




REQUEST FOR PROPOSAL

FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF IMAGING CENTRES (CT and MRI)
IN GOVERNMENT MEDICAL COLLEGE AND HOSPITALS IN BIHAR ON PUBLIC PRIVATE
PARTNERSHIP (PPP) MODE

State Health Society, Bihar invites tenders from eligible and qualified Bidders for DEVELOPMENT, MAINTENANCE AND OPERATION OF IMAGING CENTRES (CT and MRI) in selected Six (6) Government Medical College & Hospitals & Indira Gandhi Institute of Medical Sciences, Patna in Bihar on Public Private Partnership (PPP) mode. The agency shall charge services at CGHS, Patna rates from all patients (Government referred or private referred). The detailed terms and conditions may be downloaded from website (<http://www.statehealthsocietybihar.org>). Interested agencies are requested to submit the details of their proposal to the SHSB on or before the scheduled date as mentioned below. Bids should be sent by registered post/ Speed post to the office of Executive Director, State Health Society, Bihar, Parivar Kalyan Bhawan, Sheikhpura, Patna - 800014. **Pre-bid meeting** for interested service provide is scheduled at **3:00 PM** on **16/03/2015**. **Last date for receiving tender documents is 2:00 PM on 27/03/2015**. All Tender received by due date shall be **opened on 27/03/2015 at 03:00 PM** in the Conference Hall of SHSB. Interested agencies may attend the same at their own cost.

For any further clarifications, please contact Dr. T.V.C.P Sinha on Mobile no: 9470003017 only during official working hours.


Executive Director,
State Health Society, Bihar

राज्य स्वास्थ्य समिति, बिहार



An ISO 9001:2008 Certified Agency

OPEN COMPETITIVE BIDDING DOCUMENT

STATE HEALTH SOCIETY, BIHAR

PATNA

INVITES

REQUEST FOR PROPOSAL

**FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF IMAGING
CENTRES (CT and MRI) IN 6 GOVERNMENT MEDICAL COLLEGE &
HOSPITALS IN BIHAR ON PUBLIC PRIVATE PARTNERSHIP MODE**

STATE HEALTH SOCIETY, BIHAR

PARIVAR KALYAN BHAWAN,

SHEIKHPURA

PATNA - 800014

Website: www.statehealthsocietybihar.org

For any further clarifications/ queries please contact:

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SECTION I

NOTICE INVITING TENDERS (NIT)

REQUEST FOR PROPOSAL

FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF IMAGING CENTRES (CT and MRI) **IN GOVERNMENT MEDICAL COLLEGE AND HOSPITALS IN BIHAR ON PUBLIC PRIVATE** **PARTNERSHIP (PPP) MODE**

(1) Executive Director, State Health Society, Bihar invites bids from eligible and qualified Service Providers for DEVELOPMENT, MAINTENANCE AND OPERATION OF IMAGING CENTRES (CT and MRI) in selected Government Medical College & Hospitals in Bihar on Public Private Partnership (PPP) mode. The selected service provider shall charge services at CGHS, Patna rates from all patients (Government referred or private referred).

(2) The equipment and location of hospital are given below:

Sl. No.	Name of facility	Equipment to be installed		
		CT Scan (128 Slice)	PET Scan CT (128 slice)	MRI (1.5 tesla)
1	Patna Medical College & Hospital, Patna	0	1	1
2	Nalanda Medical College & Hospital, Patna	1	0	1
3	Indira Gandhi Institute of Medical Science, Patna	0	0	1
4	Anugraha Narayan Medical College & Hospital, Gaya	1	0	1
5	Jawahar Lal Nehru Medical College & Hospital, Bhagalpur	1	0	1
6	Sri Krishna Medical College & Hospital, Muzzafarpur	1	0	1
7	Darbhanga Medical College & Hospital, Darbhanga	1	0	1

(3) The Schedule of tendering activities are as under:

Sr. No.	Activity	Date and Time
1	Issue of Tender Document	04/03/2015
3	Date and time of pre-bid meeting	16/03/2015 at 03:00 PM
4	Last date of Submission	27/03/2015 at 02:00 PM
	Opening of Tender	27/03/2015 at 03:00 PM
5	Opening of Financial Bid (Envelope-B)	To be intimated to technically qualified agency

(4) The detailed terms and conditions may be downloaded from website (<http://www.statehealthsocietybihar.org>).

(5) Interested service providers are requested to submit the details of their proposal to the SHSB on or before the scheduled date mentioned as above. Bids should be sent by registered post/ Speed post to the office of Executive Director, State Health Society, Bihar, Parivar Kalyan Bhawan, Sheikhpura, Patna - 800014.

(6) Interested service providers should submit bid along with EMD in form of Bank Draft (refundable) of amount INR 15,00,000/- (fifteen lakhs only) per location in favour of State Health Society, Bihar payable at Patna.

(7) Interested service providers can bid for a maximum of only 3 (three) locations independently. Qualification criteria shall increase proportionately.

(8) For any further clarifications, please contact Dr. T.V.C.P Sinha on Mobile no: 940003017 only during official working hours.

**Executive Director,
State Health Society, Bihar**

SECTION - II

GENERAL INSTRUCTIONS TO BIDDERS (GIT)

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GENERAL INSTRUCTIONS TO BIDDERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

Unless the context otherwise requires, the following terms whenever used shall have the following meanings:

- (a) **“Applicable Law”** means all Acts, statutes and laws promulgated or brought into force and effect by the Central Government of India or the Government of Bihar or Local Government(s) in the State of Bihar, including regulations and rules, bye laws, ordinances or notifications made/issued by them and as from time to time may be amended, modified, supplemented, extended or re-enacted, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Contract;
- (b) **“Bidder”** means Bidder/ the Individual/Firm or company submitting Bids / Quotation / Tender
- (c) **“Contract”** means the written agreement entered into between the Tender Inviting Authority and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (d) **“Effective Date”** means the date on which the Contract comes into force and effect pursuant to Clause 34.2 of these General Conditions of Contract;
- (e) **“Earnest Money Deposit”** (EMD) means Bid Security to be furnished by a bidder along with its bid documents.
- (f) **“GCC”** means these General Conditions of the Contract;
- (g) **“Goods”** means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, associated softwares, industrial plant etc. which the supplier is required to supply to the Tender Inviting Authority under the contract.
- (h) **“Government”** means the Government of Bihar, as applicable;

- (i) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (j) **“Local Authority”** means the concerned Medical College & Hospital.
- (k) **“Local currency”** means the currency of the Government of India;
- (l) **“Manufacturer”** means original equipment manufacturer of the quoted product in this tender.
- (m) **“Member”**, in case the Service Provider consists of a joint venture of more than one entity, means any of these entities, and **“Members”** means all of these entities;
- (n) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful bidder before signing of the agreement for due performance of the contract placed on it.
- (o) **“Personnel”** means persons hired by the Service Provider (bidder) as their employees or otherwise and assigned to the performance of the Services or any part thereof;
- (p) **“Party”** means SHSB or Service Provider, as the case may be, and **“Parties”** means both of them;
- (q) **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (r) **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- (s) **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
- (t) **“Tender”** means Bids / Quotation / Tender received from a Service Provider/ Firm / Bidder.
- (u) **“Third Party”** means any person or entity other than the Government, the SHSB or the Service Provider.

