



ODISHA STATE HEALTH & FAMILY WELFARE SOCIETY, ODISHA

NOTICE FOR EXTENSION OF BID SUBMISSION & OPENING DATE

Bid Reference No. OSH&FWS/FDS-TR/01 : (Advt. No. 54/6 dtd. 24.12.2016, Item Sl. No.1)

**(Digitization, Transmission & Reporting of X-Ray Images
in a PPP Mode)**

The last date of submission & opening is hereby extended as follows:

The last date of submission of bid is extended to 3rd March 2017, 3 PM

Bid opening date is extended to 3rd March 2017, 3.30 PM

All other terms & conditions of the tender (including pre-bid amendment / clarification) remain unchanged.

Sd/-

Mission Director
NHM, Odisha

EXTENSION OF SUBMISSION & RECEIPT OF BID
&
PRE-BID CLARIFICATION / AMENDMENT IN RESPONSE TO QUERIES
IN PRE-BID MEETING FOR REQUEST OF PROPOSAL FOR
DIGITIZATION, TRANSMISSION & REPORTING OF X-RAY IMAGES [Bid
Reference No. OSH&FWS/FDS-TR/01, 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 which is now extended to 17.2.2017, 3 PM Date & time of opening of technical bid is to be read as 31.1.2017, 3.30 PM which is now extended to 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 CT Scan / MRI services, it is possible that some services tax may be introduced in future.	Clarification: There is no change in Price format Appendix H. It is clearly stated (In point no. 2 of Appendix H) 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 H, which is included in the price mentioned in point no. 2 of Appendix H. If the present % of service tax is Zero then they have to mention zero in the point no. 3 of Appendix H. 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 & D	Clarification Pvt. Sector means, the bidders have to provide the details of the radiology diagnostics services executed in Pvt. Hospital / Radiology diagnostics centres etc. In that case the copy of the report generated for no. of radiology images carried out per annum (generated though the database maintained by the Pvt. hospital / Radiology diagnostics centre) to be provided as a proof of the figure which is mentioned in the column " No. of radiology images carried out per Annum" of Appendix D (Point No. B). The contract price column in Appendix D (Point No. A) in that case

		<p>would be the revenue generated by the Pvt. Hospital / Radiology diagnostics centre from X-Ray services per Annum.</p> <p>Public sector / Govt. sector means, the bidders have to provide the details of the Radiology services executed in Govt./Public sector Hospitals in PPP mode. In that case the copy of the report generated for no. of radiology 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 radiology images carried out per Annum" of Appendix D (Point No. B). The contract price column of Appendix D (Point No. A) in that case would be the contract value as per PPP agreement signed between the bidder and the Govt. / PSU hospital authority.</p>
4.	Section-II (Clause 3): EMD should be reduced to Rs. 2 Lakhs	No Change
5.	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.	<p>Amended</p> <p>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 2nd year.</p>
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?	<p>Amended</p> <p>The clause 5 (Selection Process) is amended as below :</p> <p>A single bidder will be selected for providing services at all the health facilities (as per details in Section VII - Appendix A). The technically qualified bidder with the lowest cost per X-Ray Images reported shall be selected. The bidders are required to quote up to three decimal places in the financial bid format (Appendix H) and even if a tie occurs then the bid will be decided in favour of bidder having higher turnover.</p>
7.	Section IV (II. Scope of work: Clause No. 3): Clarification regarding Imaging Platforms and provide the name of the CR system available with the authority to analyze the cost of CR film & Cassettes.	<p>Clarification</p> <p>The service provider is not required to provide CR System. The Service provider shall identify the technological pathways and set up systems for digitization, transmission and reporting of X-rays.</p> <p>The service provider is required to provide digitizers / Imaging platforms other than CR</p>

