



REQUEST FOR PROPOSAL

For

**Setting up, Operating, Managing & Maintaining
Computerized Tomography - CT / MRI diagnostics facility at
NSCB MEDICAL COLLEGE JABALPUR**

**Netaji Subhash Chandra Bose Medical College Jabalpur
Phone: 0761-2370951; Email: nscbmcjb@gmail.com**

[For any further clarifications / queries on e-Portal can be contacted at:

Website for e-procurement: <http://mpeproc.gov.in>;

E-mail nscbmcjb@gmail.com,

Netaji Subhash Chandra Bose Medical College Jabalpur
No/Auto/Pur/Tender/2018/ 5300 Jabalpur Dated /06/2018

REQUEST FOR PROPOSAL

Dean, NSCB Medical College Jabalpur, invites response on RFP from qualified and experienced Organizations for Setting up, Operating, Managing & Maintenance of Computerized Tomography - CT & MRI diagnostics facility at NSCB Medical College Jabalpur.

Interested Bidders who qualify as per the criteria mentioned in the document may purchase the RFP Documents before the due dates. by online payment of Rs.10,000/- (Rupees Ten thousand only) from the website www.mpeproc.gov.in. The date for Purchase, submission, etc. is mentioned in the Schedule of RFP. The Addendum/Corrigendum (if any) shall only be published on the website www.mpeproc.gov.in. The bidders have to submit the bid online only. If holiday is declared by Govt. Of M.P. on the date of physical submission or on the date of opening, the same shall automatically be shifted to subsequent working day.

Dean, NSCB Medical College Jabalpur reserves the right to accept/reject any/ all bids without assigning any reason thereof.

Purchase of Tender Start Date	21/07/2018 04.00 PM
Purchase of Tender End Date	07/08/2018 05:30 PM
Bid Submission End Date	08/08/2018 05:30 PM
Mandatory Submission (EMD etc) Date	10/08/2018 05.30 PM
Technical Proposal (Online) Open Date	13/08/2018 12:30 PM
Financial Bid (Online)Open Date	20/08/2018 12:30 PM
Cost of the Tender Document	Rs. 10,000-00
EMD	Rs. 5,00,000-00

Dean
Netaji Subhash Chandra Bose
Medical College Jabalpur

NETAJI SUBHASH CHANDRA BOSE MEDICAL COLLEGE JABALPUR

No/Auto/Pur/Tender/2018/

5300

Jabalpur Dated 02/07/2018

REQUEST FOR PROPOSAL

Dean, NSCB Medical College Jabalpur, invites response on RFP from qualified and experienced service providers for **Setting up, Operating, Managing & Maintenance of CT & MRI diagnostics facility** at NSCB Medical College Jabalpur.

Purchase of Tender End Date	23/07/2018	Cost of the Tender Document	Rs. 10,000/-
Online Bid Submission End Date	24/07/2018	EMD	Rs. 5,00,000/-

Dean
Netaji Subhash Chandra Bose
Medical College Jabalpur

NETAJI SUBHASH CHANDRA BOSE MEDICAL COLLEGE JABALPUR

No/Auto/Pur/Tender/2018/

6042

Jabalpur Dated 21/07/2018

Corrigendum

Last date for the Purchase and submission of Request for Proposal for **Setting up, Operating, Managing & Maintenance of CT & MRI diagnostics facility** at NSCB Medical College Jabalpur is extended.

Purchase of Tender End Date	07/08/2018	Cost of the Tender Document	Rs. 10,000/-
Online Bid Submission End Date	08/08/2018	EMD	Rs. 5,00,000/-

RFP document can be downloaded from the government e tender portal www.mpeproc.gov.in

Dean
Netaji Subhash Chandra Bose
Medical College Jabalpur

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 MCJ	Medical College Hospital Jabalpur, Cancer Hospital Jabalpur & any other hospital coming up in the campus of NSCB Medical College Jabalpur
Authority	Dean NSCB Medical College Jabalpur
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 the Dean NSCB Medical College Jabalpur 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 Dean NSCB Medical College Jabalpur, 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. Dean NSCB Medical College Jabalpur in this bidding document.
Contract/ procurement Contract	A contract entered into between the Dean NSCB Medical College Jabalpur and the successful bidder concerning the subject matter of procurement

CSSD	Central Sterile Supply Department
Day	A calendar day as per GoMP/ Gol.
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
MCJ	NSCB Medical College Jabalpur
GST	Goods and Service Tax
HMIS	Hospital Management Information System
HOSPITAL	NSCB Medical College Hospital Jabalpur
INR	Indian Rupee
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 NSCB Medical College Jabalpur
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 Dean NSCB Medical College Jabalpur 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)
State Public procurement Portal	http://mpeproc.gov.in
TPA	Third Party Auditors
VAT	Value Added Tax
WO/ PO	Work Order/ Purchase Order
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 Dean NSCB Medical College Jabalpur and does not include appointment of any person .
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SCHEDULE OF RFP