1.3 Abbreviations:

- (i) **“AERB”** means Atomic Energy Regulatory Board

- (ii) “BG” means Bank Guarantee
- (iii) “CD” means Custom Duty
- (iv) “CENVAT” means Central Value Added Tax
- (v) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive/ breakdown maintenance)
- (vi) “CST” means Central Sales Tax
- (vii) “DoHFW” means Department of Health & Family Welfare, Govt. of Bihar
- (viii) “DHS” means the District Health Society
- (ix) “GCC” means General Conditions of Contract
- (x) “GIT” means General Instructions to Bidders
- (v) “HOD” means Head of Department
- (w) “MCH” means Medical College & Hospital
- (xi) “NIT” means Notice Inviting Tenders
- (xii) “RKS” means Rogi Kalyan Samiti
- (xiii) “SCC” means Special Conditions of Contract
- (xiv) “SIT” means Special Instructions to Bidders
- (x) “SHSB” means State Health Society, Bihar
- (xv) “TE Document” means Tender Enquiry Document
- (xvi) “TIA” means Tender Inviting Authority i.e. SHSB
- (xvii) “VAT” means Value Added Tax

2. Introduction

2.1 The SHSB has issued these TE documents for development, operation and maintenance of Imaging Centres (CT and MRI) in government medical college and hospitals in Bihar on public private partnership mode. The Tender Inviting Authority (SHSB) has decided to implement this project on Design, Build, Finance, Operate and Maintain (the “DBFOM”) basis.

2.2 This section (Section II - “General Instruction Bidders”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the Tender Inviting Authority for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.

2.3 The bidders shall also read the Special Instructions to Bidders (SIT) related to this project, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2.4 Before formulating the tender and submitting the same to the Tender Inviting Authority, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents.

Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

2.5 The service provider shall enter into agreement with respective Medical College & Hospital separately.

3. Language of Tender

3.1 The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the Tender Inviting Authority, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

3.2 The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the Tender Inviting Authority, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc. the English translations shall prevail.

4. Eligible Bidders

This invitation for tenders is open to all Service Providers located in India having legal presence in India or the Indian subsidiaries of Foreign Service providers who fulfil the eligibility criteria specified in these documents.

5. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

6. Responsibility of Agency/ Service Provider

- a. The agency shall refurbish/ develop the provided space as per requirement of equipment to be installed at own cost.
The service provider shall follow the standard guidelines for refurbishing the covered space.
- b. Any expenses towards creation of infrastructural deficit in the provided space shall be met by the Agency.
- c. Electricity Supply: The agency is required to apply for suitable dedicated electricity supply on behalf of MCH.
- d. The centres shall function on 24X7 basis all days of the year.

- e. The agency shall be responsible for hiring qualified technical personnel as per guidelines and Standard Operating Procedures (SOPs) and training them for running the centers. The agency shall also have to provide an anesthetist, if required, at the imaging centre for conducting tests.
- f. The agency shall be responsible to obtain all necessary provision and business such as laboratory licenses, Trade license and comply with all statutory requirements for establishing and running the Centre and produce relevant documents during inspection by statutory authorities as well as local authority.
- g. **The Agency shall be responsible for running the Center as per Atomic Energy Regulation Board norms.**
- h. Equipment/ system should be certified/accredited by concerned authorities wherever applicable. It must be highlighted here that all the equipments installed in the facilities have to be new (first hand purchase) with comprehensive uninterrupted maintenance contract for the entire duration of contract. Any equipment or its any part should not be refurbished item.
- i. The Imaging Centre shall function under the authority of the Department Head (HOD) of Radiology of concerned Medical College & Hospital. The selected agency shall report all matters to the HOD of Radiology of concerned MCH.
- j. Agency shall coordinate with Superintendent/Deputy Superintendent/In-charge of the hospital for providing smooth and un-interrupted services at the concerned hospital.
- k. To provide radiological diagnostic services, the agency will charge the patients at prevalent Central Government Health Scheme (CGHS), Patna rates. The agency shall not charge patient more than CGHS Rates.
- l. Agency shall display the approved price list of essential tests inclusive of all taxes at a prominent place for beneficiaries/ patients to see. The list would be in Hindi and English both. The Agency has to maintain transparency in all financial transaction.
- m. The agency shall provide diagnostic reports to patients within 6 hours in case of CT scan investigation and within 24 hours in case of MRI investigations.
- n. Agency shall be responsible for setting up of their own operations in respect of inventory management, customers servicing, financing accounting, record keeping and MIS.
- o. Agency shall make provision for a suggestion box to give feedback based on which remedial action would be taken for patient/ customers satisfaction.
- p. The agency shall maintain its own channel of internet based tele-radiology reporting system within legal norms.
- q. All internet usage charges, telephone charges, etc. shall be met by the agency. The hardware and software for internet usage has also to be provided by the agency.
- r. The agency shall provide 24 hour power back up for which a silent generator sufficient to run the Radiological Diagnostic Centre has to be installed at an appropriate place. All costs related to installation and operation of generator shall be borne by the service provider.

- s. The agency shall be responsible to carry out disposal of waste of the center as per the Biomedical Waste (Management and Handling) Rules, 1998 and any other relevant changes/ amendments regarding the same.
- t. The agency shall be responsible for all emergency investigation with requisite drugs and equipment during any disasters or emergency situation.

7. Tendering Expense

7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. The Tender Inviting Authority will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

8.1 In addition to Section I – “Notice inviting Tender” (NIT), the TE documents include:

- Section II – General Instructions to Bidders (GIT)
- Section III – Special Instructions to Bidders (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Bidder Information Form
- Section IX – Qualification Criteria
- Annexure – I - Tender Cover Letter
- Annexure – II - Format for Power of Attorney for Signing of Application
- Annexure – III - Format for Affidavit
- Annexure – IV - Information on prior experience
- Annexure – V - Financial Information of the bidder
- Annexure – VI - Bank Guarantee Form for Performance Security

8.2 The relevant details of the required goods and services, the terms & conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details to proceed further.

9. Amendments to Tender Enquiry Documents

9.1 At any time prior to the deadline for submission of tenders, the Tender Inviting Authority may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

9.2 Such an amendment will be notified online on www.statehealthsocietybihar.org and same shall be binding to all bidders/Bidders. All prospective Bidders are advised to see above website regularly for information. Tender Inviting Authority shall not be responsible in any manner if prospective Bidders miss any notifications placed on above website.

