

EXTENSION OF SUBMISSION & RECEIPT OF BID
&
PRE-BID CLARIFICATION / AMENDMENT IN RESPONSE TO QUERIES
IN THE PRE-BID MEETING FOR REQUEST OF PROPOSAL FOR MRI
SERVICES [Bid Reference No. OSH&FWS/FDS-MRI/03, Advt. No.54/16]

Different queries raised by the prospective bidders on the tender terms & condition, scope of work, specifications etc. were discussed. Based on the written queries by the prospective bidders, the clarifications / amendments as decided by the committee in response to the pre-bid query of the prospective bidders are mentioned below:

Sl.	Queries raised by the prospective bidders	Clarification /Amendment in response to the queries
1.	Section I – Clause 3 (Schedule of Events) Clarification regarding closing date & time of receipt of bid & time of bid opening	Amended The closing date & time of receipt of bid is to be read as 31.1.2017, 3 PM (Extended till 17.2.2017, 3 PM) Date & time of opening of technical bid is to be read as 31.1.2017, 3.30 PM (Extended till 17.2.2017, 3.30 PM)
2.	Section II - Clause no. 1(d) : The quoted price should exclude any taxes on the service provided. Though at present there are no taxes involved on the services for MRI services, it is possible that some services tax may be introduced in future.	Clarification: There is no change in Price format Appendix G. It is clearly stated (In point no. 2 of Appendix G) that the Price quoted shall be inclusive of all taxes and duties presently in force. The bidders are required to mention the % of tax (service tax) if any in point no. 3 of Appendix G, which is included in the price mentioned in point no. 2 of Appendix G. If the present % of service tax is Zero then they have to mention zero in the point no. 3 of Appendix G. Price inclusive of all taxes (if any at present in force) shall be taken into evaluation. However in case of any change of tax during the contract period, the same shall be applicable accordingly.
3.	Section-II [Clause 4- I (2)] : Pl. clarify for Pvt. Sector bidders in the Appendix C.	Clarification Pvt. Sector means, the bidders have to provide the details of the MRI scan services executed in Pvt. Hospital / MRI scan centres etc. In that case the copy of the report generated for no. of MRI scan images carried out per annum (generated though the database maintained by the Pvt. hospital / MRI scan centre) to be provided as a proof of the figure which is mentioned in the column " No. of MRI scan images carried out per Annum" of Appendix C. The contract price column of Appendix C in that case would be the revenue generated by the Pvt. Hospital / MRI scan centre from MRI scan services per Annum.

		Public sector / Govt. sector means, the bidders have to provide the details of the MRI scan services executed in Govt./Public sector Hospitals in PPP mode. In that case the copy of the report generated for no. of MRI scan images carried out per annum (generated through the database maintained by the Govt./ Public sector Hospital) to be provided as a proof of the figure which is mentioned in the column " No. of MRI scan images carried out per Annum" of Appendix C. The contract price column of Appendix C in that case would be the contract value as per PPP agreement signed between the bidder and the Govt. / PSU hospital authority.
4.	Section-II (Clause 5): Clarification regarding Bid validity period & Contract Validity Period. Price escalation clause with escalation of 10% every year should be added for viability of the project.	Amended The Bids shall remain valid for 180 days from the submission of bid for the purpose of finalization of tender and agreement with the Service Provider shall be initially for a term of "5 years" and the prices quoted shall remain for the duration of the agreement. The contract may be extended for another term of "5 years" based on performance and mutual consent. The contract prices shall have an escalation of 3% per annum effective from the start of 2 nd year.
5.	Section III (Clause 5: Selection Process): It is not possible for a single bidder to invest such a large amount for all nine MRI centres. Suggested modification: A bidder can bid for one or more district hospital.	Amended A bidder can bid for one or more district hospital. In that case the bids shall be evaluated district wise . The technically qualified bidder quoting the lowest cost per MRI scan with contrast in a district shall be selected for that district. The bidder wish to quote for one or more districts, have to clearly mention the name of the district (s) they want to bid, in the Outer envelope as well as in the technical bid & financial bid envelop . The name of the district, the bidder want to participate has to be clearly mentioned in the Implementation Plan (Annexure-E) in technical bid. The bidder want to participate in more than one districts have to prepare separate financial bid formats (Appendix-G) with clearly mentioning " Financial Bid _____ (name of the district) " and put these format (s) in the Financial bid envelop with mention of the district name (s) on the top of the financial bid envelop.
6.	Section III (Clause 5: Selection Process): What will be the criteria for evaluation of 2 or more bidder quotes same amount in financial bid?	Amended The clause 5 (Selection Process) is amended as below :

		A single bidder will be selected for each district for providing services at the respective district head quarter hospital (as per details in Section VII - Appendix A). The technically qualified bidder quoting the lowest cost per MRI scan with contrast in a district shall be selected for that district . The bidders are required to quote up to three decimal places in the financial bid format (Appendix G) and even if a tie occurs then the bid will be decided in favour of bidder having higher turnover.
7.	Appendix G (Price Bid Format): A single price for all type of MRI scan is not justified and instead highest discounted percentage on CGHS rate should be considered.	No Change
8.	Section IV (II. Scope of work) : 1. The clause of "Provision of transportation of patients from healthcare facility to CT scan facility & vice versa in a well equipped ALS ambulance shall be the responsibility of the service provider in case the facility is not inside the premises of the hospital" should be deleted as the facility of space inside the hospital is to provided by the authority.	Amended The Clause II 1 (Section IV- Scope of Work) is deleted.
9.	Section IV (II. Scope of work: Clause No. 3) : Hard copy of the images to be given to patient only and not to hospital. The service provider shall upload the images within 45 minutes after the stipulated time mentioned in 3 (a),(b) & (c) . However if there is internet connectivity problem faced by service provider, then it should be considered by the Authority / Hospital & accordingly TAT is to be increased.	Amended The service provider shall submit the hard copy of the report to the hospital within the stipulated time mentioned in the RFP document. The related point no. 10 (bb) of Section VI (Terms & Conditions) in this context is also amended as The service provider shall provide the following: i) hard copy of the report along with image to the patient ii) soft copy of image & hard copy of report (in the form of paper) to the respective district authority on daily basis. iii) Soft copy of images in the form of CD may be submitted to the district on monthly basis. The Service provider shall upload the report & images within 45 minutes of the scan which would be simultaneously viewed at the District Hospital: a) All Head injuries, trauma cases and cases declared as urgent by the referring-Hospital within 2 hours. b) All routine scan from 8 AM to 6 PM within 6

