reason thereof, at any stage.

17. RIGHT TO ACCEPT OR REJECT ANY OR ALL THE PROPOSALS

17.1 Notwithstanding anything contained in this RFP document, the authority reserves the right to accept or reject any proposal and to annul the selection process and reject all the proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

17.2 The authority, reserves the right to reject any bid(s) if any of the following happens:-

- a) At any time, a material misrepresentation is made or uncovered.
- b) The Bidder does not provide within the time specified, the supplemental information sought by HITES/authority for evaluation of the bid (s). Such misrepresentation/ improper response shall lead to the disqualification of the Service Provider.
- c) Bidder's failure to submit sufficient and complete details for evaluation of bid within the prescribed time. No bid will be accepted after due date and time.
- d) Bids received without pre-qualification documents, as required.
- e) Bidders not meeting the pre-qualification criteria stipulated in the tender.
- f) Bidders not agreeing to furnish required security deposit.
- g) Bids/quotations not received through the prescribed procedure.
- h) The decision of the authority to accept or reject any or all of bid(s) shall be final and binding.

17.3 The authority reserves the right to verify all the statements, information and documents submitted by the bidder in response to the RFP. Any such verification or lack of such verification by the authority shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of the authority there under.

18. PENALTIES & TERMINATION

18.1 Delay in Installation

The successful bidder is required to install brand new CT machine as mentioned above within 3 months of signing of the agreement and brand new MRI machine within 5 months of signing of the agreement. Any delay beyond stipulated 5 months would attract a penalty of Rs. 50,000 (Fifty Thousand only) per week. The delayed installation penalty would be allowed to accrue to a maximum of 5 lakhs (10 weeks).

If the satisfactory installation is not done in the allotted and penalty time, i.e., the total of 5 months from the date of signing of agreement, the Authority is free to forfeit the performance guarantee and terminate the contract agreement (partial or full) and blacklist the service provider for 2 years for providing any service to the Hospital. In case of partial termination of the contract, proportionate performance security shall be forfeited.

The service provider has to give a certificate in writing to the Authority about the completed installation of the CT /MRI machines and the contract period shall start from the date of "GO LIVE" issued by the Authority

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In case of incomplete civil infrastructure space being provided for establishing CT/MRI Scan facility, the date of handing over of the completed civil infrastructure/space shall be taken for counting the penalty for installation.

18.2 Service penalty

A) **Penalty for delays in Service Delivery**(both scanning and delivery of Reports) beyond time limits as stipulated in clause 7.24 & 7.33 above, penalties shall be imposed as below

	1 hr delay	more than 1 hr and less than 4 hr delay	4 hr & beyond
10% Scan	Waived	30% penalty	50% penalty
more than 10% and upto 40 % scans	10% penalty	30% penalty	50% penalty
40% & beyond	20% penalty	30% penalty	50% penalty

- B) In case of **non-working of machines due to breakdown/Preventive maintenance/Up-gradation**, the service provider will have to get them functional within 72 hours. In case, the breakdown is not rectified in 3 days then after that Rs 10000.00 (Rs. Ten Thousand only) per day will be charged, as penalty charges. The maximum permissible downtime with penalties is 45 days in a calendar year and maximum 7 days in a month. After this duration the Hospital is free to forfeit the performance security, terminate the full or partial contract agreement and may blacklist the service provider. Preventive Maintenance must be done preferably during weekends with an advance written notice of atleast 48 hours to the Authority. However, if the service provider is arranging CT/MRI scan from other facility (with same specification) in the city in given time(at its own cost including transportation) then this penalty shall not be imposed, however the maximum permissible downtime of 45 days in a year and 7 days in a month shall be applicable for rescinding the agreement..
- C) The time permissible, without penalty, in a stretch is 3 days and beyond that it shall attract penalties. Summing up all such events of non penalty in a calendar year permissible are 18 days, making an up time of 95 % for the service.. The uptime calculations shall be done every 6 months hence this means that the service should not be down for more than 9 days in every six months, otherwise penalty charges shall apply as per clause 8.2 (B)
- D) All the Scan charges shall remain same as agreed in the contract above and not the amount actually incurred by the Service Provider.