9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the Tender Inviting Authority may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of Tender Enquiry Documents

10.1 Notwithstanding contained in Clause 9, at any time, prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the condition in Tender documents by an amendment or corrigendum. All the prospective bidders will be notified regarding amendment only through website www.statehealthsocietybihar.org and all such amendments/ corrigendum shall become integral part of the bid document which will be binding for all prospective bidders. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders.

10.2 Interested eligible bidders may obtain further information in this regard from the office of the Tender Inviting Authority or in person on the day of pre bid meeting.

10.3 A bidder requiring any clarification or elucidation on any issue of the Tender Documents may take up the same with the Tender Inviting Authority in writing. The Tender Inviting Authority may respond in writing to such request provided the same is received by the Tender Inviting Authority before 15 days of the last date of submission of bids.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

11.1 The **Two Bid System**, i.e. "Technical Bid" (Cover-A) and "Financial Bid" (Cover-B) prepared by the bidder, shall comprise the following:

A) Technical Bid - Un priced Tender (Cover-A)

The following are the conditions, which are to be necessarily fulfilled, to be eligible for technical evaluation of the proposed solution. The Technical Proposal Envelope should attach documentary proof for each of the documents listed below, as applicable:

- Tender Cover letter on non-judicial stamp paper of minimum INR 100/- (Rupees One Hundred only) to participate as per **ANNEXURE - I**
- Details of bidder as per format given in **Section - VIII**
- Earnest Money Deposit (EMD) in the form of bank draft
- Power of attorney as per **ANNEXURE – II** authorizing an officer of the bidder and nominating a responsible person of the bidder to transact the business with the Authority
- Affidavit on non-judicial stamp paper of Rs.100/- (One Hundred only) declaring that the BIDDER is not under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Central / State Government/Government agencies/ PSUs/ World Bank/ADB/DFID or any other funding agency, etc. till the date of submission of bids as per **ANNEXURE – III**.
- Information on prior experience as per **ANNEXURE - IV** along with completion certificates of the activities completed in last three years
- Affidavit claiming the number of machines installed till date with location details.
- Certificate of Incorporation (photocopy)
- Proof of Registration with Commercial Taxes Department/ Service Tax Department
- Financial Information of the Bidder as per **ANNEXURE - V**
- Audited financial statement, Balance Sheet and Income Expenditure for the last 3 financial years (2011-12, 2012-13, 2013-14).
- Income Tax Return for the last three assessment years (2012-13, 2013-14, 2014-15).
- Solvency certificate from the Bank of amount INR 2,00,00,000/- (Rupees Two Crores only) for each location
- Photocopy of Permanent Account Number (PAN)/ TAN
- Contact details of the technicians responsible for implementation of the project

B) Financial Bid – (Cover-B)

This project shall be implemented on revenue sharing basis. The agency quoting highest revenue share to the Local Authority shall be chosen as the preferred PPP partner. The minimum revenue sharing is fixed at 30% of total revenue earned on monthly basis. This implies that agency is required to quote over and above this rate they are willing to offer to the Authority.

Format for Financial Bid

Sl. No.	Name of facility	Equipment to be installed			Revenue Sharing with the MCH (minimum 30%) Both in words and
		PET Scan	CT Scan (128	MRI (1.5	

		(128 slice)	Slice)	tesla)	number
1	Patna Medical College & Hospital, Patna	1	0	1	
2	Nalanda Medical College & Hospital, Patna	0	1	1	
3	Indira Gandhi Institute of Medical Science, Patna	0	0	1	
4	Anugraha Narayan Medical College & Hospital, Gaya	0	1	1	
5	Jawahar Lal Nehru Medical College & Hospital, Bhagalpur	0	1	1	
6	Sri Krishna Medical College & Hospital, Muzzafarpur	0	1	1	
7	Darbhanga Medical College & Hospital, Darbhanga	0	1	1	

Note:

1. An agency can bid for a maximum of three locations.
2. All pages of the Tender should be page numbered and indexed.
3. It is the responsibility of bidder to go through the Tender Document to ensure furnishing all required documents in addition to above, if any.
4. The authorized signatory of the bidder must sign on the bids duly stamped on all pages of the bid.
5. Bids, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
6. Tender sent by fax/telex/cable/e-mail shall be ignored.

12. Alternative Tenders

12.1 Alternative Tenders are not permitted. All those bidders shall be disqualified if any person(s) i. e. partner(s) in case of a partnership firm, member(s) in case of a company or the proprietor in case of a proprietorship firm, as the case may be holds 20% or more share (ownerships) in more than one bidding entities who have quoted for same location”.

12.2 Bidders are requested to quote their most suitable model meeting tendered technical specifications. Alternate models are not allowed to quote.

13. Documents Establishing Bidder's Eligibility and Qualifications

13.1 The bidder shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

13.2 The documentary evidence needed to establish the bidder's qualifications shall fulfil the following requirements:

The manufacturer or Indian subsidiary of foreign manufacturer has the required financial, technical, production and after sales services capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

14. Documents Establishing Good's Conformity to Tender Enquiry document

14.1 The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the Tender Inviting Authority in the TE documents.

14.2 If a bidder furnishes wrong and/or misguiding/misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the Tender Inviting Authority in this regard.

14.3 Tender Inviting Authority reserves the right to call the Bidder to demonstrate his/her quoted model(s) at their location at the expense of bidders to the members of the Technical Committee. The time range shall depend upon the type of equipment.

15. Earnest Money Deposit (EMD)

15.1 The bidder shall furnish along with its tender, earnest money of Rs. 15,00,000/- (Rupees fifteen Lakhs) per location.

15.2 The earnest money shall be denominated in Indian Rupees. The earnest money shall be in the form of Demand Draft.

15.3 No exemption is allowed in EMD. Without valid EMD, bid shall be rejected.

15.4 Unsuccessful bidders' earnest money will be returned to them without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority.

15.5 Successful bidder's earnest money will be returned without any interest, upon the signing of Agreement and furnishing the performance security in accordance with the provisions thereof.

15.6 Earnest Money is required to protect the Tender Inviting Authority against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a successful bidder will be forfeited, if the said bidder withdraws or amends its tender or impairs or derogates from the tender in any respect before signing of the agreement/ or 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 without prejudice to other rights of the Tender Inviting Authority. The successful bidder's earnest money will also be forfeited without prejudice to other rights of Tender Inviting Authority if it fails to furnish the required performance security within the specified period.

15.7 The Bid Security shall be forfeited as Damages and the bidders/ service providers shall also be blacklisted without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:

- (a) If a Bidder submits a non-responsive Bid;
- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- (c) If a Bidder withdraws its Bid or declined to proceed or carry out the work so allotted during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (d) In the case of Selected Bidder, if it fails within the specified time limit:
 - i To sign and return the duplicate copy of LOA;
 - ii. To sign the Concession Agreement; or
 - iii. To furnish the Performance Security within the period prescribed therefore in the Concession Agreement; or
- (e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

16. Tender Validity

16.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 days (One hundred and eighty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

16.2 In exceptional cases, the bidders may be requested by the Tender Inviting Authority to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed in writing. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its tender validity without forfeiting its EMD.