		<p>hours</p> <p>c) All routine scan from 6 PM to 8 AM before 12 Noon.</p> <p>On a case by case basis, in order to address delays in submission of reports due to Internet Connectivity Issues, an additional margin of 10% might be provided for cases of such delays up to a maximum of 72 hours in a particular month.</p>
10.	<p>Section IV (II. Scope of work : Clause No. 5) :</p> <p>Provision of Radiologist should be provided through Tele-Radiology.</p> <p>Provision of Radiation safety officer is not possible at each CT scan centre.</p> <p>Provision of anaesthesiologist should not be the responsibility of the service provider.</p> <p>CT centre should run as per hospital OPD hours and stretched as the work load increases</p>	<p>Amended</p> <p>The Service Provider should have at least one Radiographer/ Technicians, one Staff Nurse and One Receptionist/Helper at the centre during working hours. The Service Provider should ensure that an Anaesthesiologist is available on call basis at each centre, in case any need arises. Tele-radiology is allowed but the Service Provider will have to ensure availability of human resources as per the standard of Clinical Establishment Act, Standards for Medical Imaging Services (Diagnostic Centre) CEA /MIS- 028. These provisions will supersede any other provisions stated anywhere else in the document.</p> <p>MRI centre should operate round the clock (24x7x365).</p>
11.	<p>Section IV (Scope of Work : Clause no. 7) : Clarification on the modality mentioned in point no. 7</p>	<p>Clarification</p> <p>All the modalities (Manpower, Infrastructure, Logistic, Electricity etc. required for providing CT Scan services will be responsibility of the service provider. The Authority will provide electricity and water connection till the point of services. However the internal electrification as per requirement of the machine and associated equipment and accessories will be the responsibility of the Service Provider. The Service Provider will also pay for the usage of electricity and water by arranging a sub-meter connection to its facility. The service provider has also to provide DG Sets as standby back up at the MRI Scan Centre</p>
12.	<p>Section V (Eligibility Criteria : Clause No. 3) : The bidder should have at least one MRI scan centre instead of at least 5 MRI scan centres</p>	<p>Amended</p> <p>The bidder should have at least one MRI scan centres and provides reports for a minimum of 2,500 radiology images per annum in one or more states in India. However, only having CT scan facility is not to be considered as the no. of MRI scan centre.</p>

13.	Section V (Eligibility Criteria : Clause No. 6) : The bidder should have an average annual turnover of Rs. 5 Crores or more in the last three financial years instead of Rs.10 Crores.	Amended The bidder should have an average annual turnover of Rs. 5 Crores or more in the last three financial years
14.	Section V (Eligibility Criteria - Clause No. 8) : Clarification required in case of Consortium.	Amended In case of Consortium, the lead member should independently meet the technical eligibility criteria (Clause 1,2,4,5). However in case of consortium, if the lead member does not meet the turnover and minimum MRI scan service centre criteria (Clause 3 & 6), then financial turnover & no. of MRI scan diagnostics centres of only those bidders in the consortium would be collectively considered who individually meet the technical eligibility criteria (Clause 1,2,4,5)
15.	Section VI – Clause No.6 : Periodicity of Payment)	Amended The clause is amended as mentioned below : The payment will be made on a monthly basis within 30 days by e-payment for all invoices raised. The bidder will raise it's invoice on completion of services during this period duly accompanied by evidences of services (including the updated data in the online dashboard). The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.
16.	Section VI - Clause No.6 : Periodicity of Payment) : Suggest to add a penalty clause for delayed payment for more than 60 days Add the provision of Escrow Account	No Change
17.	Section VI - Clause 10 c : The service provider shall commission the MRI scan facility within 120 days of start of handover of site.	No Change
18.	Section VI - Clause 10d: Technology up gradation: Only software up gradation is possible during the tenure.	Amended Clause 10 d is amended as mentioned below: Software Up-gradation, Technology Up gradation: The machine shall be suitably upgraded by the Service Provider under following conditions: 1) Review by a board appointed by Nodal Authority upon assessing the need for a software up-gradation. Such reviews should not be made in less than one year but should be made midway of the contract and before renewal of the contract. If the Service Provider understands the requirement of the technology up-gradation for the best interest of the contract then the Service Provider can request for such technology up gradation from the Nodal Authority and execute the up-gradation of the technology at its cost and based upon mutual consent. 2) Upon declaration of any national or international guideline