		<p>System that are US (FDA) or EU (CE) approved, in the facilities where conventional X-Ray machines are available. The service provider shall put in place the required IT based solution for image transmission & reporting in the facilities where CR systems are available (the details of the availability of CR systems are mentioned in Appendix A.</p> <p>The authority shall continue to provide the conventional X-ray films (where conventional X-Ray machines are available) and CR films & cassettes (where CR systems are available).</p> <p>The name of the CR systems wherever available in the facilities are Care Stream, Fuji Film, Konica, Canon.</p>
8.	<p>Section IV (II. Scope of work: Clause No. 6) : All results shall be interpreted, diagnosed and reported within 3 hours of the test whereas in Section VI (clause 10 i), it is mentioned as 6 hours and hence necessary amendment is required.</p>	<p>Amended The Section VI (clause 10 i) is amended as : The uploading time of the images should not be more than 45 minutes after the completion of test. The images will also be made available by the service provider to the concerned hospital within 45 minutes after the completion of test. All results shall be interpreted, diagnosed and reported within 3 hours of the image transmission/ uploading, if the tests were done between 8 AM to 6 PM. However if tests were done between 6 PM to 8 AM next morning, the report would be provided on or before 12 Noon of that day.</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>
9.	<p>Section V (Eligibility Criteria - Clause No. 8) : Clarification required in case of Consortium</p>	<p>Amended In case of Consortium, the lead member should independently meet the technical eligibility criteria (Clause 1,2,4,6). However in case of consortium, if the lead member does not meet the turnover and minimum radiology service centre and radiology images criteria (Clause 3 & 5), then financial turnover & no. of radiology diagnostics centres & no. of radiology images of only those bidders in the consortium would be collectively considered who individually meet the technical eligibility criteria (Clause 1,2,4,6)</p>

10.	Section VI (Terms & Condition – Clause 3): Performance security should be fixed amount instead of 5% of the total contract value.	No Change Performance security (5% of the total contract value) shall be on the approx. total contract value to be calculated based on the cost of the reported image, the approx. volume per day mentioned in the tender document and the total days in the contract period.
11.	Section VI (Clause No. 6 - Periodicity of Payment) : 50% payment of the month should be made at the time of all invoices raised and balance 50% after verification of invoices.	Amended The clause is amended as mentioned below : The payment (100% of the invoice value) 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.
12.	Section VI (Clause No. 8, 2 nd para) : Service provider shall commence the proposed services within the 60 days of signing of the agreement otherwise the contract could be terminated. This time may be amended as within 180 days of signing of agreement.	Amended Section VI (Clause No.8, 2 nd para) is amended as : Service provider shall commence the proposed services within the 90 days of signing of the agreement otherwise the contract could be terminated.
13.	Section VI - Clause 10(d) : Provision for the storage of Images and clinical data shall be arranged by the Service Provider. However, the service provider shall handover the images & clinical data in CD form on yearly basis to concerned hospital.	Amended The Section VI - Clause 10(d) is amended as : Provision for the storage of Images and clinical data shall be arranged by the Service Provider. The concerned authority of the facility shall be the custodian of the images and no data shall be deleted without the permission of the concerned authority. The service provider shall handover the images & clinical data in CD / DVD form (as per the details of test updated in the online dashboard) on yearly basis to concerned hospital.
14.	Section VI - Clause 10 (o) : Electrical point has to be installed by the service provider : Clarification Required	Clarification Authority is responsible for provision of electricity connection at project site. However, the service provider is responsible for the electrical connection to the digitizer / imaging platform for installation.
15.	Section VI - Clause 10 (t): The minimum assured volume should be guaranteed for 3000 X-Ray images per day. Also clarification required for the term "payment would be on actual basis".	Amended Section VI - Clause 10 (t) is amended as : Minimum Assured Volume: The minimum assured volume (Approx.) shall be 1500 X-rays per working day (total of all facilities) which is based on the anticipated work load. However it is not possible to give any guaranteed minimum assured volume and hence payment would be on actual basis, i.e. on the actual no. of X-ray images digitized and reported.

16.	Most of the PHCs, CHC is located in remote places and service provider is getting difficulties in Net Connectivity. Govt. can provide lease line & LAN connectivity to service provider.	<p>Clarification</p> <p>The service provider shall be responsible for the internet connectivity for transmission of the X-Ray images. The service provider has to ensure the adequate internet connectivity based on the available internet connectivity of a particular internet service provider in that place.</p>
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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) & 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

NOTICE INVITING TENDER (NIT)

NATIONAL COMPETITIVE BIDDING

FOR

**DIGITIZATION, TRANSMISSION & REPORTING
OF
X-RAY IMAGES**

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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-TR/01

Date :