18.3 Right to Deduct

Authority would be in its right to deduct any payment from monthly bills with regard to any

penalties levied and any dues not paid by the service provider to any third party (that had rendered service to the service provider) and the Agreed Annual Premium not paid to the Hospital

18.4 Termination

If the Service Provider fails to carry out his obligation under the contract OR if the service provider has been charged with more than 4 penalties in a financial year against clause 18.1 & 18.2 of the contract, the Authority may by termination notice of not more than 14 days shall require the service provider to explain the reasons of failure to carry out obligations as per the contract

The Authority will be entitled to terminate the contract, if the service provider:

- a) fails to reply satisfactorily/comply with the notice issued as mentioned above..
- b) abandons the services or otherwise which plainly demonstrates the intention not to continue performance of his obligations under the contract.
- c) becomes bankrupt or insolvent and has any administrative or Judicial order against him
- d) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity or commission or other thing of value, as an inducement or reward (for doing or forbearing to do any action in relation to the contract)
- e) The contract could be mutually terminated with notice period of 6 months.

In any of the events or circumstances mentioned at (a), (b) , (c), (d) and (e) above , the Authority may upon giving 14 days notice to the service provider, terminate the contract and forfeit the performance Guarantee

18.5 Vacating premises after Termination of Contract

After the termination or completion of the term of contract, the service provider has to immediately vacate the premises and take away only the CT Scan and the MRI Machines with their Accessories. The service provider is required to leave the entire infrastructure (with its interiors) with Air conditioners and other electrical fittings in place for the future use of the Hospital (at No cost to the Hospital). While vacating the premises the service provider is required to do the minimal damage to the infrastructure. The service provider has to vacate the premises within one month of the end date of the contract or the date of termination of contract whichever is earlier.

Service Provider have to clear any balance fees, bills, invoices (of any third party including Electricity, water , security , mess etc ; that had rendered services to the service provider). In case the service provider does not clear the same ,the Authority shall recover these dues from the amount to be paid to the service Provider or by forfeiting the performance guarantee or a part thereof.

In case, the Service Provider does not vacate the premises within one month, a penalty of Rs 10000/- (Ten thousand) per day shall be applicable on Service Provider till the date of complete exit.

For this an exit document need to be signed by the concerning authority. In case of nonpayment of penalty, performance guarantee would be invoked.

19 PERFORMANCE GUARANTEE

Performance Guarantee of Rs. One Crore (for each Medical College, wherein the bidder is awarded Letter of Award) in the form of Bank Guarantee from Scheduled Bank valid upto 3 month beyond the end date of the contract including extended period , if so allowed ,have to be submitted to the Medical Superintendent or Dean of the respective GMC/Hospital.

In case the Service Provider does not fulfil the contractual obligations the performance guarantee amount may be forfeited.

Performance guarantee has to be deposited within seven days from the letter of award made to the Service Provider over e-mail/dispatch of hard copy.

20 FORCE MAJEURE

Force Majeure means an exceptional event or circumstance:

- a) Which is beyond a party's control
- b) Which such party could not reasonably have provided against before entering into the Contract.
- c) Which, having arisen, such party could not reasonably have avoided or overcome, and
- d) This is not substantially attributable to the other Party.

Notice of Force Majeure : If a Party is or will be prevented from performing its substantial obligations under the Agreement by Force majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the Obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event constituting Force Majeure.

Consequences of Force Majeure: If the Service Provider/Authority is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given as above, and suffers delay and /or incurs Cost by reason of such Force Majeure, the Service Provider/Authority shall be entitled subject to an Extension of Time for any such Delay.

21 OTHER TERMS AND CONDITIONS

Technology Up gradation:

- a) 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.

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- b) Upon declaration of any National or International guideline accepted by the Government prohibiting the use of earlier (currently installed) technology.