		accepted by the Government prohibiting the use of earlier (currently installed) technology 3) After completion of 2 contracts period each not less than 5 years, the entire MRI scan equipment shall be replaced.
19.	Section VI - Clause 10g: Authority should provide project site with adequate capacity electricity connection & water connection.	Clarification Authority is responsible for provision of electricity connection and water supply at project site. However, the service provider is responsible for the electrical connection to the MRI scan machine for installation. The service provider shall be responsible for the monthly rental towards electricity (through sub meter) & water supply for the operation of the MRI scan centre.
20.	Section VI - Clause 10g: Authority should bear the cost of medical gases and biomedical waste.	Clarification The service provider is responsible for provision of medical gas and biomedical waste in the MRI scan centre and shall bear the cost in this context.
21.	Section VI - Clause 10p: Contrast to patient and subsequent contrast scan only be assessed after plain MRI scan done. Hence contrast scans payment to be made separately for same patient.	Amended State authority shall make payment to the service provider for its services on Monthly basis through ECS for all invoices raised for the previous month. The Authority shall not pay the service provider any charges for any repeat tests resulting out of imaging errors. In case there is a requirement for Contrast MRI after plain MRI scan has been performed, and this requirement has been confirmed by the radiology department at the district hospital, the contrast MRI shall not be counted as a repeat Scan and this will be treated as separate procedure and will be paid for both the plain Test and the Contrast Test provided both the tests had been mandated as a clinical requirement by the referring Medical Professional
22.	Section VI - Clause 10w: Pl. specify the minimum equipment requirement in the resuscitation room for life saving support.	Clarification The Service Provider will have to equip their centre with lifesaving and monitoring equipment in compliance with Medical Imaging Standard No. CEA/MIS-028 which is as mentioned below: Resuscitation equipment: Crash cart, medicine tray, Defibrillator, Ambu bag, face mask, provision for oxygen (Cylinder / Piped gas source), suction apparatus mandatory for emergency services and where contrast injection / interventional procedure are done.
23.	Section VI - Clause 10 aa: It is quite costly to capture, store and retrieve data for 10 years for Govt for all patients. This clause should	Amended The service provider shall be responsible for storage of images and reports of all MRI scan

	be removed. Image storage should be ensured as per the extant laws of MCI / NABH	done by the service provider including image retrieval system as per the extant laws of MCI. Image retention for medico legal cases for a period of 10 years is the responsibility of the service provider.
24.	Draft Agreement should be made available	Clarification A draft agreement format is enclosed at Section VIII of the RFP document.
Specification (Appendix J)		
1.	Homogeneity should be (@ 30 cm DSV) < 1.2 PPM instead of (@ 40 cm DSV) < 0.3 PPM	Amended Homogeneity (@ 40 cm DSV) < 1 PPM
2.	RF Power should be 10 KW or more instead of 10-12 KW	Amended RF Power: 10 KW or more.
3.	FOV (Field of View) All three planes X*Y*Z = 45 cm * 45 cm*30 cm instead of 50 cm * 50 cm*50cm.	Amended FOV (Field of View) All three planes X*Y*Z = 50 cm * 50 cm*45cm.
4.	Gradient Strength & Slew Rate should be 30/100 instead of 33/120	No Change
5.	System Reconstruction Speed : 12,600 FFT /second or more instead of 14,000 FFT / Second	Amended System Reconstruction Speed : 12,600 FFT / Second or more
6.	Liver fat & iron quantification in a single sequence feature should be removed.	Amended The feature of Liver fat & iron quantification in a single sequence is deleted.
7.	Type approval from AERB for MRI should be deleted.	Amended The parameter "The proposed model should have type approval from AERB" under equipment standards is deleted.
8.	Type of investigations to be done, to be specified.	Added The service provider shall able to provide the following list (at least) of investigations / procedures at the proposed MRI scan centre : Head, Neck, Shoulder, Wrist, Knee, Hip, Pelvis, Abdomen, Breast, Chest, Spine, Angiography and Whole Body MRI.

Extension of Bid Submission & Bid Opening Date:

Last date & time of submission of Tender (**Extended**): **17.2.2017, 3 PM**

Date & Time of Opening of Technical Bid (**Extended**): **17.2.2017, 3.30 PM**

N:B: The amendments mentioned above are to be treated as amendments in the technical specification(s) and term(s) and condition(s) of the above tender reference. All other technical specifications and terms conditions remain unchanged.

**Sd/
Mission Director,
NHM, Odisha**



ODISHA STATE HEALTH & FAMILY WELFARE SOCIETY, ODISHA

OFFICE OF THE MISSION DIRECTOR NATIONAL HEALTH MISSION, ODISHA

NATIONAL COMPETITIVE BIDDING

BIDDING DOCUMENT

FOR

**PROVISION OF MAGNETIC RESONANCE IMAGING (MRI)
SERVICES AT DISTRICT HEADQUARTER HOSPITALS
IN A PPP MODE**

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Section I

ODISHA STATE HEALTH & FAMILY WELFARE SOCIETY, ODISHA
Annex Building of SIH&FW, Nayapalli, Unit-8, Bhubaneswar - 751012

Website : www.nrhmorissa.gov.in

e-mail : proc.nhmodisha@gmail.com

NOTICE INVITING TENDER (NIT)

Bid Reference No. : OSH&FWS/FDS-MRI/03

Date : 24.12.2016

1. Odisha State Health & Family Welfare Society (O S H & F W S) invites sealed Tender from eligible service providers for MRI Services as given in section – IV of this document.
2. This document contains eight sections as follows:
 - I. Section I : Notice inviting Tender
 - II. Section II: Instruction to Bidder
 - III. Section III: Procedure for evaluations of Bids
 - IV. Section IV: Job description
 - V. Section V: Eligibility Criteria
 - VI. Section VI: Terms and Conditions
 - VII. Section VII: Appendices (A to J) and Check list
 - VIII. Section VIII: Contract Format
3. Schedule of events

Sl.	Description	Date/Place
1	Date of availability of Bid Document	24.12.2016 to 31.1.2017
2	Website for downloading of Tender Document	www.nrhmorissa.gov.in
3	Cost of the Tender Document	Rs. 5,250/-
4	Pre bid Meeting (Date & Time)	4.1.2017, 3.30 PM
5	Pre-Bid Meeting Venue	Mission Directorate, Annex Building of SIH&FW, Nayapalli, Unit-8, Bhubaneswar - 751012
6	Closing Date and Time of Receipt of Bid	31.1.2017 up to 3 PM (Address same as mentioned above)
7	Time, Date and Venue of Opening of Technical Bid	31.1.2017, 3.30 PM At Mission Directorate, Annex Building of SIH&FW, Nayapalli, Unit-8, Bhubaneswar - 751012