16.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Tender Inviting Authority, the tender validity shall automatically be extended up to the next working day.

17. Signing and Sealing of Tender

17.1 Tender Document seeks tender submission in two parts: First part i.e. **“Technical Bid (EMD & Technical documents) – Envelope-A”** and second part i.e. **“Financial Bid” – Envelope-B.**

17.2 The Bidder shall submit original EMD along with physical copy of all letters, certificates, testimonials, forms etc. (self-certified) including original catalogue (s) of model quoted on or before the closing date of submission of bid document.

17.3 The original copies of the tender shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

17.4 All the pages of the physical tender document shall be duly signed and stamped at the appropriate places as indicated in the Tender Documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

17.5 The bidder is to seal the tender in envelopes and writing the address of the Tender Inviting Authority. The sentence **“NOT TO BE OPENED”** before _____ (The bidder is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the Tender Inviting Authority will not assume any responsibility for its misplacement, premature opening, late opening etc.

D. SUBMISSION OF TENDERS

18. Submission of Tenders

18.1 Technical bid (without price bid) along with original EMD in an envelope super scribing **“REQUEST FOR PROPOSAL FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF IMAGING CENTRES (CT and MRI) IN 6 GOVERNMENT MEDICAL COLLEGE & HOSPITALS IN BIHAR ON PUBLIC PRIVATE PARTNERSHIP MODE”** should be addressed to “The Executive Director, State Health

Society, Bihar, Parivar Kalyan Bhawan, Sheikhpura, Patna – 800014 and must be submitted before due date and time.

18.2 The Bidders must ensure that they submit their bid along with original EMD before the closing time and date specified for submission of tenders.

19. Late Tender

Techno-Commercial bid is required to be submitted which shall be accepted on or before the time as mentioned in TE but not beyond that.

20. Alteration and Withdrawal of Tender

20.1 The bidder, after submitting its tender, is not permitted to alter/ modify its tender.

20.2 No tender shall be allowed to withdraw after its submission and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.

E. TENDER OPENING

21. Opening of Tenders

21.1 The Tender Inviting Authority will open the tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on/ is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be opened at the appointed time and place on the next working day.

21.2 Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding bidders. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names, signatures, e-mail Id, contact no. and corresponding Bidders' names and addresses.

21.3 Two Bid system as mentioned will be as follows: The **Technical Bid (Envelope-A)** are to be opened at the first instance, at the prescribed time and date as indicated in NIT. These Bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the Tender Document. Thereafter, in the second stage, the **Financial Bid (Envelope-B)** of only the Technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical bid. The revenue share offered by bidder, as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

22. Basic Principle

22.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders. TIA will not enter into any correspondence on the issue.

23. Preliminary Scrutiny of Tenders

23.1 The Tender Inviting Authority will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

23.2 Prior to the detailed evaluation of Price Tenders, the Tender Inviting Authority will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. The Tender Inviting Authority's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

23.3 If a Tender is not substantially responsive, it will be rejected by the Tender Inviting Authority and cannot subsequently be made responsive by the Bidder by correction of nonconformities.

23.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Documents. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

23.5 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;

- (i) Tender form (signed and stamped) not submitted
- (ii) Tender validity is shorter than the required period.
- (iii) Required EMD (Amount etc.) have not been provided.
- (iv) Bidder has not agreed to give the required performance security.
- (v) Goods offered are not meeting the tender enquiry specification.
- (vi) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (vii) Poor/ unsatisfactory past performance.

- (viii) Bidders who stand deregistered/ banned/ blacklisted by any Govt. Authorities.
- (ix) Bidder is not eligible

Note: The above mentioned aspects are descriptive and not exhaustive and a tender can be declared non-responsive for non-fulfilment of any essential condition culled out in the instant document in the considered view of the Tender Inviting Authority and the opinion of the Tender Inviting Authority shall be final and conclusive.

24 Discrepancies in Prices

24.1 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

24.2 If, as per the judgement of the Tender Inviting Authority, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered / speed post. If the bidder does not agree to the observation of the Tender Inviting Authority, the tender is liable to be ignored.

25. Qualification Criteria

Tenders of the bidders, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.

26. Bidder's capability to perform the contract

26.1 The Tender Inviting Authority, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender which has been submitted is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, a Bidder is responsive for more than one schedule, then, such determination will be made cumulative.

26.2 The above-mentioned determination will, inter alia, take into account the bidder's financial and technical capabilities for satisfying all the requirements of the Tender Inviting Authority as incorporated in the Tender Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the Tender Inviting Authority.

27. Contacting the Tender Inviting Authority

27.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the Tender Inviting Authority for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

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

G. AWARD OF CONTRACT

28. Tender Inviting Authority's Right to accept any tender and to reject any or all tenders

The Tender Inviting Authority reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

29. Award Criteria

The contract will be awarded to the bidder willing to share highest percentage of revenue with the authority decided by the Tender Inviting Authority.

30. Intimation Letter to successful bidder / Notification of Award

30.1 Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, only by registered / speed post or by e-mail (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the Tender Inviting Authority, has been accepted. The successful bidder must furnish to the Tender Inviting Authority the required performance security within 21 days along with the contract agreement from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

30.2 Effective Date: The handover of covered space in concerned MCH to the agency shall be the effective date of the contract.

30.3 The Notification of Award shall constitute the conclusion of the Contract.

30.4 The rates quoted and accepted shall be binding on the bidder for full contract period of seven years from the date of signing of agreement.

31. Issue of Contract

31.1 Promptly after notification of award, the Tender Inviting Authority will provide the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

31.2 The selected agency shall enter into agreement with concerned MCH for each location. SHSB role is limited to coordinating with both the party. Legal formality and signing of contract lies between the selected agencies and the concerned Medical College & Hospital of that location.

32. Return of E M D

The earnest money of the successful bidder and the unsuccessful bidders will be returned to them without any interest as per rule.

33. Publication of Tender Result

The name and address of the successful bidder(s) receiving the contract(s) will be mentioned on the website of the Tender Inviting Authority.

34. Corrupt or Fraudulent Practices

It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ["parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive level].
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (a "party" refers to a participant in the procurement process or contract execution).
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusive practices in competing for the contract in question;

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm/ company has engaged in corrupt or fraudulent or collusive practices in competing for, or in executing the contract.

SECTION - III
SPECIAL INSTRUCTIONS TO BIDDERS
(SIT)

The following Special Instructions to Bidders will apply for this project. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIT) incorporated in Section II.

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

The General Conditions of Contract incorporated in this section shall be applicable for this project to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

2. Use of contract documents and information

2.1 The supplier shall not, without the Tender Inviting Authority's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Tender Inviting Authority in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the supplier shall not, without the Tender Inviting Authority's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the Tender Inviting Authority and, if advised by the Tender Inviting Authority, all copies of all such documents shall be returned to the Tender Inviting Authority on completion of the supplier's performance and obligations under this contract.

