

**GOVERNMENT OF ANDHRA PRADESH  
OFFICE OF THE DIRECTORATE OF MEDICAL EDUCATION:  
VIJAYAWADA**

Rc.No.11330/P1/2018

Dated:22-10-2018

**Tender Notification for Maintenance of MRI/CT Scan Services at  
certain Govt.Hospitals under DME Control**

Applications are invited from the eligible service providers for Maintenance of MRI/CT Scans under PPP mode which are already available in the three Govt. Teaching Hospitals under DME Control. i.e. 1. King George Hospital, Visakhapatnam. 2. Government General Hospital, Kakinada and 3. Government General Hospital, Kurnool.

The details of the services are as follows .

<b>S. No</b>	<b>Name of the Hospital</b>	<b>MRI Scan Facility</b>	<b>CT Scan Facility</b>
1	King George Hospital, Visakhapatnam	✓	✓
2	Government General Hospital, Kakinada	✓	-
3	Government General Hospital, Kurnool	-	✓

1. The service provider must download the application from the DME,A.P. website <http://dme.ap.nic.in>.
2. **The Tender Closing Date and Time is 14-11-2018 (Wednesday) at 11.00 AM.**
3. The venue of Tender finalisation is on 14-11-2018 at 2.30 PM in the Chamber of DME, 1<sup>st</sup> Floor, O/o Director of Medical Education, Old Government General Hospital, Hanumanpet, Vijayawada, A.P.
3. Interested Bidders may obtain further information if any required from the O/o Director of Medical Education, Old Government General Hospital, Hanumanpet, Vijayawada, A.P.
4. Tender Document contents may be purchased on payment of non-refundable fee of Rs. 10,000/- per set through challan in favour of (Purpose) **“MRI/CT scan Tender, O/o Directorate of Medical Education, A.P, Vijayawada”** .

Pay Application fee through e-Payment website : <https://cfms.ap.gov.in/> > Receipts Link > Citizen Challan Creation > crediting to the following Head of Account.

**Department:** HMF02 - Medical Education Department  
**Service :** 1054 - Other Receipts  
**HOA:** 0210031050081001000VN  
**District:** 27 A.P. Capital Region  
**Treasury:** 2700 Pay & Accounts Office - Andhra Pradesh  
**DDO Code:** 27000902022

**Citizen Challan Creation**

\*Department: Medical Education Dept

\*Service: Other Receipts

\*HOA: 0210031050081001000VN

\*District: A.P. Capital Region

\*Treasury: Pay & Accounts Office - Andhra Pradesh

\*DDO Code: 27000902022

→ 1054

Note: After selecting the Treasury, DDO code will appear by default ( 27000902022)  
Then Submit.

**Citizen Challan Creation**

Department : Medical Education Dept	District : A.P. Capital Region	HOA : 0210031050081001000VN
Service : Other Receipts	Treasury/Pao : Pay & Accounts Office - Andhra Pradesh	DDO Code : 27000902022

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\*Purpose: MRI/ CT Scan Tender, O/o Directorate of Medical Education, A.P, Vijayawada

\*Remitter Name: Enter Remitter Name

\*Remitter ID: Enter Pan No. or Aadhar No. or Department User Id

\*Address: Enter Address

\*Mobile No.: Enter Mobile No.

Email ID: Enter Email Id

\*Amount In Rs: Enter Amount

Amount In Words:

KxGQ96

Manual Payment     e-Payment

**Submit**

5. Bidder may also download the tender enquiry documents (a complete set of document which is available on website) from the web site <http://dme.ap.nic.in> and submit its tender by using the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above. The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.
  
6. All the Bidders should attend the Pre-Tender meeting on 31-10-2018 at 11 AM in the O/o Director of Medical Education, Old Government General Hospital, Hanumanpet, Vijayawada, A.P.