4. The tender document may be downloaded from the official website: www.nrhmorissa.gov.in
The bidder downloading the tender document from the website will be required to deposit **Rs.5,250/-(non-refundable)** in the form of Demand Draft drawn in favour of “Mission Director, NHM” payable at Bhubaneswar while submitting the Tender. Tender without the fee of Rs.5,250/- will not be accepted.
5. All prospective bidders are requested to attend the Pre-bid meeting either in person or through their authorized representative. No representative is allowed to represent more than one prospective Bidder. The venue, date and time are indicated in Schedule of Events as in Para 3 above.
6. Bidders shall ensure that their bids complete in all respects, are dropped in the Tender Box located at Mission Directorate, Annex. Building of SIH&FW, Nayapalli, Unit - 8, Bhubaneswar on or before the closing date and time indicated in the Para 3 above. Bids submitted after the prescribed time will be treated as late bid and will not be considered. The bids can also be submitted by Registered Post / Courier. The Bids sent by Registered Post/Courier must reach the above said address on before the closing date & time indicated in Para 3 above, failing which the Bid will be treated as late bid and will not be considered.
7. In the event of any of the above mentioned dates being declared a holiday/closed day for the tender inviting authority, the Bids will be received/opened on the next working day at the same time.
8. The Bid Documents are not transferable.
9. All Bids must be accompanied by Earnest Money Deposit (EMD) amount to **Rs 10.00 Lakhs (Rupees Ten Lakhs)** only in the form of Demand Draft/Banker’s Cheque favoring “Mission Director, NHM” payable at Bhubaneswar. Earnest Money Deposit in any other form will not be accepted. Earnest Money Deposit will not earn any interest. Tenders without EMD shall be rejected.

**Mission Director
National Health Mission, Odisha**

INSTRUCTION TO BIDDERS

1. General Instructions

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

2. Inspection of Site and Equipment

The interested bidder may inspect the equipment and their respective locations where the services are to be rendered during 10.00 AM to 5.00 PM on all working days till last date of sale of tender as given in the Schedule of Events. The tender inviting authority shall not be liable for any expenditure incurred in such inspection or in the preparation of the bids.

3. Earnest Money Deposit (EMD)

- a. The bid shall be accompanied by Earnest Money Deposit (EMD) of **Rs. 10 Lakhs** in the form of Bank Draft / Bankers cheque from any Schedule Bank in favour of "Mission Director, NHM" payable at Bhubaneswar while submitting the Tender.
- b. No Bidding entity is exempted from deposit of EMD. Bids submitted without EMD shall not be considered.
- c. The EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of the resultant agreement. The EMD of the successful Service provider will be returned without any interest, after receipt of performance security as per the terms of agreement.
- d. EMD of Bidder may be forfeited without prejudice to other rights of the bid inviting authority, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid or if it comes to notice that the information / documents furnished in its Bid is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful Bidder's EMD will also be forfeited without prejudice to other rights of bid inviting authority, if it fails to furnish the required performance security within the specified period.

4. Preparation of Bid

The bids shall be made in **two separate sealed envelopes** as follows:

- I. The **first envelope** shall be marked in bold letter as "TECHNCIAL BID" which shall be sent with forwarding letter **Appendix 'F'** and shall include the following:
 - a. Receipt regarding payment of Bid cost.

- b. Bank draft drawn in favour of "Mission Director, NHM" payable at Bhubaneswar for the amount of non refundable fee, if the Bid documents have been downloaded from web.
- c. Confirmation regarding furnishing Performance Security in case of award of agreement.
- d. Original Bid document duly stamped and signed by the authorized personnel in each page along with the Forwarding Letter confirming the performing the assignment as per **Appendix 'F'**
- e. Particulars of the Bidder as per **Appendix "D"**
- f. Implementation Plan as **Appendix "E"**
- g. Copy of the Income Tax Returns acknowledgement for last three financial years.
- h. Power of attorney in favour of signatory to tender documents and signatory to Manufacturer's Authorization letter.
- i. Copy of the certificate of registration of EPF, ESI and Service Tax with the appropriate authority.
- j. A declaration from the Bidder in the format given in the **Appendix I'** to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of a government department under Government of India or Government of any State.

In addition to the above documents

- 1. The tender of the Authorized Agent shall include the manufacturer authorization letter as per proforma given in "**Appendix B**"
 - 2. The bidder shall provide certificate of other similar services provided in private/public sector in last three years and user's certificate regarding satisfactory completion of such job as per proforma given in "**Appendix C**"
- II.** The **second envelope** shall contain the financial proposal and shall be marked in bold letters as "**FINANCIAL BID**". Prices shall be inclusive of all taxes & duties and quoted in the proforma enclosed at **Appendix "G"** as per scope of work/ service to be rendered.
- III.** Both the envelopes (Technical Bid & Financial Bid) shall be put in another **outer envelope** and shall be sealed and superscripted with "**Proposal for MRI Services**", **RFP Reference No. & Due date.**

5. Bid Validity Period

The Bids shall remain valid for "**10 years**" for acceptance and the prices quoted shall remain for the duration of the agreement. The contract may be extended for another term based on performance and mutual consent.

6. Bid Submission

The **two envelopes** containing **both technical and the financial bid** shall be put in an **Outer envelope**, which shall be sealed and superscripted with "BID Name & Reference No.....due for opening on....."

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

7. Opening of Bids:

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

EVALUATION OF BIDS

1. Scrutiny of Bids

The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Bid Enquiry Document. The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the bid inviting authority as to whether the Bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders.

2. Infirmity / Non-Conformity:

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

3. Bid Clarification:

Wherever necessary, the bid inviting authority may, at its discretion, seek clarification from the Bidders seeking response by a specified date. If no response is received by this date, the bid inviting authority shall evaluate the offer as per available information in the bid submitted.

4. Bid Evaluation

The technical bids shall be evaluated based on the eligibility criteria, documents furnished in the bid in support of that including the requirement / terms & conditions of the bid and clarification received from the bidders. The technical bids which do not meet the aforesaid eligibility / requirements of the bid are liable to be treated as **non-responsive**. Financial bids of only those bidders, who qualify in their technical bid, will be opened and evaluated.