3. Intellectual Property Rights

The supplier shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

4. Country of Origin

4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

4.2 The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

4.3 The country of origin may be specified in the financial bid.

5. Performance Security

5.1 Within twenty one (21) days from date of the issue of intimation letter/ notification of award by the Tender Inviting Authority/Ordering Authority, the supplier, shall furnish performance security of amount INR 2,00,00,000 (Rupees Two crores) for each location, valid up to ninety (90) days after the date of completion of all contractual obligations by the service provider.

5.2 The Performance security (at 5.1 above) shall be denominated in Indian Rupees: It shall be in the form of Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **ANNEXURE - VI** of this document in favour of the Tender Inviting Authority.

5.3 In the event of any failure/ default of the supplier with or without any quantifiable loss to the government including furnishing of Bank Guarantee, the amount of the performance security is liable to be forfeited. The SHSB may do the needful to cover any failure/default of the service provider with or without any quantifiable loss to the Government.

5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same validity in all respects in terms of the contract, as amended.

5.5 Subject to GCC sub – clause 5.2 above, the Tender Inviting Authority/Ordering Authority will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations.

6. Technical Specifications and Standards

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications mentioned in ‘Technical Specification’ under Sections VII of this document.

7. Packing and Installation

The selected agency shall be solely responsible for the packing, transshipment (if any), handling, storage, installation in the final destination, etc. without any liability to Tender Inviting Authority for any damages, deterioration etc.

8. Inspection, Testing and Quality Control

8.1 The Tender Inviting Authority (TIA) and /or its nominated representative(s) may, without any extra cost to the Tender Inviting Authority, inspect and/ or test the ordered goods, its manufacturing line and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. All expenses related to inspection and visit shall be borne by the selected agency.

8.2 Tender Inviting Authority or their representative shall also inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications.

8.3 If during such inspections and tests the equipment and/ or service fail to conform to the required specifications and standards, the Tender Inviting Authority's representative may reject them and they shall be required to resubmit the same to the Tender Inviting/Ordering Authority's representative for conducting the inspections/ tests again.

8.4 If the Agency or service provider invites Tender Invitee's representative for inspection at the last moment without providing reasonable time to the representatives for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier.

9. Transportation of Goods

The supplier will arrange transportation of the ordered goods as per its own procedure.

10. Insurance

Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The TIA will not borne any costs.

11. Consumables & Spare parts

11.1 The agency shall be responsible for ensuring the continuous supply and refill of all consumables & spare parts for smooth functioning of the Imaging Centre. The TIA shall not bear any costs for same.

11.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are refilled at the imaging centre.

12 User Charges

12.1 User charges for different services rendered by the agencies will be fixed at CGHS, Patna for all kinds of patients. Agency shall charge CGHS, Patna rates from patients referred to by private practitioners. Under no circumstances would any rate other than the approved CGHS, Patna rate, be allowed. It is implied thereby that

the agency can use diagnostic services for Government hospital referred patient as well as those referred to by private practitioners. Any patient who does not carry an OPD Card of any of the Government Health Institution of Bihar with an advice of the test from the Bihar Government Doctor shall be treated as a private patient. The receipt for user charges will be issued by the Operator to every patient.

12.2 The selected agency shall provide service only to Government referred patients during the OPD timing. The selected agency shall give priority to Government referred patient beyond the official OPD timings except any emergency cases.

12.3 Any evidence of user charges higher than the CGHS Patna rate would be considered as a serious violation of contract drawing pecuniary fines and even termination of contract by the SHSB after following the due process. For the first reported violation, 10% of PBG shall be encashed and in case of two incidences, the entire PBG shall be forfeited..

13. Incidental services

Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.

- a) Installation & commissioning, supervision and demonstration of the goods
- b) Carry out minor civil works required for the completion of the installation.
- c) Providing Standard Operating Procedure detailing operational guidelines, limitations, precautions, routine maintenance and Do's & Don'ts.
- d) The supplier shall maintain a log-book.
- e) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
- f) Perform operation & maintenance schedule of Imaging Centre as per standard operating format.

14. Comprehensive Maintenance Contract

14.1 The service provider shall ensure the uninterrupted services by way of comprehensive maintenance contract for the entire duration of the contract.

14.2 The CMC shall remain valid for the entire duration of contract from the date of installation & commissioning till the end of contract.

- a) No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- b) Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories of the Imaging Centre.
- c) Replacement and repair will be under taken for the defective goods.
- d) Proper marking has to be made for all spares for identification like printing of installation and repair dates.

14.3 Uptime Guarantee: Upon receipt of any failure notice, the service provider shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost at the Imaging Centre.

14.5 If any part is required to be replaced, the defective equipment should be made functional within 72 hours from the time of breakdown call to the service provider.

14.6 If the supplier, having been notified during CMC period, fails to respond to take action to repair or replace the defect(s) within 72 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the Tender Inviting Authority shall, without prejudice to other rights and remedies available to the Tender Inviting Authority under the contract, impose liquidated damages, a sum equivalent to 0.1% per day of delay up to 7 days, 0.2% per day of delay up to 14 days and 0.25% per day of delay beyond 14 days of average revenue on daily basis calculated from previous month.

15. Sub-Contracts

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, to any third party. Sub-contract partially or wholly is not allowed for any part of the Centre. .

16. Modification of Contract

If necessary, the Tender Inviting Authority may, by a written order given to the service provider at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs of equipment, etc.
- b) Incidental services to be provided by the supplier
- c) Any other area(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

17. Taxes and Duties

Service provider shall be entirely responsible for all taxes, duties, fees, levies etc. for delivery, installation and operation of the Imaging Centre for the entire duration of the contract.

18. Terms and Mode of Payment

18.1 Payment Terms

- I. The *percent* (as quoted in the financial bid) of the revenue generated after installation/ commissioning of the system will be shared by concerned "MCH" and rest *percent* of the same to the selected agency on per case/ test basis.

- II. The selected agency shall make a Register/ Ledger which should reflect the name of the patients undergone for diagnosis on the system with their registration number/ money receipt number of the each case/ test on per day basis.
- III. The collection of the charges from Referral patients of concerned MCH will be deposited with cashier of respective MCH on account of Superintendent MCH for the said purposes. At any working day percent quoted in financial bid of the total collected amount after deduction of amount of selected agency share shall be deposited with the concerned MCH.
- IV. In case of holidays, Sundays and after normal working hour, when the office of Superintendent of MCH is closed all the payment of shared revenue will be deposited by "selected agency" with cashier of respective MCH on account of Superintendent during next working hour with all details (i.e. registration number, name of patient, number of cases, etc.)

19. Delay in the supplier's performance

19.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Tender Inviting Authority in the List of Requirements and as incorporated in the contract.

19.2 Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) imposition of liquidated damages,
- (ii) forfeiture of its performance security and
- (iii) termination of the contract for default.