1. Odisha State Health & Family Welfare Society (O S H & F W S) invites sealed Tender from eligible service providers for Services of Digitization, Transmission & Reporting of X-Ray Images 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 3.00 Lakhs (Rupees Three 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 'H'** only.
- e. The Bids (technical and financial) shall be submitted (with a covering letter as per **Appendix 'G'**) 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. 3 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 'G'** 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 'G'**
- e. Particulars of the Bidder as per **Appendix "E"**
- f. Implementation Strategy as per **Appendix "F"**
- 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 J'** 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**" & "**Appendix D**"
- II. The **second envelope** shall contain the financial proposal and shall be marked in bold letters as "**FINANCIAL BID**". Prices shall be inclusive of all taxes & duties and quoted in the proforma enclosed at **Appendix "F"** as per scope of work / service to be rendered.
- III. Both the envelopes (Technical Bid & Financial Bid) shall be put in another **outer envelope** and shall be sealed and superscripted with "**Proposal for Digitization, Transmission & Reporting of X-Ray Images**", RFP Reference No. & Due date.

5. Bid Validity Period

The Bids shall remain valid for "**5 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 headquarter hospitals, SDH & CHCs in the state. The technically qualified bidder with the lowest cost per X-Ray images reported (without provision of Radiographer) shall be selected.

JOB DESCRIPTION

I. Responsibilities of the Service Provider:

- a. Identification of technological pathway and setting up of systems for digitization, transmission and reporting of X-ray. This would facilitate capturing of images at public facilities using public health facility medical infrastructure. Digital infrastructure / IT based solutions would be used to transfer images to Radiologist.
- b. The facilities covered under the scope of work shall include Community Health Centers (CHCs), Sub divisional hospitals (SDHs) and district headquarters hospitals (DHHs) across the state.

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. The Service provider shall identify the **technological pathways** and set up **systems for digitization, transmission and reporting** of X-rays. **Digital infrastructure / IT based solutions** should be provided used to transfer images to specialist hired/on roll of Service provider.
2. Service provider shall provide communication networks, IT peripherals and requisites software and costs thereof for seamless transmission of images.
3. The service provider is required to provide **digitizers / Imaging platforms** (other than CR System) that are **US (FDA) or EU (CE)** approved, in the facilities where conventional X-Ray machines are available. The service provider shall put in place the required **IT based solution** for image transmission & reporting, in the facilities where CR systems are available. The authority shall continue to provide only conventional X-ray films / CR films & cassettes (facilities where CR system is available). The **criteria for financial bid evaluation** shall remain the **same** irrespective of the **choice of technology** made by the bidder(s). The details of the X-Ray facilities are mentioned at **Annexure A**.
4. Service provider shall provide **training to radiographers** deployed at public health facilities for digitization and transmission of X-ray images.
5. Service provider shall transmit the report of all X-ray films/images from CHCs / SDHs / DHHs electronically.
6. All results shall be interpreted, diagnosed and reported within **3 hours** of the test, if the tests were done between 8 AM to 6 PM. However if tests were done between 6 PM to 8 AM next morning, the report would be provided on or before 10 AM of same day.
7. Service Provider shall provide **online software driven dashboard** for monitoring of service delivery.

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 manufacturer'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' & Appendix "D"**. 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 one Radiology Diagnostics Service Centre** (with fully trained service personnel) where reporting happens and provides reports for a minimum of **10,000 radiology images** per annum in one or more States of India (information to be provided in Appendix C & D with user's certificate)
4. The Bidders are not presently blacklisted by the Procurer or by any State Govt. or its organizations by Govt. of India or its organizations.
5. The bidder shall have an average annual turnover of **Rs 5 Crores or more** in last three financial years **duly supported by audited accounts statement**.
6. The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department.
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 **5 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 I**" 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 **monthly basis** through e-payment for all invoices raised. The bidder will raise its invoice on completion of services during this period duly accompanied by evidence of services provided. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws. The payment shall be in terms of **cost per reported test for X-Ray**.

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 service provider while performing duty in the procurer's / consignee's premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by the service provider.

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.

Service provider shall commence the proposed services within the **60 days** of signing of the agreement otherwise the contract could be terminated.

9. Penalization

The upkeep time of transmission and reporting services should be minimum 90%, but a single shut down shall not be more than of 10 days in a single stretch. Service provider shall make alternative arrangements for reporting of the cases at the approved rates in case the system is out of order/ shut down for greater than 24 hours. If shut down extends beyond 15 days the contract may be cancelled. For any discontinuity of services greater than 10 days the provider shall pay an average amount of revenue collected per day, for each day of shutdown despite providing alternate arrangement at the cost of the service provider. In no case shall authority pay any amount to the alternate provider.