5. Selection Process

A single bidder will be selected for providing services at all district hospitals. The technically qualified bidder with the **lowest cost per MRI scan with contrast** shall be selected.

JOB DESCRIPTION

I. Responsibilities of the Service Provider:

The Service Provider shall be responsible for operationalization of **1.5 Tesla MRI Scan facility** at **district level** to offer MRI scan services to the patients referred by the **District Hospitals**. Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider. This shall be achieved as mentioned below:

The service provider shall be allotted space by the authority and the service provider shall make complete arrangements to make MRI machine operational including procurement of 1.5 Tesla MRI scan machine. The technical specification of the MRI is given at **Appendix 'J'**

II. Scope of the Work

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

1. Transportation of patients from the **healthcare facility to MRI scan facility** and **vice versa** in a well-equipped **ALS ambulance** will be the responsibility of the service provider, in case the facility is not inside the premises of the hospital.
2. The Service Provider **shall not be entitled to levy any charge** on the **patients**. The service shall be provided completely **cashless** to all patients referred by district hospital or any public health facility.
3. The Service provider shall submit the hard soft copies of the report and images to the hospital within the stipulated time mentioned below after successful uploading of images **within 45 minutes** (Which would be simultaneously viewed at the District Hospital:
 - a) All Head injuries, trauma cases and cases declared as urgent by the referring Hospital **within 2 hours**.
 - b) All routine scan from 8 AM to 6 PM **within 6 hours**
 - c) All routine scan from 6 PM to 8 AM **before 10 AM**
4. The service provider shall also ensure, at its own cost, **IT enabled work station** at the radiology department of the district hospital, where the images and soft copy of the report of the patient should reach within the stipulated time.
5. The human resources including radiologist, anaesthesiologist, radiation safety officer and staff nurse for the MRI scan facility shall be the sole responsibility of the service provider. Service provider shall provide the signed report from qualified Radiologists having a Post Graduate Degree/Post Graduate Diploma in Radiology and imaging. Service provider shall deploy adequately trained Radiologists, Radiographer and Paramedical staff to run the facility round the clock (24x7x365).
6. Service Provider shall provide **online software driven dashboard** for monitoring of service delivery.
7. All the modalities (Manpower, Infrastructure, Logistic, Electricity etc. required for providing MRI Scan services will be responsibility of the service provider.

ELIGIBILITY CRITERIA

1. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies (maximum 3) coming together as Consortium to implement the Project. In case of a consortium, the Lead Member should have at least 51% stake of the consortium and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/country. A bidder cannot bid as a sole provider as well as a partner in a consortium. No bidder can place more than one bid in any form. In support of this, the bidder's letter shall be submitted as per proforma in **Appendix 'B'**.
2. The Bidder shall have minimum three years of experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per proforma in **Appendix 'C'**. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the bid inviting authority as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders)
3. The Bidder shall have **at least five MRI Scan Diagnostics Service Centres** (with fully trained service personnel) and **provides** reports for a minimum of **5,000 radiology images** per annum in **one or more States of India** (Information to be provided in **Appendix "D"**)
4. The Bidders are not presently blacklisted by the Purchaser or by any State Govt. or its organizations by Govt. of India or its organizations.
5. The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department.
6. The bidder shall have an average annual turnover of **Rs 10.00 Crores or more** in last three financial years **duly supported by audited accounts statement**.
7. In case of a consortium, the lead member shall be legally responsible and shall represent all consortium members, if any, in all legal matters.
8. In case of Consortium, the lead member should independently meet both the technical and financial eligibility criteria. However in case of consortium, the financial turnover of only those bidders would be collectively considered who individually meet the technical eligibility criteria.

TERMS AND CONDITIONS

1. Signing of Contract

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

2. Modification to Contract

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

Services shall be valid for a period of **10 years** from the date of approval by the bid inviting authority and it could be cancelled at any time after providing an opportunity of hearing by the bid inviting authority, in case the Service provider does not follow the rules, regulations and terms and condition of the contract.

3. Performance Security

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

4. Compliance of Minimum Wages Act and other statutory requirements

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

Legal liability to the extent of reporting of images for each reported case extends to the service provider. However overall legal responsibility of provision of medical care lies with the bid inviting authority / public health facility. The Service provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

5. Income Tax Deduction at Source

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

6. Periodicity of Payment

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

7. Damages for Mishap/Injury

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

8. Termination of Contract

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

After completion of the tenure of contract, the service provider will be allowed to vacate the space within a period of 15 days, in all the facilities where provider was providing the services.

9. Arbitration

- a. If dispute or difference of any kind shall arise between the procurer 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.
- b. If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the procurer or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the Mission Director, National Health Mission, Odisha as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his /her office or is unable to act for any reason, he / she shall be replaced by another person appointed by the Mission Director, National Health Mission Odisha to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his /her predecessor. **The award of the provision that** the Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees One Lac (Rs.1,00,000/-)

- c. Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Procurer or the service provider shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- d. Reference to arbitration shall be a condition precedent to any other action at law.
- e. Venue of Arbitration: The venue of arbitration shall be at Bhubaneswar.