7. Bidders shall ensure that their tenders, should be complete in all aspects are otherwise the tenders will be rejected.
8. The Bidders shall submit their tenders in the Tender Box located at O/o. DME, Vijayawada, on or before 14-11-2018 at 11 AM, failing which the tenders will not be considered for evaluation. The Tender Document should reach in this office on or before 14-11-2018 at 11 AM by post/ courier, failing which the tenders will be treated as late tender and t will be rejected.
9. In the event of any of the above mentioned dates being declared as a public holiday, the tenders will be received and opened as per the schedule of the previous scheduled procedure on the next working day.
10. The Tender Enquiry Documents are not transferable.
11. All Tenders must be accompanied by EMD as mentioned against each item.

Sd/-Dr.K.Babji  
Director of Medical Education

**GOVERNMENT OF ANDHRA PRADESH  
OFFICE OF THE DIRECTORATE OF MEDICAL EDUCATION:  
VIJAYAWADA**

Rc.No.11330/P1/2018,Dt.22-10-2018

From,  
The Director of Medical Education,  
Government of Andhra Pradesh,  
Old. GGH Campus, Hanumanpeta,  
Vijayawada.

To,  
The Commissioner,  
Information and Public Relations  
A.P., Vijayawada.

Respected Sir/Madam,

Tender Notification for Maintenance of MRI/CT Scan  
Sub:- Services at certain DME Institutions-Notification-issued-  
regarding.

<<>><<>>

I request you to give necessary instructions for publication of PRESS NOTE-inviting tenders from the eligible service providers for maintenance of MRI/CT Scans under PPP mode which are already available at three Govt. Teaching Hospitals. i.e.1. King George Hospital, Visakhapatnam, 2. Government General Hospital, Kakinada and 3. Government General Hospital, Kurnool, The detailed instructions are given in the DME website, <http://dme.ap.nic.in>.

I am herewith enclosing the notification for publication of PRESS NOTE in the one national and two vernacular dailies in their advertisements and also request you to inform the date of the press release for records.

Yours faithfully,  
Sd/-Dr.K.Babji  
Director of Medical Education

To,  
Copy to file,

**REQUEST FOR PROPOSAL FOR  
FREE SERVICE DIAGNOSTICS INITIATIVE  
Under  
Director of Medical Education  
Ministry of Health and Family Welfare  
Government of Andhra Pradesh**

**TENDER NO. 01 /DME /MRI&CT Scan/2018-19 Dt: 22-10-2018**

ADDRESS: Director of Medical Education,  
Old Government General Hospital Premises,  
Hanumanpeta, Vijayawada,  
Govt. of Andhra Pradesh.

**DME PESHU Landline No. 0866- 2574084 /2574085**

E-MAIL: [dmegoap@gmail.com](mailto:dmegoap@gmail.com)

WEBSITE: <http://dme.ap.nic.in>

# **Appendix II-C**

**DEPARTMENT OF HEALTH MEDICAL & FAMILY WELFARE  
GOVERNMENT OF ANDHRA PRADESH**

## **TENDER ENQUIRY DOCUMENT FOR**

**Maintenance of MRI/CT Scan Services at King George Hospital, Visakhapatnam, Government General Hospital, Kakinada and Government General Hospital, Kurnool**

**under the control of Director of Medical Education,  
Government of Andhra Pradesh.**

# Contents

Section	Topics
<b>Section I</b>	Notice Inviting Tenders (NIT)
<b>Section II</b>	Instructions to Bidders
<b>Section III</b>	Evaluation of Tender
<b>Section IV</b>	Job Description
<b>Section V</b>	Eligibility Criteria
<b>Section VI</b>	Terms and Conditions
<b>Section VII</b>	Appendices (Appendix A to H)
<b>Section VIII</b>	Contract Format



# NOTICE INVITING TENDERS (NIT)

## Office of the Directorate of Medical Education

Address: *O./o. Director of Medical Education  
Old Government General Hospital Premises,  
Hanumanpeta,  
Vijayawada, Govt. of Andhra Pradesh*

Email: [dmegoap@gmail.com](mailto:dmegoap@gmail.com)

WEBSITE: <http://dme.ap.nic.in>

**Tender Enquiry No. 01 /DME /MRI&CT Scan/ 2018-19 Dated:22-10-2018**

### NOTICE INVITING TENDERS

1. The **Director of Medical Education** invites sealed tenders from eligible service providers for supply of services as given in **Section-IV** of this document for the period from **22-10-2018 to 14-11-2018 @ 11 AM.**
2. Schedule of Events