Intellectual Property

- a) All the images scanned by the Service Provider are the Intellectual Property of the Government of MP., and the Service Provider has to mandatorily store the Soft copies in the form of DICOM or other image format that could be opened and viewed on an open source software program on a computer in future. All the images are to be retained and handed over to the Government when ever asked for or at the time of exit without any charge
- b) These images could be used only for Research purpose or publication purpose by the service provider only after a written consent from the indenter.

Scan

- a) A test would be called as repeat test subject to imaging errors/resolution or wrong part being scanned or wrong patient being scanned. IN THIS CASE repeated test would be performed free of charge. If a test is performed without a contrast and later for proper visualization it is found by experts that a contrast test has to be performed then the second test shall be counted a new test and would be chargeable to the patient / Government..
- b) A no-fee or a FREE SCAN receipt shall be provided by the Service Provider to every patient for whom the scan has been done free as per the Government criteria. This shall be done only for a proper test requisition form from the Hospital bearing proper OPD/IPD number and signature of the requesting Doctor and counter signed by competent authority clearly marking FREE on the request form. These forms are to be retained for future payments after validation. A copy of all such receipts shall be submitted on a monthly basis by the service provider to the Authority. This will form the basis of monthly payment by indenting 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.

Documentation

The following records shall be maintained on a daily basis by the Service Provider:

- a) Daily patients register including outside as well as for patients referred by Allied Hospitals/GMC to be separately maintained.
- b) Log book for record of any breakdown/shut down of the machine/facility.
- c) The service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the C.T./MRI 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.

PERSONAL DETAILS OF THE BIDDER

1	Name Of Tendering Hospital/Institution/Company	
2	Name of Owner/ Director	
3	Full Particular of Office	
	a) Address	
	b) Contact No	
	c) Fax No	
	d) Email	
4	PAN Service tax Registration No	
5	Details of EMD a) Amount b) DD /PO No c) Drawn on Bank	
6	Name & Contact Details of Representative	

Signature of authorized signatory

Name:

Place:

Seal

Format for Affidavit certifying that Entity/Promoter(s)/ Members of Entity are not Blacklisted

Affidavit

I, M/s(the names and addresses of the registered office)

hereby certify and confirm that we or any of our promoter(s) /partner(s) are not barred by or blacklisted by any state government or central government / department / organization in India from participating in Project/s, either individually or as member of a Consortium as on the _____(Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and performance guarantee may be forfeited.

Dated thisDay of, 2019.

Name of the Applicant

Signature of the Authorized Person

Name of the Authorized Person

Format for Power of Attorney for Signing of Application

(On a Stamp Paper of relevant value)

Power of Attorney

Know all men by these presents, We M/s -----

(Name and address of the registered office) do hereby constitute, appoint and authorize Mr /Ms.....

(Name and residential address and PAN), duly approved by the Board of Directors in their meeting held on (Copy of board resolution enclosed), who is presently employed with us and holding the position of ----- as

our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for "RFP for Establishing CT & MRI centre in 08 medical Colleges in M.P" including signing and submission of all documents and providing information / responses to the respective Medical College/ Hospitals, representing us in all matters before the respective Medical College/ Hospitals in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the-day of 2019

For _____

(Name, Designation and Address) Accepted _____

(Signature)

(Name)

AFFIDAVIT

1. I, Son / Daughter of
Shri..... Owner/Authorized Signatory of

..... am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same and will abide to all if selected.

3. The information, documents, data of financial status and credibility, details of CT & MRI Unit operations , experience details etc. Furnished along with the tender bid are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4. I further certify that I own a diagnostic centre with minimum 64 Slice CT Scan and 1.5 Tesla MRI and have experience of 5,000 CT & MRI Scans (both inclusive) In case my proposal/tender is accepted I assure that :

a. A Radiologist will be appointed by us exclusively for the proposed CT & MRI centre at the respective , GMC, and will ensure his availability to attend cases round the clock.

b. I will arrange all the consultants, specialists, nurses, technicians, Para-medical staff and all other man power required for efficient disposal of services

c. For the proposed 64 Slice CT scan and 1.5 Tesla MRI Centre in addition to above conditions we shall provide only newly purchased equipment (as per Annexure IX a & IX b) and staff as per standard norms for the proposed services.

d. I have appraised myself fully about the job to be done during the period of agreement and also acknowledge to bear consequences of non performance or deficiencies in the services on my part.