19.3 If at any time during the currency of the contract, the service provider encounters conditions hindering timely delivery of the goods and performance of services, the service provider shall promptly inform the Tender Inviting Authority in writing about the same and its likely duration and make a request to the Tender Inviting Authority for extension of the delivery schedule accordingly. On receiving the service providers communication, the Tender Inviting Authority shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of service provider's contractual obligations by issuing an amendment to the contract.

20. Liquidated damages

20.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Tender Inviting Authority shall, without prejudice to other rights and remedies available to the Tender Inviting Authority under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the

contract price. Once the maximum is reached, the order stands cancelled and Liquidated Damages shall be imposed on the value of the unexecuted order. Security Deposit of such service providers can also be forfeited besides taking other penal action like debarment from participating in present and future tenders of the tender inviting authority etc.

21. Termination for default

21.1 The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the service provider, terminate the contract in whole or in part, if the service provider fails to deliver any or all of the service or fails to perform any other contractual obligation(s) within the time period specified in the contract (installation of equipment & starting the services within 120 days of handing over the site or any other such timelines), or within any extension thereof granted by the Tender Inviting Authority pursuant to GCC sub-clauses 22.3.

21.2 In the event of the Tender Inviting Authority terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Tender Inviting Authority may carry out risk purchase goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the service provider shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.

21.3 Unless otherwise instructed by the Tender Inviting Authority, the service provider shall continue to perform the contract to the extent not terminated.

22. Termination for insolvency

22.1 If the supplier becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the service provider, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/or will accrue thereafter to the Tender Inviting Authority.

23. Force Majeure

23.1 Notwithstanding the provisions contained in GCC clauses 22, 23, 24 and 25 the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

23.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion,

sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

23.3 If a Force Majeure situation arises, the supplier shall promptly notify the Tender Inviting Authority/Ordering Authority in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority in writing, the service provider shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

23.5 In case due to a Force Majeure event the Tender Inviting Authority is unable to fulfil its contractual commitment and responsibility, the Tender Inviting Authority will notify the service provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

24. Termination for convenience

24.1 The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's) convenience, by serving written notice 90 days in advance on the supplier at any time during the currency of the contract. The notice shall indicate, inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

24.2 The service provider may also terminate the contract after giving written notice 90 days in advance so that the Authority can make alternative arrangement for providing uninterrupted service to the beneficiaries.

24.3 There will be no financial obligation to either party in case of termination of contract after following the above mentioned process. The agency shall remove all equipments/ fixtures within 45 days from the date of termination of contract without affecting permanent structure of the building.

25. Governing language

The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

26. Notices

26.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing only. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

26.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

27. Resolution of disputes

27.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority and the service provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

27.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Tender Inviting Authority or the supplier 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.

27.3 All disputes arising out of tendering process shall be within the jurisdiction of Patna only in Bihar, India.

27.4 Arbitration proceedings shall be convened by a panel of three arbitrators, one arbitrator each shall be nominated by both the parties and the third arbitrator shall be appointed with the mutual consultation and consent of both the arbitrators.

27.5 The award passed by the arbitrators shall be final and binding.

27.6 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Patna, Bihar, India.

28. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

29. General/ Miscellaneous Clauses

29.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

29.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

29.3 The Supplier shall notify the Tender Inviting Authority /the Government of Bihar of any material change would impact on performance of its obligations under this Contract.

29.4 The Agency shall be **severally liable** to and responsible for all obligations towards the Tender Inviting Authority /Government for performance of contract/services including that of its Associates, if any, under the Contract.

29.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/Government of Bihar against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.

29.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Tender Inviting Authority/Government of Bihar against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

29.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

30 Medico-legal cases

In the event of any medico-legal arising out of unethical practice or medical negligence of the agency, the legal and financial responsibility will have to be borne by the concerned agency. The agency is required to fully cooperate with Authorities for same.

31 Ethical Practices

Service provider interested in this work should be following ethical practice of provision of undisturbed patient care services irrespective of the clarification or issues that may be needed to be sorted with the local authority or state authority during the project period. **In the event of evidence against this, the firm will be blacklisted for the future man days of the contract.**

32. Acquaintance with Local Conditions

32.1 Each bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost. The bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Intent/Award as

described in the bidding documents. The SHS/DHS shall not entertain any request for clarification from the bidder regarding such local conditions.

32.2 It is the bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the SHSB. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the SHSB on account of failure of the bidder to know the local laws/ conditions.

33. Statutory and Regulatory Approvals

- i. The bidder shall be responsible for obtaining approvals for any statutory and regulatory requirements from concerned authorities. Further, the bidder shall be responsible to get required documentation completed for obtaining such approvals from time to time.
- ii. Selected agency will operate and maintain these centers as required by any law or board, such as the **AERB norms** and shall display the requisite licenses for operationalizing the same. The Agency shall also display the 'do's and don'ts' for the imaging centre to prevent any hazard.
- iii. The Agency shall take all responsibility for regularly monitoring the Thermo Luminescent Dosimeter (TLD) badges for the employees as per rule to ensure employee safety. The result of monitoring has to be documented and kept safely in the centre and should be produced on demand by authorities.

34 Responsibility of Tender Inviting Authority/ MCH

- i. The tender inviting authority/ MCH is responsible for providing covered space at appropriate location, preferably on the ground floor to the selected service provider for setting up of Imaging Centre. The approximate covered area shall be 2,500 sq. ft. in each location.
- ii. The selected service provider may have access to adjoining areas of the MCH premises for the purpose of convenience of providing the services. The selected service provider shall use the adjoining area only of the purpose of imaging centre and no other use.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this service contract. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

1. The selected agency may use the services of Radiologist and/or Anaesthetist employed with MCH for reporting purpose. It is at the discretion of the selected agency to use the services of concerned MCH staffs.
2. If selected agency intends to use the services of MCH staff, the selected agency shall enter into agreement with concerned Department of the MCH and have to pay 5% of the fee charged for each test from the patient as an honorarium. The amount shall be deposited with the Radiology Department of concerned MCH.
3. Any costs for services for free cases as defined by the Government shall be reimbursed by the concerned Rogi Kalyan Samiti of same MCH.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

SECTION - VI

SCHEDULE OF REQUIREMENTS

Part I

Table of equipment and location

Sl. No.	Name of facility	Equipment to be installed		
		PET Scan (128 slice)	CT Scan (128 Slice)	MRI (1.5 tesla)
1	Patna Medical College & Hospital, Patna	1	0	1
2	Nalanda Medical College & Hospital, Patna	0	1	1
3	Indira Gandhi Institute of Medical Science, Patna	0	0	1
4	Anugraha Narayan Medical College & Hospital, Gaya	0	1	1
5	Jawahar Lal Nehru Medical College & Hospital, Bhagalpur	0	1	1
6	Sri Krishna Medical College & Hospital, Muzzafarpur	0	1	1
7	Darbhanga Medical College & Hospital, Darbhanga	0	1	1

Part II: Required Delivery Schedule:

a) Installation and operation of imaging service:

120 days from handing over of the site for imaging centre.