Use of the allocated space by the service provider for any other purpose other than the approved scheme shall not be permitted.

The Service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the proposed scheme, the duration for which the license has been issued.

After completion of the tenure of tender, the provider will be required to uninstall the digital infrastructure within 30 days of the contract closure date.

10. General Terms & Conditions

- a. The Authority shall provide a list of availability of X-Ray / CR Systems at Community Health Centres (CHCs), Sub Divisional Hospitals (SDHs) and District Headquarter Hospitals (DHs) across the state.
- b. The Authority shall arrange for well-functioning X-ray machines / CR Systems and the preventive maintenance (PM) & corrective maintenance (CM) of the medical equipment shall be the responsibility of the contracting authority/state health department.
- c. The Service provider should adhere to Standard Operating Procedures (SOPs) for each of the services finalized in consultation with the Authority.
- d. Provision for the storage of Images and clinical data shall be arranged by the Service Provider. However, it will be under the custody of the concerned authority of the facility and no data shall be deleted without the permission of the concerned authority.
- e. Annual review of performance and observance of terms & conditions including quality of tests shall be carried out by a committee appointed by the authority.
- f. All the operational cost within the declared scope of work will be borne by the Service provider.
- g. All the pre-requisites such as hardware, software, computer and related peripherals, mobile connection or any other requirement such as trained manpower (where not available) shall be provided by the Service provider.
- h. Service provider will provide a signed report from qualified Radiologists having a Post Graduate Degree/Post Graduate Diploma in Radiology and imaging.
- i. The uploading time of the images should not be more than 45 minutes after the completion of test. The images will also be made available by the service provider to the concerned hospital with in the 45 minutes after the completion of test. All results shall be interpreted, diagnosed and reported within 6 hours of the image transmission/ uploading, if the tests were done between 8AM to 6PM. However if tests were done between 6PM to 8AM next morning, the report would be provided on or before 10AM of that day.
- j. The Service provider will have to manage the following records:
 - (i) Digital cases register.
 - (ii) Record of discontinuity of services at service provider's end;
 - and (iii) log book of discontinuity of services at facility end.
- k. The service provider shall impart training to radiographers for digitization of the images
- l. The patient information and images shall be tagged to a unique ID generated by the service provider. The codification shall follow GS1 standards as given by Ministry of Commerce, Govt. of India.
- m. Existing security arrangement in concerned health institution will be extended to

- equipments installed by the successful bidder.
- n. Service provider has to utilize the existing power back up facility wherever available.
 - o. Required electrical point has to be installed by the service provider.
 - p. Required Internet connectivity for providing services has to be arranged by the service provider
 - q. Arranging stationeries required for providing reports, printer etc. will be the responsibility of the service provider.
 - r. Service provider will provide report (soft copy through email and hard copy in paper form) to the district authority.
 - s. Selection of technology pathway to be utilized for image transmission will be the responsibility of the service provider.
 - t. Minimum Assured Volume: The Minimum assured volume shall start from the date of complete implementation of the program or 3 months from the date of signing of the contract, whichever is later. The minimum assured volume shall be 1500 X-rays per working day (Approx.). However, payment would be on actual basis.

11. Arbitration

- a. If dispute or difference of any kind shall arise between the purchaser and the firm/contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b. If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the purchaser or the firm/contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the 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 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 Purchaser or the firm / contractor 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 the place from where the contract has been issued.

12. 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.