10. General Terms & Conditions

- a. The project will be awarded for a period of **10 years** and the Service provider will be obliged to establish, manage and operate the project in accordance with the provisions of a Contract Agreement and terms and conditions therein. It could be cancelled at any time after providing an opportunity of hearing by the Authority, in case the service provider does not follow the rules, regulations and terms and condition of the contract.
- b. In case the authority is unable to provide the space inside the hospital, the authority shall provide space near the hospital for the establishment of MRI facility. In any of these cases **refurbished MRI scan machine is not allowed**.
- c. New Installation & continuation: The service provider shall commission the MRI Scan facility within **120 days** of the signing of the contract by both parties. In case of continuation of the service provider for subsequent contract period, this time period shall not be valid.
- d. Technology Up gradation: The machine shall be suitably upgraded by the service provider under following conditions:
 - 1) Review by a board appointed by Authority upon assessing the need for a technology up gradation. Such reviews should not be made in less than one year.
 - 2) Upon declaration of any national or international guideline accepted by Government prohibiting the use of earlier (current installed) technology.
 - 3) After completion of 2 contracts period each not less than 5 years, the entire MRI scan equipment shall be replaced.
- e. **A single price for all types of MRI Scan** including contrast has to be furnished in separate formats as per **appendix G (all types of MRI Scan in 1.5 Tesla MRI)**.
- f. The list of districts where MRI scan facilities are proposed to be established is attached as **Appendix A**.
- g. All the pre-requisites such as civil, electrical, air-conditioning, computer or any other changes in the site for installation of machine will be executed by the service provider at its own cost, with due permission of the Authority (permission required only if the space is provided by the administration). The district hospital administration will not be responsible for any loss/damage to the machine/property due to natural hazard and licensee will take adequate insurance cover at his own risk & liability for all damages arising out due to any unprecedented reasons. The service provider shall provide **round the clock security services** for the MRI scan facility at its own cost for the entire period of contract. The contract and terms thereof shall be governed by indemnification clause.
- h. All expenses on account of man power, electricity, water and other maintenance of premises and the machine, security or any other expenses incurred in the day to day running of the machine shall be borne by the service provider.

- i. The service provider shall provide a computer with connection to the server, soft ware to view the diagnosed images and its requisite peripherals at the District Hospital at its own cost.
- j. Image retention for MLC cases or otherwise would be the responsibility of the authority and the service provider shall handover the softcopy of the images to the authority as per agreement with the state. Legal responsibility of correct reporting of images lies with the service provider.
- k. **Quality Parameter of MRI Scan Machine:** The MRI scan machine (the Model to be used for MRI scan Service) must be **CE / USFDA** approved product. The **MRI scan machine provided must be AERB type approved** and it is the responsibility of the service provider to modify room layout of the installation site as per **AERB guidelines** and **get license from AERB to run this MRI scan machine. The photocopy of the type approval, CE (notified body)/USFDA certificate (for the model of MRI which is to be provided) must be submitted by the bidder in the technical bid.** It is the responsibility of the service provider to employ Radiation safety officer (RSO) for every MRI scan machine under their operation.
- l. Service Provider shall ensure best quality of tests and protocols and shall submit a half yearly report of clinical audit done by a third party or as nominated by the authority.
- m. Annual review of performance and observance of terms & conditions including quality of tests shall be carried out by a committee which shall include CDMO / CMO & Head of department of Radio diagnosis of District Hospital along with other members nominated by the authority. The report of this annual review shall form the basis for extension of the contract annually within the contract period.
- n. The provider would be allowed to use the machine for outside (non-referred) patients at cost decided by the service provider.
- o. The service provider will have to maintain an **uptime of 90%** with maximum 12 days of downtime at a stretch. In case the service provider fails to do so, the provider shall pay a sum equivalent to cost per MRI scan multiplied by total number of MRI scans done per day during the given month, for each day of shutdown beyond 12 days. If shut down extends beyond 30 days due to technical and/or administrative reasons on the part of service provider, the contract may be cancelled. Contractor shall make alternative arrangements for provision of MRI scan (including free transportation of patients) in case the machine is out of order/ broken down for period greater than 24 hours. The rates at which the Authority has engaged the service provider shall not change in any case.
- p. State authority shall make payment to the service provider for its services on **Monthly basis** through ECS for all invoices raised for the **previous month**. The Authority shall not pay the service provider any charges for **any repeat tests** resulting out of imaging errors. **In case there is a requirement for Contrast MRI after plain MRI scan has been performed, and this requirement has been confirmed by the radiology department at the district hospital, the contrast MRI shall not be counted as a repeat Scan.**
- q. A **no-fee receipt** shall be provided by the service provider to **every patient**. A copy of all such receipts shall be submitted on a monthly basis by the service provider to the District Hospital Authority. This will form the basis of monthly payment by procuring authority to the service provider for the said services. All receipts shall be subjected to a third party annual audit and the audit report submitted as part of annual work report of the service provider for that facility.
- r. The following records shall be maintained on a daily basis by the service provider:
 - 1. Daily patients register including outside as well as for patients referred by District Hospital / Medical College to be separately maintained.
 - 2. Log book for record of any breakdown/shut down of the machine/facility.

- s. The service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the MRI Scan facility. The service provider may however refer the test to another centre in case of breakdown / shutdown ensuring all other conditions pertaining to services, reports, records, patient transport and safety of processes and procedures in the referred centre.
- t. The service provider shall take a third party insurance policy to cover the patients sent by the District Hospital against any mishap during patient transport, inside the MRI scan facility and for consequences arising due to reporting error. Conforming to the provision of the consumer protection act shall be the sole and absolute responsibility/liability of the service provider.
- u. After closure of the contract agreement between the service provider and the authority, the service provider shall vacate the space occupied, if provided by the authority, within a period of 60 days.
- v. Electricity, water, medical gases and all other required amenities including waiting area for patient & patient attendant shall be the responsibility of the service provider.
- w. The service provider shall provide a resuscitation room with crash cart for providing lifesaving support if required by patients within the MRI scan facility.
- x. The service provider shall arrange for appropriate and adequate signage and IEC (information-education-communication) activities for the MRI scan machines as decided by the authority.
- y. The service provider shall abide by all the guidelines issued by the Authority and statutory bodies. In case of violation the contract could be terminated after providing an opportunity of hearing to the service provider, at one month's notice. Dispute resolution shall be as per arbitration clause as mentioned in Clause No. 9.
- z. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause for submission of Bids.
- aa. The service provider shall be responsible for storage of images and reports of all MRI scan done by the service provider including image retrieval system for a period of ten years. In case of change of service provider for any reason, the stored data and images must be transferred to the new provider for continuation of storage.
- bb. The service provider shall provide the following:
 - i) hard copy of the report along with image to the patient
 - ii) soft copy of image (through email) & hard copy of report (in the form of paper) to the respective district authority on daily basis.
 - iii) Soft copy of images in the form of CD may be submitted to the district on monthly basis.