S. No	Description	Fee & Schedule
1	Processing Fee	Rs. 10,000/-
2	Earnest Money Deposit	Rs. 10,00,000/-
3	Performance Security	Rs. 50,00,000/-
4	Date of sale of Tender Enquiry Documents	22-10-2018
5	Place of Sale of Tender Enquiry Document	DME Office
6	Cost of the Tender Enquiry Document	Rs. 10,000/-
7	Pre-tender Meeting (Date & Time)	31-10-2018 @ 11 AM
8	Pre-Tender Meeting Venue	DME Office
9	Closing Date and Time of Receipt of Tender	14-11-2018 @ 11 AM at DME Office
10	Time, Date and Venue of Opening of Technical Tender/Bid	14-11-2018 @ 2.30 PM at DME Office
11	Time, Date and Venue of Opening of Financial Tender/Bid	16-11-2018 @ 11 AM at DME Office

5. Interested tenderers may obtain further information about this requirement from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of Rs. 10,000/- per set through challan in favour of (Purpose) **“MRI/CT scan Tender, O/o Directorate of Medical Education, A.P, Vijayawada”** .



Pay Application fee through e-Payment website : <https://cfms.ap.gov.in/> > Receipts Link > Citizen Challan Creation > crediting to the following Head of Account.

**Department:** HMF02 - Medical Education Department

**Service :** 1054 - Other Receipts

**HOA:** 0210031050081001000VN

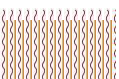
**District:** 27 A.P. Capital Region

**Treasury:** 2700 Pay & Accounts Office - Andhra Pradesh

**DDO Code:** 27000902022

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

Director of Medical Education



# INSTRUCTIONS TO BIDDER

## 1. General Instructions

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

## 2. Inspection of Site and Equipment

The interested bidder is expected to visit the locations where the services are to be rendered during 10.00 AM TO 5.00 PM on all working days till last date of sale of tender as given in the tender schedule, to confirm the space and building requirements. The authority shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

## 3. Earnest Money Deposit (EMD)

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

## 4. Preparation of Tender

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

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

In addition to the above documents,

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

## 5. Tender Validity Period and renewal of contract

The tenders shall remain valid for 3 years for acceptance and the prices quoted shall remain for the duration of the contract. The contract may be extended for another term for 3 years based on review of performance and with mutual consent.



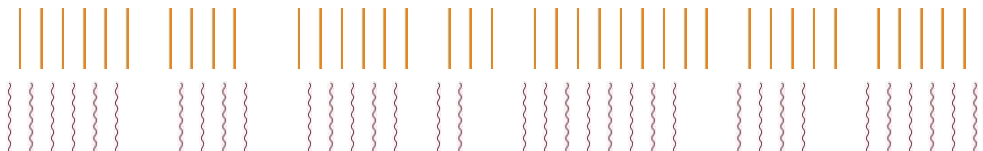
## 6. Tender Submission

The two envelopes containing both technical and the financial bid shall be put in a bigger envelope, which shall be sealed and superscripted with TENDER NO: 01/DME/MRI & CT Scan/2018-19 due for opening on 14-11-2018.

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

## 7. Opening of Tenders:

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



# **EVALUATION OF TENDERS**

## **1. Scrutiny of Tenders**

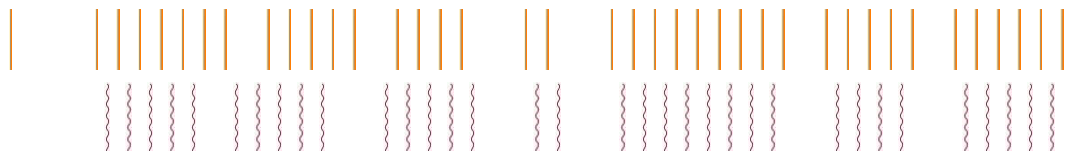
The tenders will be scrutinized by the selection committee appointed by the authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Tender Enquiry Documents. The bids,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

## **2. Infirmary / Non-Conformity**

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

## **3. Bid Clarification**

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



**JOB DESCRIPTION**

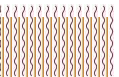
The Service Provider shall be responsible for operationalization of the existing **MRI & CT Scan** facilities at King George Hospital, Visakhapatnam, Government General Hospital, Kakinada and Government General Hospital, Kurnool, to cater to the patients referred by Government Hospitals

The service provider is to provide maintenance and manpower i.e Radiology Technicians and Radiologist and other necessary employees. The service provider should make complete arrangements to make the MRI & CT scan machines (Owned by the Govt) operational. Ownership status of any movable assets created from the investments made by the Service Provider shall remain with the Service Provider.