APPENDIX A

Sl.	DISTRICT	Location of Facility	Facility Type (DH/SDH/CHC /PHC)	Description of Services Required at the corresponding facility	
				Requirement of Digitizers / Imaging Platform	Transmission of Images and reporting
1	Angul	Angul	DHH	No (as CR system available)	Yes
2		Talcher	SDH	Yes	Yes
3		Athmallik	SDH	Yes	Yes
4		Pallahara	SDH	Yes	Yes
5		Khamar	CHC	Yes	Yes
6	Balasore	Balasore	DHH	No (as CR system available)	Yes
7		Nilagiri	SDH	Yes	Yes
8		Khantapara	CHC	Yes	Yes
9		Basta	CHC	Yes	Yes
10		Jaleswar Pur	CHC	Yes	Yes
11		Khaira	CHC	Yes	Yes
12		Soro	CHC	Yes	Yes
13		JK Bhatta Hosp.	CHC	Yes	Yes
14	Bargarh	Bargarh	DHH	No (as CR system available)	Yes
15		Padampur	SDH	Yes	Yes
16		Sohela	CHC	Yes	Yes
17	Bhadrak	Bhadrak	DHH	No (as CR system available)	Yes
18		Chandbali	CHC	Yes	Yes
19		Dhamanagar	CHC	Yes	Yes
20		Tihidi	CHC	Yes	Yes
21		Basudevapur	CHC	Yes	Yes
22	Bolangir	Bolangir	DHH	Yes	Yes
23		Titlagarh	SDH	Yes	Yes
24		Patnagarh	SDH	Yes	Yes
25		Kantabanjhi	CHC	Yes	Yes
26	Boudh	Boudh	DHH	No (as CR system available)	Yes
27		Adenigarh	CHC	Yes	Yes
28		Manamunda	CHC	Yes	Yes
29	Cuttack	City Hospital	DHH	Yes	Yes
30		Banki	SDH	Yes	Yes
31		SDH-Athagarh	SDH	Yes	Yes
32		Buxibazar	CHC	Yes	Yes
33		Maniabandha	CHC	Yes	Yes
34		Baramba	CHC	Yes	Yes
35		Adashpur	CHC	Yes	Yes
36		Mahanga	CHC	Yes	Yes
37		Salepur	CHC	Yes	Yes
38		Narsinghpur	CHC	Yes	Yes

Sl.	DISTRICT	Location of Facility	Facility Type (DH/SDH/CHC /PHC)	Description of Services Required at the corresponding facility	
				Requirement of Digitizers / Imaging Platform	Transmission of Images and reporting
39	Deogarh	Deogarh	DHH	No (as CR system available)	Yes
40		Tileibani	CHC	Yes	Yes
41	Dhenkanal	Dhenkanal	DHH	No (as CR system available)	Yes
42		Kamakhyanagar	SDH	Yes	Yes
43		Hindol	SDH	Yes	Yes
44		Bhubana	CHC	Yes	Yes
45		Parajang	CHC	Yes	Yes
46	Gajapati	Gajapati	DHH	No (as CR system available)	Yes
47		Kasinagar	CHC	Yes	Yes
48	Ganjam	City Hospital	DHH	Yes	Yes
49		Bhanjanagar	SDH	Yes	Yes
50		Chatrapur	SDH	Yes	Yes
51		Gallery	CHC	Yes	Yes
52		Khallikote	CHC	Yes	Yes
53		Patrapur	CHC	Yes	Yes
54		Polsara	CHC	Yes	Yes
55		Badagada	CHC	Yes	Yes
56		Sheragada	CHC	Yes	Yes
57	Jagatsinghpur	Jagatsinghpur	DHH	No (as CR system available)	Yes
58		Erasama	CHC	Yes	Yes
59		Manijanga	CHC	Yes	Yes
60		Paradip	CHC	Yes	Yes
61	Jajapur	Jajapur	DHH	Yes	Yes
62		Danagadi	CHC	Yes	Yes
63		JK Road	CHC	Yes	Yes
64	Jharsuguda	Jharsuguda	DHH	No (as CR system available)	Yes
65		Lakhanpur	CHC	Yes	Yes
66	Kalahandi	Kalahandi	DHH	No (as CR system available)	Yes
67		Dharmagarh	SDH	Yes	Yes
68		Jaipatna	CHC	Yes	Yes
69		Junagarh	CHC	Yes	Yes
70		M. Rampur	CHC	Yes	Yes
71		Kesinga	CHC	Yes	Yes
72	Kandhamal	Kandhamal	DHH	No (as CR system available)	Yes
73		Baliguda	SDH	Yes	Yes
74		Daringibadi	CHC	Yes	Yes
75		G. Udayagiri	CHC	Yes	Yes
76		Phiringia	CHC	Yes	Yes
77		Tikabali	CHC	Yes	Yes
78		Tumudibandha	CHC	Yes	Yes
79		Sarangagarh	CHC	Yes	Yes