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13.

Part IV:

Required Terms of Delivery and Destination Insurance (local transportation and storage) shall be borne by the Supplier from ware house to the consignee site. Authority will not pay any kind of taxes, duties, insurance, etc. to agency.

SECTION – VII

TECHNICAL SPECIFICATIONS

Note 1: The bidder is to provide the required details, information, confirmations, etc. accordingly failing which its bid is liable to be ignored.

Note 2: General: Bidders are requested to make sure that they should attach the list of equipment for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipment to periodically check the electrical safety aspects as per BIS Safety Standards. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipment checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.

Schedule No. 1:

128 SLICE CT SCANNER for ALL PURPOSE SCANNING INCLUDING CORONARY ANGIOGRAPHY

Name of the Manufacturer :

Model No. :

Installation of top of a line Spiral Multi-Slice CT Scanner with capabilities of acquiring 128 slices per 360 degree in body and Cardiac Scan.

Sl. No.	Parameters	Details	Quoted (Yes/ No)
1	Detector	Detector should have facility to acquire 128 slices simultaneously in one rotation	
2	Tube Anode Heat Capacity	5.0 MHU or more	
3	Rotation Time	0.4 S or less	
4	Recon Matrix	1024x102	
5	Gantry Aperture	Minimum 70 CM	
6	Scanning Capability	The system is capable for: <ul style="list-style-type: none"> • MIP/MinIP • MPR 	

		<ul style="list-style-type: none"> • Curved MPR • 3D VRT • Brain Persusion • Auto Bone Removal • Virtual Colonoscopy • Lung Nodule Assement • Cardiac Package • Retrospective Triggering-Multicycle Reconstruction • Prospective Triggering • Iterative Image Reconstruction Techniques • 3D and other reconstruction software • Endo View Angio facility • Whole body Angio without contrast package • Cardiac Angio with Coronary Artery Imaging and L.V.E.F estimation 	
7	X-Ray Generator:	The Generator of 75kW.	
8	X-ray Tube	Tube of high heat storage capacity 5.0 MHu or more	
9	Scan Time	The scan time for one gantry rotation of complete 360 deg. Should be 0.40 sec or better	
10	Operator Console & Independent Workstation	It should have a large 18" or more high resolution LCD monitor with a display 1024 X 1280 matrix or more.	
11	Accessories	UPS for the Complete System with 10 min backup Camera for the filming	

Note: Equipment should be USFDA / European CE approved which has been introduced globally within three years. Equipment should be brand new in totality (first hand purchase only).

Schedule No. 2:**PET Scan/CT for PMCH only**

Name of the Manufacturer :

Model No. :

Installation of whole body Positron Emission Tomography system having 128 slices per rotation. DICOM ready with true isotropic volume acquisition and sub millimetre resolution. Advanced PSF reconstruction must be available for image reconstruction. .

Schedule 2:

Sl. No.	Parameters	Details	Quoted (Yes/ No)
1	Detector Assembly	Number of detector rings: 18 or more Axial field of view 150 mm or more	
2	Tube Anode Heat Capacity	5.0 MHU or more	
3	Rotation Time	0.4 S or less	
4	Recon Matrix	1024x102	
5	Gantry Aperture	Minimum 70 CM	
6	Scanning Capability	Latest version of DICOM The system is capable for: <ul style="list-style-type: none"> • Software for data collection • Reconstruction of image for Co-registration • 3D volume reconstruction with 3-D fusion • Attenuation correction • Quality control • Software for Perfusion CT for brain and body applications • CT Angio • VRT • Max IP & MinIP • SSD • Image Fusion 	

		<ul style="list-style-type: none"> • Vessel segmentation • Virtual Endoscopy • Calcium Scoring and Myocardial Viability 	
7	X-Ray Generator:	The Generator of 75kW.	
8	X-ray Tube	Tube of high heat storage capacity 6.0 MHU or more	
9	Scan Time	The scan time for one gantry rotation of complete 360 deg. Should be 0.40 sec or better	
10	Operator Console & Independent Workstation	Storage: Hard Disk > 200 GB. External DVD for writing. It should have a large 18" or more high resolution LCD monitor with a display 1024 X 1280 matrix or more.	
11	Accessories	UPS for the Complete System with 10 min backup Camera for the filming	
12	Patient Table	Load carrying capacity >= 170 kgs Facility for positioning aid for horizontal Isocentric positioning of the patient Carbon fibre table top	

Note: Equipment should be USFDA / European CE approved which has been introduced globally within three years. Equipment should be brand new in totality (first hand purchase only)

Schedule No. 3:

1.5 Tesla MRI SYSTEM

Name of the Manufacturer :

Model No. :

Sl. No.	Parameters	Details	Quoted (Yes/ No)
1	Magnet	1. Model quoted with operational magnetic field strength should be 1.5 T suitable for high resolution imaging 2. At least 60 cms. patient bore flared at both ends and short effective tunnel length. 3. Table horizontal movement of > 200 cms	

2	RF Power	18 KW or more	
3	FOV in all direction	50 cm or more	
4	Gantry Aperture	70 cm or more	
5	Actively Shielded Gradient	1. True usable Maximum gradient amplitude should be 33 mT/m or more over full FOV with slew rate of 120T/m/sec or more.	
6	RF Amplifier	1. At least 16 dedicated receiver channels for superior RF performance. Receiver to support 16 or more elements of coils	
7	Coils	1. Quadrature with multichannel coil 2. 8 channel or higher Head array Coil for brain imaging 3. 16 channel coils . 4. PA Neurovascular Array Coil with min 16 channels. Compatible with parallel Imaging Technique. 5. Quadrature / CP Array Phased Array Spine Array coil for Cervical, thoracic and lumbar spine imaging. 6. Body array Coil 7. Flexible coil small - CP or Quadrature for extremity or joint. 8. 8 channel knee coil with parallel imaging factor of 3 or higher 9. Breast coil 10. Shoulder coil 11. Small Part Imaging coils	
8	Software	The System should have these software's as under : 1. Diffusion , Perfusion 2. Single and Multi Voxel Spectroscopy with chemical shift imaging • Head, Neck ,Spine , Body and Lower peripheral Imaging Cardiac perfusion imaging • SWI, DWI, DTI software • Hydrogen, phosphorus and Single voxel Spectroscopy	
9	Sequences	Spin Echo Gradient Echo Spoiled Gradient Echo Coherent Gradient Echo	

		Steady State Precision Turbo Gradient Echo High Resolution Bilateral Breast Imaging Non Contrast MR Angio TSE Based Non Contrast MR Angio True FISP Based Short Tau IR Long Tau IR(Dark Fluid) Turbo Spin Echo Single Shot TSE TSE with 90 deg flip back Pulse Turbo Gradient Spin Echo 3D TSE with variable flip angle Whole body Diffusion Diffusion Tensor Imaging Motion Correction with Blades Parallel Acquisition Technique Spectroscopy (Brain, Prostate, Breast) Contrast Bolus Timing Visualization Fat liver estimation	
10	Other Items	1. Camera for filming 2. UPS with minimum 15 minutes back up	
11	X-Ray Generator:	The Generator of appropriate capacity	

Note: Equipment should be USFDA / European CE approved which has been introduced globally within three years. Equipment should be brand new in totality (first hand purchase only).