**SCOPE OF THE WORK**

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

1. The Service Provider shall not be entitled to levy any charge on the patients. The services shall be provided completely cashless to all patients referred by Government Hospitals or any public health facility.
2. The service provider shall submit the hard and soft copies of the report and images to the hospital within the stipulated time mentioned below after successful uploading of image within 45 minutes (which would be simultaneously viewed at the Government General Hospital):
  - (i). All Head injuries, trauma cases and cases declared as urgent by the referring Hospital within 2 hours
  - (ii). All routine scans from 8 a.m. to 6 p.m. within 6 hours
  - (iii) All routine scans from 6 p.m. to 8 a.m. before 10 a.m. the next day.



4. The service provider shall also ensure at its own cost, maintenance of IT enabled work station at the radiology department of the Government General Hospital where the images and soft copy of the report of the patient should reach within stipulated time
5. The human resources including radiologist, anesthesiologist, radiation safety officer and staff nurses for the MRI & CT scan facility shall be sole responsibility of the service provider. Service provider shall provide the signed report from qualified Radiologists having a Post Graduate Degree/Post Graduate Diploma in Radiology and imaging. Service provider shall deploy adequately trained Radiologists, Radiographers and Paramedical staff to run the facility round the clock (24X7X365).
6. The service provider shall also give access of the date base to be linked to Chief Minister of Andhra Pradesh Dash Board.



**ELIGIBILITY CRITERIA**

1. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies (maximum 3) coming together as Consortium to implement the Project. The Lead Member in case of Consortium should have at least 51% stake of the consortium and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/country. A bidder cannot bid as a sole provider as well as a partner in a consortium. No bidder can place more than one bid in any form.
2. The Bidder shall have adequate experience in carrying out similar type of assignment / service i.e., MRI & CT in private or public sector. The Bidder shall have at least one (1) MRI & CT scan Service Centres (with fully trained service personnel) and provides reports for minimum of 3,000 radiology images per annum in one or more centres functioning for last 3 years. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per proforma in **Appendix 'B'**. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
3. The Bidders are not presently blacklisted by the Purchaser or by any State Govt. or its organizations by Govt. of India or its organizations.
4. The bidder shall declare all ongoing litigations it is involved in with any government agency/ state/central department
5. The principal bidder shall have a minimum turnover of **Rs. 1.5 Crores** per annum in last three financial years
6. The principal bidder shall be legally responsible and shall represent all consortium members, if any, in all legal matters



# TERMS AND CONDITIONS

## 1. Signing of Contract

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

## 2. Modification to Contract

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

## 3. Performance Security

- a) The successful bidder shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee issued by a Nationalised Bank in favour of Tender Inviting Authority for an amount of **Rs. 50.00 Lakhs**. The Bank guarantee shall be as per proforma at “**Appendix: F**” and remain valid for a period, which is six months beyond the date of expiry of the contract. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.
- b) If the firm / contractor violate any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Purchaser and the contract may also be cancelled.
- c) The Purchaser will release the Performance Security without any interest to the firm / contractor on successful completion of contractual obligations.