Signature of the authorized signatory

Date:

Full Name:

Place:

Company's Seal:

N.B.: The above declaration, duly signed and stamped by the authorized signatory of the company, on stamp paper and duly notarized, should be enclosed with Technical bid. Delete whatever is not applicable.

FINANCIAL INFORMATION

Name of Institution/Company:

Annual turnover of last three Financial years with details (CA Audited Balance sheet to be submitted)		
Years	Turnover (in INR)	Profit after Tax
2015-16		
2016-17		
2017-18		

Signature of authorized signatory

Name:

Place:

Seal:

FINANCIAL BID

We, hereby, offer to deliver the services in accordance with your tender dated

The Financial Proposal our firm is, that we shall offer Annual premium to the 08 Medical Colleges as per below table.

College/G MC	Chhindwara	Datia	Khandwa	Ratlam	Shahdol	Shivpuri	Vidisha	Sagar
Annual Premium incl.of Applicable Tax (in Rs.)								

Total overall Premium Quoted: _____
 _____(in Rs.)

We also confirm that, we shall keep the diagnostic scanning charges at prevailing CGHS (Central Government Health scheme), Bhopal rates and as amended time to time.

Sincerely

.....

Signature of Authorized Signatory

Name:

Designation:

Mobile No.:

Email Address:

Date:

BANK GUARANTEE BOND FOR PERFORMANCE WARRANTY

(To be executed by ANY Scheduled Bank on non-judicial stamp paper)

To

The Dean,

Madhya Pradesh

Dear Sir/Madam,

Sub: Your Contract No. _____ dated _____
for _____

1. Dean, _____ Medical College, on behalf of DME, Government of Madhya Pradesh, have entered into a contract with reference no as given above with _____ (herein after referred to as the Service Provider) for the Equip, Operate and management including maintenance a 64 Slice CT Scan and 1.5 Tesla MRI machine for providing diagnostic services to the patients of -----for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract the Service Provider has undertaken to produce a bank guarantee for Rs. 1,00,00,000/- (Rupees One Crore only), for the due fulfilment of its obligations to the Hospital for due performance as per the contract during period of Contract.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the Service Provider that in the event that the Hospital submits a written demand to us that the Service Provider has not performed according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the Service Provider any sum up to a maximum amount of Rs 1,00,00,000/- (Rupees One Crore only). Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the Service Provider, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the Service Provider and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.
5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to

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1,00,00,000/- (Rupees One Crore only) and the guarantee shall remain in force up to and including the _____ day of being reported to us by you and returned to us duly discharged.

- c. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharge from the liabilities hereunder.
- d. This guarantee shall not be affected by any change in the constitution of our Bank or of the Service Provider or for any other reason whatsoever.

Date:

Sd.....

Place:

Bankers

Seal of the Bank

Witness:

1.

2.

DRAFT CONTRACT AGREEMENT
(On Stamp Paper)

**Setting up, Operating, Managing & Maintaining CT / MRI diagnostics facility at
MEDICAL COLLEGE,**

This Agreement is made on the _____ day of _____, 2017 between the Dean, _____ Medical College, _____ (hereinafter called The Hospital, which expression will, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Party.

AND

..... (Name of the Service Provider with Address) of the Second Party.

WHEREAS, the first Party The Hospital intends to provide CT & MRI facility to its patients within its own infrastructure through Outsource on Equip, Operate, maintain and Managemodel and invited “Request for Proposal” through open advertisement with the same intention AND WHEREAS, ----- (henceforth would be referred to as ‘Service Provider’) has agreed to establish 64 Slice CT & 1.5 Tesla MRI facility and associated services/facilities and provide manpower and material to operate it as per terms and conditions of RFP document, in the specified space of The Hospital building which will be provided by the The Hospital on Rent Free Basis.