11. Applicable Law and Jurisdiction of Court

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

SECTION VII**APPENDIX A**

Sl.	Districts to be Covered	Location of the proposed MRI Scan Centre	Space to be provided by the corresponding district Hospital (yes/No)
1	Angul	DHH, Angul	Yes
2	Balasore	DHH, Balasore	Yes
3	Bolangir	DHH, Bolangir	Yes
4	Mayurbhanj	DHH, Mayurbhanj	Yes
5	Puri	DHH, Puri	Yes
6	Keonjhar	DHH, Keonjhar	Yes
7	Kalahandi	DHH, Bhavanipatna	Yes
8	Koraput	DHH, Koraput	Yes
9	Sundergarh	DHH, Sundergarh	Yes

MANUFACTURER'S AUTHORISATION LETTER

(To be submitted by authorized agent from Manufacturer of MRI scan Machine in technical bid envelop)

To

**The Mission Director
National Health Mission, Odisha**

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

Dear Sir / Madam,

We, are the manufacturer of-----
[name of Equipment / services(s)] and hereby conform that;

1. Messrs ----- (name and address of the agent) is our authorized agent for

2. Messrs ----- (name and address of the agent) have fully trained
and experienced service personnel to provide the said services.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____
[Name & Address of the Manufacturers]

Seal

Note:

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

ASSIGNMENT OF MRI SCAN SERVICES SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

(To be submitted in Technical Bid Envelop)

Details of No. of MRI Scan Services assignments Undertaken

Sl.	Assignment Contract No & date	*Name of the Organization	Description of work/services provided	No. of MRI Scan Images carried out per Annum	Contract Price of assignment	Date of commencement	Date of completion/ Ongoing	** Was the assignment satisfactorily completed

Note: Attach extra sheet for above Performa if required.

*Attach Photocopies of the contract / work order of the assignments mentioned above

** Attach the users' certificates regarding satisfactory completion of assignments as mentioned above

Signature of Authorized

Signatory

Name & Designation:

Date:

Seal

Place:

PARTICULARS OF THE BIDDER

(To be submitted in Technical Bid Envelop)

1. Name :
2. Registered Address
3. Communication Address
4. Phone (Land Line / Mobile)
5. email id
6. Type of Organization : Prop./ Partnership / Company / Consortium /Trust/ Not for Profit Organization
7. Name of the Consortium partners with mention of who is the Lead partner (applicable only in case of Consortium):
8. Pl. mention whether having own MRI Scan diagnostic service centres :
9. Details of the MRI Scan Diagnostic Service Centres :

Sl.	Name of the MRI Scan Diagnostics Centre	Location Address	No. of MRI Scan Machines available, Make & Model	No. of MRI Scan Images carried out per Annum	Total no. of Service Personnel

(Additional Sheets to be attached in this format if space is not sufficient)

10. Number of Service Personnel:

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

11. Whether the bidder has NABL/NABH/ISO or any other accreditation?
(If yes/ whether documents attached with techno commercial bid).

12. Registration Nos.

- Registration no. of the firm
- EPF
- ESI
- Sales Tax
- VAT
- Service Tax
- PAN No.

(pl. furnish the photocopies of the above certificates in the technical bid envelop)

13. Audited Accounts Statement for past three financial years
(Pl. furnish the audited accounts statement for the past three financial years. Provisional account statement shall not be considered)

14. Copy of Income Tax Return for past three financial years

15. Brief write-up about the firm / company
(use extra sheet if necessary or provide the detail information in a separate sheet)

Signature of Authorized Signatory

Name & Designation:

Date:

Seal

Place:

Implementation Plan for this Project (1.5 Tesla MRI) **(To be submitted in Technical Bid Envelop)**

- A. Brief write-up about the firm / company & their **implementation strategy** for **this project**

Note : Pl. highlight regarding how the MRI Scan centres at different locations (as mentioned Appendix-A) shall be established, timeline, and the operation modality etc.)

- B. Proposed Model of MRI Scan Machine (1.5 Tesla) for this project :

- C. Detail specification of the proposed Model of MRI scan machine (1.5 Tesla) for this project (Also attach the detail product catalogue of the proposed model of MRI scan Machine) and parawise compliance statement of the technical specification:

- D. Quality certifications of the proposed model of MRI

Attach certificate of AERB of the proposed model (1.5 Tesla MRI)
Attach certificate of CE / USFDA of the proposed model (1.5 Tesla MRI)

(use extra sheet if necessary or provide the detail information in a separate sheet)

**Signature of Authorized Signatory
Name & Designation:**

Date:

Place:

Seal

Forwarding Letter for Technical Bid

(To be submitted in the letterhead of the bidder in the technical bid envelop)

Date:

To

**The Mission Director
National Health Mission (NHM), Odisha**

Sub. : **Tender for Services under Tender Reference No.** _____

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

We are enclosing the Bank Draft/Bankers Cheque No....., Dated.....
(amount.....) towards tender cost/fee and Bank Draft / Bankers Cheque No.....
Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn on.....
Bank in favour of "Mission Director, NHM" payable at Bhubaneswar.

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

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

Enclosures:

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

Signature of Authorized Signatory

Name & Designation:

Date:

Seal

Place:

FINANCIAL BID

(To be submitted in the letterhead of the bidder in the **financial bid envelop**)

1. Name of the Tenderer:
2. **Prices Quoted (in Rs.) per MRI Scan (including contrast) :** _____

Bidder should quote a **single price** for **all types of 1.5 Tesla MRI Scan including contrast.**

(In words.....)