## 4. Compliance of Minimum Wages Act and other statutory requirements

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

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

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

## 5. Income Tax Deduction at Source

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

## 6. Periodicity of Payment

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

## 7. Damages for Mishap/Injury

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

## 8. Termination of Contract

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

## 9. Arbitration

- a) If dispute or difference of any kind shall arise between the purchaser and the firm/ contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the purchaser or the firm/contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the Director of Medical Education as the arbitrator.
- c) If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by the Director of Medical Education to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor. The award of the provision that the Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees One Lakh **(Rs.1,00,000/-)**.
- d) Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Purchaser or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

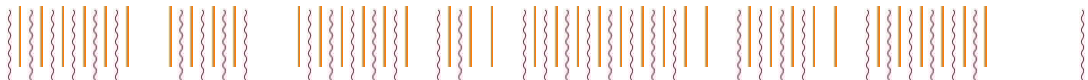
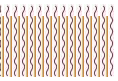
- e) Reference to arbitration shall be a condition precedent to any other action at law.
- f) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

## 10. Applicable Law and Jurisdiction of Court

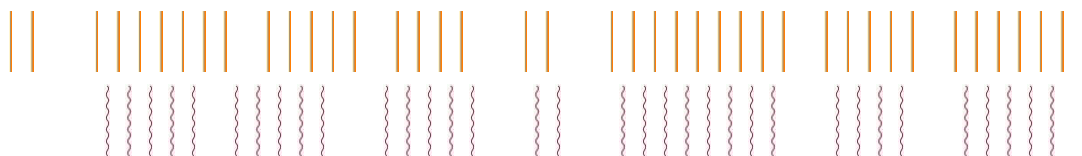
The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of contract shall have jurisdiction to decide any dispute arising out of in respect of the contract. It is specifically agreed that no other Court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

## 11. Other Terms & Conditions

- a) The Project will be awarded for a period of 3 years and the Service Provider will be obliged to manage and operate the Project in accordance with the provisions of a Contract Agreement and terms and conditions therein. It could be cancelled at any time after providing an opportunity of hearing by the Authority, in case the contractor does not follow the rules, regulations and terms and condition of the contract.
- b) The service provider shall commission the **MRI & CT Scan** facility within 10 days of the signing of the contract by both parties. In case of continuation of the service provider for the subsequent contract period, this time period shall not be valid.
- c) Technology Up gradation: The machine shall be suitably upgraded by the service provider under following conditions:
  - (i) 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.
  - (ii) Upon declaration of any national or international guidelines, accepted by the Government prohibiting the use of earlier (currently installed) technology

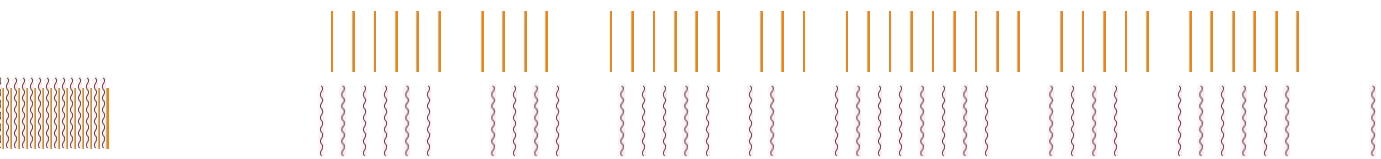


- d) List of tests & their associated cost may be furnished as per **Appendix- E**.
- e) All the pre-requisites such as civil, electrical, air-conditioning, computer or any other changes in the site of machine will be executed by the service provider at its own cost, with due permission of the Authority. The hospital administration will not be responsible for any loss/ damage to the machine/property due to natural hazard and licensee will take adequate insurance cover at his own risk & liability for all damages arising out due to any unprecedented reasons. The service provider shall provide round the clock security services for the MRI & CT scan facility at its own cost for the entire period of contract. The contract and terms thereof shall be governed by indemnification clause.
- f) All expenses on account of man power, electricity, water and other maintenance of premises and the machine, security or any other expenses incurred in the day to day running of the machine shall be borne by the provider.
- g) The service provider shall provide a computer, with connection to the server, software to view the diagnosed images and its requisite peripherals at the Hospital at its own cost.
- h) Image retention for MLC cases or otherwise would be the responsibility of the authority and the service provider shall handover the softcopy of the images to the authority as per agreement with the state. Legal responsibility of correct reporting of images lies with the service provider.
- i) Service Provider shall ensure best quality of tests and protocols and shall submit a half yearly report of clinical audit done by a third party or as nominated by the authority.
- j) Monthly review of performance and observance of terms & conditions including quality of tests shall be carried out by a committee which shall include Superintendent & Head of department of Radio diagnosis of Government General Hospital along with other members nominated by the authority. The report of this annual review shall form the basis for extension of the contract annually within the contract period.
- k) The provider would be allowed to use the machine for outside (non-referred) patients at cost decided by the service provider/ Govt. 50% of the amount so charged should be given to the Government.
- l) The service provider will have to maintain an uptime of 90% with maximum 12 days of downtime at a stretch. In case the service provider fails to do so, the provider shall pay a sum equivalent to cost per MRI & CT scan multiplied by total number of MRI & CT scans done per day during the given month, for each day of shutdown beyond 12 days. If shut down