NOW, THERE FORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The RFP document for CT & MRI, Minutes of Pre Bid Meetings, any corrigendum and addendums issued by the authority before signing of the Contract will be an integral component of this contract agreement and any ambiguity in the terms and conditions or scope of work etc. will be accepted as per the advertised RFP

As per conditions of the RFP the Service Provider (Second party) has quoted and offered Rs. _____/- (in words Rupees _____ per Annum) as Annual Premium against the Business earned/will be earned by the service provider after establishment of CT & MRI facility and The Hospital (First party) has accepted the financial bid of the second party (Service provider).

(First Party)

(Second Party)

BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated ____ for the supply of _____ (hereinafter called the “tender”) against the purchaser’s tender enquiry No. _____. Know all persons by these presents that we ___of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser”) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of ____ 20___. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

- a) fails or refuses to furnish the performance security for the due performance of the contract.
or
- b) fails or refuses to accept/execute the contract.
or
- c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

Appendix I

S. No	Name of College	City	No. Of Patients (in Nos)					
			Fy 15-16		Fy 16-17		Fy 17-18	
			OPD	IPD	OPD	IPD	OPD	IPD
1	Government medical College	Sagar	200372	14524	294214	30151	331320	36164
2	Government medical College	Datia	239312	41763	209154	39943	230090	44146
3	Government medical College	Shahdol	173881	39221	17885	38433	183006	39360
4	Government medical College	Vidisha	271634	52187	299000	50574	315902	54718
5	Government medical College	Khandwa	347896	46524	356564	46602	360048	45907
6	Government medical College	Ratlam	424276	60999	514953	72371	504820	76567
7	Government medical College	Shivpuri	393675	66612	357555	60310	340478	58997
8	Government medical College	Chindwara	320388	68552	334622	68358	337862	67631

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Appendix _2

S. No	Name of College	City	Availability of CT/MRI in Distt. Hospital	Availability of Infrastructure			Availability of Radiologists
			Yes/ no ?	Space / Building	Any Comments regarding space	Area in Sqft	with Nos & Designation
1	Government medical College	Sagar	16 slice Seperate Building	yes	Building modification may be required as per AERB norms	CT 800 Sqft MRI 1080 Sqft	1 Associate Professor 1 Assistant professor
2	Government medical College	Datia	No	yes		Area for CT- 9890x7350 sq.ft. Control Room : 3050x7350 sq.ft Area for MRI- 13400x7350 sq.ft. Control room: 3000x7350 sq.ft. Waiting Area: 3900x3800 sq.ft. Lobby: 9300*7200 sq.ft.	No
3	Government medical College	Shahdol	No	Yes	Space allotted at New Medical College, It may be ready upto March , 2019	CT 920.50 MRI-600.39	NO
4	Government medical College	Vidisha	No	hospital space ready by June End 19	Building modification may be required as per AERB norms	CT room : 860 Sqft MRI Room : 500 Sqft Monitoring Room for CT/MRI : 275 Sqft	1 Senior Resident

RFP for CT / MRI diagnostics facility at 08 Medical Colleges in M.P

S. No	Name of College	City	Availability of CT/MRI in Distt. Hospital	Availability of Infrastructure			Availability of Radiologists
			Yes/ no ?	Space / Building	Any Comments regarding space	Area in Sqft	with Nos & Designation
5	Government medical College	Khandwa	dual slice high speed ct	yes	Building modification may be required as per AERB norms	2300 Sqft	NO
6	Government medical College	Ratlam	No	yes		CT 1200 Sq.ft MRI 1100 sqft.	1 Assistant Professor
7	Government medical College	Shivpuri	16 slice	yes	Adequate space is available as per minimum requirement (Dist. Hospital, Shivpuri)		Yes
8	Government medical College	Chindwara	16 slice	hospital space ready by March End 19	Building modification may be required as per AERB norms	CT room : 392 Sqft MRI Room : 501 Sqft Console Room : 250 Sqft	1 Associate Professor