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

The price (cost per MRI Scan including contrast) to be quoted should include **all factors** like equipment, HR, supportive infrastructure, all consumables, operational and maintenance cost for the project, as mentioned in the scope of work and terms & condition mentioned in Section IV & VI respectively

3. Pl. mention the type of tax _____ & the % _____, which is included in the above price.

Signature of Authorized Signatory

Name & Designation:

Date:

Seal

Place:

PROFORMA FOR BANK GUARANTEE

To

**The Mission Director
National Health Mission, Odisha**

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

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the
service provider, up to a total of..... (Amount of the guarantee in words and
figures), and we undertake to pay you, upon your first written demand declaring the service provider
to be in default under the contract and without cavil or argument, any sum or sums within the limits
of (amount of guarantee) as a foreside, 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 till _____(indicate date)

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

.....
Name and designation of the officer

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

DECLARATION BY BIDDER

(To be submitted in *Technical Bid Envelop*)

(Affidavit before Executive Magistrate / Notary Public Rs.100/- stamp paper)

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

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

Signature of the bidder:

Date:

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.100/- stamp paper.

Specification – 1.5 Tesla MRI Scan Machine

1	Operational Magnetic Field Strength	1.5 Tesla
2	Homogeneity (@ 40cm DSV)	< 0.3 PPM
3	Technology	DIGITAL RF TECHNOLOGY
4	RF Power	10-12 KW
5	FOV (Field of View)	All three planes X*Y*Z= 50cm* 50cm* 50cm
6	Gradient Strength and Slew rate	33/120 Gradient Strength and Slew rate
7	System reconstruction speed	14,000 FFT /second
8	Motion Correction	Motion correction for whole body with all weighing
9	Cerebral Perfusion	Cerebral perfusion with absolute CBF value
10	Angiography	Non-Contrast Angiography for Whole Body
11	Liver Fat & Iron quantification	Liver fat & iron quantification in a single sequence
12	Nerve Imaging	High Resolution 3D Nerve Imaging
13	Noise reduction	Acoustic Noise Reduction Technique
14	Helium Consumption	Zero Helium Consumption
15	Panel	Shall have LCD panel for Physiological Signals with built in two way intercom facility to communicate with patients
16	Equipment Standards	The proposed model must be USFDA / CE (Notified) certified
		Proposed model should have type approval from AERB
		Electrical safety should conform to standards for electrical safety IEC-60601

Note: The MRIs to be provided should be new and refurbished machines are not allowed

CHECK LIST

(To be submitted in *Technical Bid Envelop*)

The documents have to be arranged serially as per the order mentioned in checklist for ease of scrutiny.

Sl. No	Item	Whether included Yes / No	Page No.
1	Format (Check List)		
2	Bid Document Cost of Rs.5,250/- as DD		
3	The Earnest Money Deposit(s) of Rs. 10 Lakhs as DD		
4	Appendix –E (Forwarding Letter for Technical Bid)		
5	Appendix –D (Particulars of the Bidder)		
6	Appendix E (Implementation strategy for this project (16 Slice)		
7	Appendix–C (Assignments of similar nature successfully completed during the last three years)		
8	Copies of the Contract / Work Order in support of the information provided in Appendix – C		
9	Copies of the User certificate from the organization where similar work had been executed as mentioned in Appendix-C		
10	Appendix - H (Declaration Affidavit on Stamp Paper)		
11	Copies of the annual audited statement / Annual Report for 2012-13, 2013-14, 2014-15 or 2013-14, 2014-15 & 2015-16 (If audited) (Provisional statement of account shall not be considered)		
12	Copy of AERB Certificate of the MRI Scan machine proposed model		
13	Copy of CE/USFDA certificate of the 1.5 Tesla MRI scan Machine of the proposed model		
14	Copy of IEC 60601 certificate (Electrical Safety standard for MRI)		
15	Copies of the Income Tax Return for past three financial years		
16	Copy of the Registration Certificate of the Firm		
17	Copy of the EPF Certificate		
18	Copy of the ESI Certificate		
20	Copy of the Sales Tax (CST /VAT) registration certificate		
21	Copy of the Service Tax Registration Certificate		
22	Copy of PAN		

CONTRACT FORMAT

The Mission Director
National Health Mission, Odisha

Contract No. _____ Dated _____

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

Name & address of the Service Provider:

Reference: (i) Tender Enquiry Document No Datedand subsequent Amendment No , dated (if any), issued by the Tender Inviting Authority (ii) Service provider's Tender No Datedand subsequent communication(s) No Dated (if any), exchanged between the Service Provider and the procurer in connection with this tender.

THIS AGREEMENT made the Day of 2017 between (name of tender inviting authority) (hereinafter called the Procurer) of one part and (Name of service provider) (Hereinafter called the Service Provider) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:
 - (i) Terms and Conditions;
 - (ii) Location and Description of Services ;
 - (iii) Job Description;
 - (iv) Manufacturer's Authorization Form (if applicable to this tender);
 - (v) Procurer's Notification of Award.
2. In consideration of the payments to be made by the Procurer the Service Provider hereby covenants to provide the services for the specified equipments in conformity in all respects with the provisions of the Contract.
3. The Procurer hereby covenants to pay the Service Provider in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
4. The bank guarantee valid till _____ [(till the date), 2 months after expiry of entire Service Period] for an amount of Rs. _____ [(fill amount) equivalent to 5% of the cost of contract value] shall be furnished in the prescribed format given in the TE document within a period of 15 (fifteen)

days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.

5. Payment terms: The payment of services will be made against the bills raised to the Procurer by the Provider on a monthly basis after satisfactory completion of said period, duly certified by the designated official. The payment will be made in Indian Rupees.

6. Paying Authority : _____(Name of the Procurer, i.e. Office, Authority)

(Signature, name and address of authorized official)

For and on behalf of _____

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the Service Provider)

(Seal of the provider)

Date:

Place :