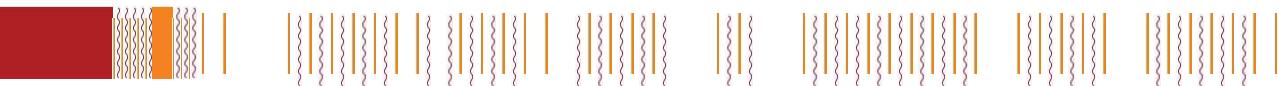
extends beyond 30 days due to technical and/or administrative reasons on the part of service provider, the contract may be cancelled. Contractor shall make alternative arrangements for provision of MRI & CT scan (including free transportation of patients) in case the machine is out of order/ broken down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

- m) State authority shall make payment to the service provider for its services on monthly basis through ECS for all invoices raised for the previous month. The payment would be made before last working day of the month to the service provider. The Authority shall not pay the service provider any charges for any repeat tests resulting out of imaging errors. In case there is a requirement for Contrast MRI & CT after plain MRI & CT scan has been performed, and this requirement has been confirmed by the radiology department of the hospital, the contrast scan shall not be counted as a repeat scan.
- n) A no-fee receipt shall be provided by the service provider to every patient. A copy of all such receipts shall be submitted on a monthly basis by the service provider to the Hospital Authority. This will form the basis of monthly payment by purchasing authority to the service provider for the said services. All receipts shall be subjected to a third party annual audit and the audit report submitted as part of annual work report of the service provider for that facility.
- o) The following records shall be maintained on a daily basis by the service provider:
  - i) Daily patients register including outside as well as for patients referred by Hospital to be separately maintained.
  - ii) Log book for record of any breakdown/shut down of the machine/facility.
- p) The service provider shall not entrust to any other third party for running the MRI& CT 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.
- q) The provider shall take a third party insurance policy to cover the patients sent by the Hospital against any mishap during patient transport, inside the MRI & CT 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.
- r) After closure of the contract agreement between the service provider and the authority, the service provider shall vacate the space occupied, within a period of 10 days.
- s) Electricity, water, medical gases and all other required amenities including waiting area for patient & patient attendant shall be the responsibility of the service provider.
- t) The service provider shall provide a resuscitation room with crash cart for providing lifesaving support if required by patients within the MRI & CT scan facility.
  
- u)



- u) Provider shall arrange for appropriate and adequate signage and IEC (Information-education- communication) activities for the MRI& CT Scan machines as decided by the authority.
- v) The provider shall abide by all the guidelines issued by the Authority and statutory bodies. In case of violation the contract could be terminated after providing an opportunity of hearing to the contractor, at one month's notice. Dispute resolution shall be as per arbitration clause given in the contract.
- w) The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause for submission of Bids.
- x) The service provider shall be responsible for storage of images and reports of all MRI & CT scans done by the service provider including image retrieval system and at the end of contract period, the stored data and images must be transferred to the new provider / Hospital for continuation of storage.
- y) The service provider shall provide the following:
  - i) Soft copy of images and report – one copy to the Hospital
  - ii) Hard copy of report – each to patient and Hospital

Director of Medical Education





## Annexure -I

### List of Institutions & available facilities

S. No	Name of the Hospital	MRI Scan Facility	CT Scan Facility
1	King George Hospital, Visakhapatnam	✓	✓
2	Government General Hospital, Kakinada	✓	-
3	Government General Hospital, Kurnool	-	✓

**ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS**

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

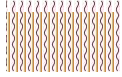
Note: Attach extra sheet for above Performa if required.