1	RFP No.	
2	Scope of Work	Request for Proposal for Equip, Operate & Management i/c Maintenance of CT / MRI facility at NSCB Medical College Jabalpur
3	Name of the tender issuer	Dean NSCB Medical College Jabalpur Madhya Pradesh , Jabalpur -482003
4	Date of issue of RFP document	Date of Publication in Newspaper
5	Last date for submission of pre-bid queries through e-mail	30-07-2018
6	Date of 1 st Pre Bid Meeting	01-08-2018 @ 12.30 PM
7	Date of 2 nd Pre Bid Meeting	NA
8	Last Date for Submission of Bids	08-08-2018
9	Date of Opening of Pre-qualification & Technical Bids	13-08-2018
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 Dean NSCB Medical College Jabalpur
12	Bid Procedure	Two Stage: Online
13	Bid Evaluation Criteria	H1 basis (Annual Premium offered to Medical Colleges)
14	Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: http://mpeproc.gov.in
15	Bid Security	EMD of Rs. 5,00,000/- (Rupees Five Lacs Only) in form of Bank Draft / Bankers Cheque of any Scheduled Bank in favour of "Dean NSCB Medical College Jabalpur
16	Bid Validity	180 days from the bid submission date.

1. 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 MCJ. For setting up this facility the MCJ, 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 128 Slice CT Scan and 3 Tesla MRI machine for providing diagnostic services to the patients. The approximate number of patients referred by the Hospital in the last one year was around 4000 – 4500 cases for CT Scans and 2000 –3000 cases for MRI Scans respectively.

The Dean NSCB Medical College Jabalpur is inviting proposals for establishing a CT scan and MRI facility for NSCB Medical College Jabalpur and allied/associated Hospitals. The contract shall be executed between successful bidder and NSCB Medical College Jabalpur (Authority).

2. INTENTION

- 3.1 The Service Provider shall establish a well-equipped 128 Slice CT scan and 3 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 MCJ, JABALPUR. 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
- 3.2 Hospital shall provide operational space of around to the Service Provider on rent free basis.

- 3.3 The diagnostic scanning charges are to be **kept at prevailing CGHS-JABALPUR circle rates for all patients irrespective of patients recommended by Hospital or outside Private Patients.**
- 3.4 Scan Charges for patients belonging to priority households of the state of Madhya Pradesh as per 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 Specialists Appointed by the service provider will prepare report of CT & MRI of patients referred from the MCJ & allied hospital and for patients referred from the other Hospital.

3. 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 64 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 7 (Seven) years from the date of signing of contract, extendable by another 7 (Seven) years on satisfactory performance and Technological Up-gradation of the Machines (as mutually decided and agreed by the committee, consisting of Dean Medical College, Supdt. Medical College, HOD Radiologist and Service Provider). The Seven-year renewal of contract will be done on similar terms and conditions as the original contract with mutual consent.

6. CONDITIONS OF CONTRACT

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

6.2 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

7. SCOPE OF WORK - SERVICE PROVIDER

INFRASTRUCTURE

7.1 The Service Provider has to establish equip, operate and manage i/c maintenance model a 128 Slice CT Scan and 3 Tesla MRI Centre in the Hospital, with all the required equipment, men and material. The Hospital will provide a designated space 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 be provided by MCJ & 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, MCJ, 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 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 **Only Newly purchased equipment** must be installed by the Service Provider. The Service Provider shall provide the requisite details of the equipment purchased and installed at the CT/MRI Centre to the Dean MCI 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 not be permitted.

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 the equipment in the Hospital at his own cost.

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.

7.19 Ensure that consultants appointed by Service Provider, are Competent enough to guide the functioning of machine and analyze the report and guide the post graduate student from user from time to time as per the time table prepared by department of Radio-Diagnosis. Service Provider Shall allow the post graduate student and faculty members of department of Radio-diagnosis to operate the 128 slice or higher CT Scanner and 3 Tesla MRI or Higher for Clinical and research work. Latest MRI software for DTI, Fiber Tractography, MRS, Diffusion Perfusion imagining CSF void study etc should be incorporated. The MRI should have dedicated coils for

all body parts and pressure injector for CT.

7.20 Assist the user, in providing parallel academic affiliation to the department of Radio-Diagnosis of use so as to fulfil the desired M.C.I. norms. Accordingly, if Radio-Diagnosis Department finds any case which have academic and research interest Service Provider will provide exposed film and related documents relating to such diagnosis to the Radio-Diagnosis Department of user free of Cost.

7.21 Dedicated online Workstation shall be provided by the Service provider to the radiology department for real time monitoring of all cases for teaching/discussion with other Department consultants and PGs.

7.22 As the user is going for PACS System in near future the machines installed by the service provider should be capable of connecting with PACS

STAFF

- 7.23 All the consultants, specialists, nurses, technicians, Para-medical staff and all other man 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.
- 7.24 Service Provider must issue Identity cards and uniforms to the staff. Staff will have to be in uniform on duty.
- 7.25 Radiologist should be available to attend cases round the clock. Service Provider should submit doctor / Employee duty roster to the hospital administration in advance.
- 7.26 There should be a strict check over the activities of the staff members of the facility for corruption and malpractices. The centre in-charge will be responsible for any act of Corruption at the centre.