SECTION – VIII
BIDDER INFORMATION FORM

Date of opening :

Time :

Name and address of the Bidder:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

01 Name of the manufacturer

a. Name of authorised signatory

b. full postal address

c. full address of the manufacturing premises

d. telegraphic address

e. telephone number

f. E-mail & fax number

02 **Expertise of Organization:**

- Years of company experience
- Areas of expertise of organization
- Production Capacity

03 Total annual turn-over (value in Rupees)

04 **Financial data of the organization**

- Audited financial statement, expenditure statement, profit & loss account for the last three years

05 Client Reference List:

- Please provide references such as customer details, telephone number, etc.

Name of client/customer:	Name/model of equipment supplied	Qty. installed	Contact person name, telephone and e-mail Id.
1.			
2.			
3.			

06 Contact details of persons that SHSB may contact for requests for clarification during bid evaluation:

- Name/Surname:
- Designation:
- Tel Number (direct): Landline and Mobile no.
- Email address (direct):

Signature and seal of the Bidder

SECTION – IX

QUALIFICATION CRITERIA

The Bidder may be a company incorporated under the Companies Act, 1956 or a Society incorporated under the Societies Registration Act, 1860 or a registered public Trust or registered hospital under the relevant State/ Central Act (the “**service provider**”) are eligible to apply for this project. The agency shall be responsible for Development, Operation and Maintenance of the Project under and in accordance with the provisions of the contract agreement to be entered into amongst the Selected Bidder and the Authority.

The bidder shall meet the following criteria for eligibility:

Service Providers (SP) meeting the following minimum credentials to qualify for the proposed task. IF applying for one location, Service Providers must meet following conditions:

i. Financial Capacity:

- Minimum average annual turnover of INR 50.00 lakhs (fifty lakhs) from Bio-medical equipment for the past three years at the close of the financial year immediately preceding the bid due date.
- Minimum net worth of INR 2.5 crores at the close of the financial year immediately preceding the bid due date.

ii. Technical:

- Should have experience of operating, managing and maintaining a minimum of one (1) MRI machines and/or one (1) CT Scan machines in one or multiple centres/ locations continuously in the last two (2) years.
- If applying for more than one location, the agency should be running radiology centers at minimum two separate locations.

The experience of running the requisite imaging centres (CT & MRI machines) has to be certified by authorized signatory of the bidder in the form of sworn affidavit.

iii. Other Conditions:

- a) Must not be blacklisted/banned/declared ineligible by any entity of Government of India or any State Government or PSU/ ADB/ DFID in India. The Agency should submit an affidavit for the same.
- b) The competing agency must be having registered office with legal presence in India for more than three year.
- c) Agency should have the experience of reporting and managing multi-locational imaging centres using tele-radiology through PACS (Picture archiving and communication system). The competing agency must submit an affidavit claiming and certifying the same.

NOTE:

- (i) IF applying for more than one location, the qualification will increase proportionately. Please submit documentary evidence in support of all above conditions mentioned in eligibility criteria.
- (ii) Any form of consortium is not allowed for this project.
- (iii) Notwithstanding anything stated above, the Tender Inviting Authority reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Tender Inviting Authority.
- (iv) The Tender Inviting Authority reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the Tender Inviting Authority for technical acceptability as per the tender specifications, before the opening of the Price Tender.

ANNEXURE – I**TENDER FORM****To,****The Executive Director****State Health Society, Bihar****Sheikhpura,****Patna - 800014**

Ref. Your TE document for Imaging Service published dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and provide services in imaging service with _____ and _____ (Description equipment) for _____ (name of Medical College & Hospital) in conformity with your above referred document on the revenue sharing basis as mentioned in our financial bid which has been submitted in separate envelope and made part of this tender.

If our tender is accepted, we undertake to supply, install, manage, maintain and perform the services as mentioned above, in accordance the tender document and also accepts all conditions of the tender document.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III “Special Instructions to Bidders” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the highest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

**(Name and designation) Duly authorised to sign tender for and on behalf of the
tendering agency**

ANNEXURE – II**Power of Attorney****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 Card), duly approved
 by the Board of Directors in their meeting held on (Copy of board resolution enclosed), who is
 presently employed with us and holding the position of as
 our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in
 connection with or incidental to our bid for **“REQUEST FOR PROPOSAL FOR DEVELOPMENT,
 OPERATION AND MAINTENANCE OF IMAGING CENTRES (CT and MRI) IN
 GOVERNMENT MEDICAL COLLEGES AND HOSPITALS IN BIHAR ON PUBLIC
 PRIVATE PARTNERSHIP (PPP) MODE.”** including signing and submission of all documents and
 providing information / responses to the State Health Society, Bihar, representing us in all matters
 before State Health Society, Bihar 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 2015

For _____

(Name, Designation and Address)

Accepted _____

(Signature)

(Name, Title and Address of the Attorney)

Date : _____

ANNEXURE – III**Format for Affidavit**

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of relevant value)

Affidavit

I, M/s..... (Sole Applicant / Lead Member / Member/Affiliate). (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) /director(s) are not barred by State Health Society, Bihar/ or any other entity of GoB or blacklisted by any OTHER state government or central government department / organization in India from participating in Project/s. _____ (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 the amounts paid till date shall stand forfeited without further intimation.

Dated this Day of 2015.

Name of the Applicant

Signature of the Authorized Person

Name of the Authorized Person

ANNEXURE – IV

Information on prior experience

Sl. No.	Name of the project and location	Month & Year of commencement of project	Running Status	Manpower deployed for the project	Daily Average patient inflow	Ownership Type (Own managed /Managed by other)	Document -ry Proof Submitted (Yes/No)

ANNEXURE – V

Financial Information of the bidder

Years	Annual Turnover (in INR Lakhs)	Profit Before Tax (in INR Lakhs)	Net Worth (in INR Lakhs)
FY 2013-14			
FY 2012-13			
FY 2011-12			

ANNEXURE – VI

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Executive Director
State Health Society, Bihar
Sheikhpura,
Patna - 800014

WHEREAS _____ (Name and address of the Agency)
(Hereinafter called "the service provider") has undertaken, in pursuance of contract for
Imaging Service dated _____ to supply, install, maintain and manage and provide
imaging service (CT Scan and MRI) (herein after called "the contract").

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 recognised 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 the service provider such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on
behalf of the supplier, 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 aforesaid, 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 beyond 60 (sixty) days after the completion of all contractual
liability by the service provider ----- (indicate date)

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

.....
Name and designation of the officer

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