Signature.....

Name .....

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





## Appendix - C

### **PARTICULARS OF THE BIDDER'S COMPANY** (To be submitted by all tenderers / bidders)

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

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

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

Date:  
Place:

Signature of Bidders  
Name  
Office Seal

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

Date:.....

To

The Director of Medical Education, AP

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

Sir,

We are submitting, herewith our tender for providing MRI & CT Scan services for .....

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

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

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

Enclosures:

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

Signature of the Tenderer.....

seal of the Tenderer.....

**FINANCIAL BID**

- 1. Name of the Tenderer:.....
- 2. Price Quote Per CT Scan (Both plain and Contrast) : ..... (in figures)
- 3. Price Quote Per MRI Scan (Both plain and Contrast): ..... (in figures)

(in words.....)

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

Signature.....

Name.....



**DECLARATION BY BIDDER**

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

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

Signature of the bidder:

Date :

Name & Address of the Firm:

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



**PROFORMA FOR BANK GUARANTEE**

**To,**

The Director of Medical Education

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

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

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

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

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

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

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

.....

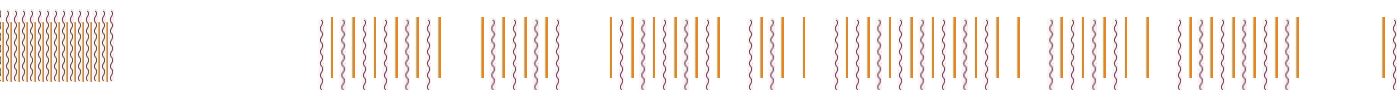
(Signature with date of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

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



**DECLARATION BY BIDDER**

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

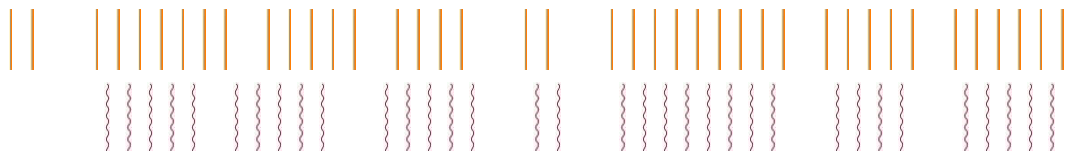
**I / We do hereby declare I / We have not been de- recognized / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organisation / Govt. Health Institutions.**

Signature of the bidder:

Date :

Name & Address of the Firm:

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



**CONTRACT FORM FOR PROVIDING MRI & CT SCAN SERVICES**

.....  
.....

**CM Contract No.** \_\_\_\_\_ **dated** \_\_\_\_\_

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

Name & address of the Service Provider: .....

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

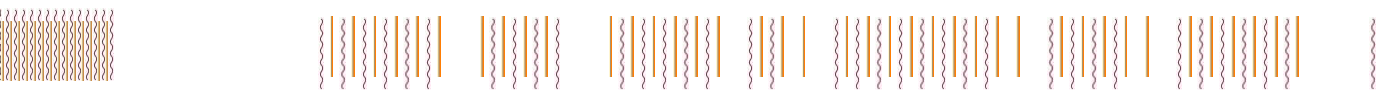
Dated ..... (if any), exchanged between the supplier and the purchaser in connection with this tender.

THIS AGREEMENT made the ..... Day of ..... 2018 between (name of tender inviting authority) (hereinafter called the **Procurer**) of one part and ..... (name of service provider) (Hereinafter called the **Service Provider**) of the other part:

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:
  - (i) Terms and Conditions;
  - (ii) Location and Description of Services
  - (iii) Job Description;
  - (iv) Purchaser’s Notification of Award.
2. In consideration of the payments to be made by the Procurer the Service Provider hereby covenants to provide comprehensive maintenance Services in conformity in all respects with the provisions of the Contract.



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

\_\_\_\_\_  
**(Signature, name and address of authorised official)**

**For and on behalf of** \_\_\_\_\_

Received and accepted this contract

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

For and on behalf of \_\_\_\_\_

(Name and address of the Provider)

(Seal of the provider)

Date: \_\_\_\_\_

Place: \_\_\_\_\_