SERVICES

- 7.27 Service Provider will provide facility of Biometric 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
- 7.28 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 4 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.
- 7.29 Arrangements for handling sudden emergency or other complications has to be notified by the Service Provider
- 7.30 The Service Provider has to provide 24 X 7 uninterrupted CT/MRI services by posting qualified required work force at the CT/MRI Unit.
- 7.31 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.
- 7.32 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.

- 7.33 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.
- 7.34 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.
- 7.35 In case any indoor patient admitted in the Hospital needs Radiologist's opinion, the CT/MRI centre's Radiologist will give his consultation free of cost.

REPORTS & RECORDS

- 7.36 Service Provider must maintain all medico-legal & other records and should be able to provide them in hard and soft copy to the Hospital Administration & Police on demand.
- 7.37 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
- 7.38 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.
- 7.39 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

- 7.40 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 MCJ, JABALPUR 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

7.41 The payment of the agreed Annual Premium for the working per Annum shall be paid in advance every Year within 30 days of the “date of signing the Contract”. 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 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 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 centre 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 Officer shall be nominated by the Dean, of the Institute to co-ordinate with the Service Provider.

8.4 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.

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. 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.
- 10.3 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.
- 10.4 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.

10.5 In the event of any dispute or difference arising out to 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 Commissioner, Medical Education; Sole arbitrator, whose decision thereon shall be final & binding on both the parties. The place of the arbitration will be at JABALPUR.

10.6 Provisions of Consumer Protection Laws by any name shall be applicable to Service Provider.

10.7 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 or setting up, maintenance and running of the CT/MRI centre.

10.8 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 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:

- 1) Technical Bid
- 2) Financial Bid

14. TECHNICAL BID

- 1) E.M.D. of Rs. 5,00,000/- (Rupees Five Lakhs Only) in form of Bank Draft / Bankers cheque /till Performance of Promise by Service Provider .
- 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.
- 11) A proforma Invoice issued by the OEM(Original Equipment Manufacturer), mentioning the make, Model, Technical Specification of the CT, MRI machine offered by the Service Provider.

15. FINANCIAL PROPOSAL BID

Maximum Annual Premium Offered to Medical College to be filled online, (Performa as per Annexure VI).

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. Dean, MCJ, JABALPUR or his authorised representative shall clarify any doubt on the subject.

16.2 Technical evaluation of the proposals shall be carried out by a committee duly constituted by Dean MCJ. 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.

16.5 Letter of Acceptance (LOA) shall be issued by the DEAN MCJ, Government of Madhya Pradesh 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.

16.6 Final selection of the bidder is at the discretion of the committee constituted by the DEAN MCJ.

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 DEAN MCJ 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, DEAN MCJ 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 DEAN MCJ 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 DEAN MCJ 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 DEAN MCJ to accept or reject any or all of bid(s) shall be final and binding.

17.3 DEAN MCJ 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 DEAN MCJ shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of the DEAN MCJ there under.

18. PENALTIES & TERMINATION

18.1 Delay in Installation

The successful bidder is required to install brand new CT and MRI machines mentioned above within 4 months of signing of the agreement. Any delay beyond stipulated 4 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 26 weeks 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

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 non payment of penalty, performance guarantee would be invoked.

19. PERFORMANCE GUARANTEE

Performance Guarantee of Rs. One Crore 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 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.
- 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 and this requirement has been confirmed by the Radiology Department at the Hospital, the contrast CT/MRI shall not be counted as a repeat scan.
- 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 District Hospital 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.

Insurance Policy

The Service 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.

ANNEXURE-I**PERSONAL DETAILS OF THE BIDDER**

1	Name Of Tendering Hospital/Institution	
2	Name of Owner/ Commissioner	
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

ANNEXURE-II

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, 2018.

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 Commissioners 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 NSCB MEDICAL COLLEGE, JABALPUR" including signing and submission of all documents and providing information / responses to the MCJ, representing us in all matters before NSCB Medical College Jabalpur 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 2018

For _____

(Name, Designation and Address) Accepted _____

(Signature)

(Name)

ANNEXURE-IV

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 NSCB Medical College Jabalpur Hospital, MCJ, JABALPUR 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 CT scan and 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:

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:

ANNEXURE VI

FINANCIAL BID

To be filled online only.

ANNEXURE -VII

BANK GUARANTEE BOND FOR PERFORMANCE WARRANTY

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

To

The Dean,
NSCB Medical College,
JABALPUR, Madhya Pradesh

Dear Sir/Madam,

Sub: Your Contract No. _____ dated _____
for _____

1. Dean, NSCB Medical College Jabalpur, on behalf of 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 128 Slice CT Scan and 3 Tesla MRI machine for providing diagnostic services to the patients of NSCB Medical College Jabalpur Hospital, 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 MCJ 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 MCJ 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 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.
6. 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.
7. 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
NSCB MEDICAL COLLEGE JABALPUR**

This Agreement is made on the _____ day of _____, 2017 between the Dean, NSCB Medical College Jabalpur (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 Manage model 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 128 Slice CT & 3 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 DEAN MCJ 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)