	DISTRICT	Location of Facility	Facility Type (DH/SDH/CHC /PHC)	Description of Services Required at the corresponding facility	
				Requirement of Digitizers / Imaging Platform	Transmission of Images and reporting
80	Kendrapara	Kendrapara	DHH	No (as CR system available)	Yes
81		Aul	CHC	Yes	Yes
82		Patkura	CHC	Yes	Yes
83		Mahakalapada	CHC	Yes	Yes
84	Keonjhar	Keonjhar	DHH	No (as CR system available)	Yes
85		Anandpur	SDH	Yes	Yes
86		Champua	SDH	Yes	Yes
87		Sainkul	CHC	Yes	Yes
88		Ghatgaon	CHC	Yes	Yes
89		Telkoi	CHC	Yes	Yes
90		Harichandanpur	CHC	Yes	Yes
91		Barbil Hosp.	CHC	Yes	Yes
92	Khurda	Khurda	DHH	Yes	Yes
93		Capital Hospital	DHH	Yes	Yes
94		Balipatna	CHC	Yes	Yes
95		Banapur	CHC	Yes	Yes
96		Tangi	CHC	Yes	Yes
97		Bolagarh	CHC	Yes	Yes
98	Koraput	Koraput	DHH	No (as CR system available)	Yes
99		Jayepur	SDH	Yes	Yes
100		Laxmipur	CHC	Yes	Yes
101		Police hospital	CHC	Yes	Yes
102		GH, Sunabeda	CHC	Yes	Yes
103	Malkangiri	Malkangiri	DHH	No (as CR system available)	Yes
104		Kalimela	CHC	Yes	Yes
105		Mathili	CHC	Yes	Yes
106		BDP Chitrokonda	CHC	Yes	Yes
107	Mayurbhanj	Mayurbhanj	DHH	No (as CR system available)	Yes
108		Karanjia	SDH	Yes	Yes
109		Udala	SDH	Yes	Yes
110		Rairangpur	SDH	Yes	Yes
111		Bahalda	CHC	Yes	Yes
112		Betnoti	CHC	Yes	Yes
113		Jashipur	CHC	Yes	Yes
114	Nawarangpur	Nawarangpur	DHH	No (as CR system available)	Yes
115		DNK Umakote	CHC	Yes	Yes
116	Nayagarh	Nayagarh	DHH	No (as CR system available)	Yes
117		Sarankul	SDH	Yes	Yes
118		Ranapur	CHC	Yes	Yes
119		Dasapalla	CHC	Yes	Yes
120		Khandapara Hosp.	CHC	Yes	Yes

Sl.	DISTRICT	Location of Facility	Facility Type (DH/SDH/CHC /PHC)	Description of Services Required at the corresponding facility	
				Requirement of Digitizers / Imaging Platform	Transmission of Images and reporting
121	Nuapada	Nuapada	DHH	No (as CR system available)	Yes
122		Khariar	CHC	Yes	Yes
123	Puri	Puri	DHH	No (as CR system available)	Yes
124		Charichhak	CHC	Yes	Yes
125		Nimapada	CHC	Yes	Yes
126		Panidol	CHC	Yes	Yes
127		Sakhigopal	CHC	Yes	Yes
128	Rayagada	Rayagada	DHH	No (as CR system available)	Yes
129		Gunupur	SDH	Yes	Yes
130		Muniguda	CHC	Yes	Yes
131	Sambalpur	Sambalpur	DHH	No (as CR system available)	Yes
132		Redhakhhol	SDH	Yes	Yes
133		Kuchinda	SDH	Yes	Yes
134		Fasimal	CHC	Yes	Yes
135	Sonepur	Sonepur	DHH	Yes	Yes
136		Birmaharajpur	SDH	Yes	Yes
137		Dunguripalli	CHC	No (as CR system available)	Yes
138	Sundergarh	Sundergarh	DHH	No (as CR system available)	Yes
139		RGH, Rourkela	DHH	No (as CR system available)	Yes
140		Panpose	SDH	Yes	Yes
141		Bonaigarh	SDH	Yes	Yes
142		Baragaon	CHC	Yes	Yes
143		Hemagiri	CHC	Yes	Yes
144		Koida	CHC	Yes	Yes
145		Gurundia	CHC	Yes	Yes
146		Kumarmunda	CHC	Yes	Yes
147		Birikera	CHC	Yes	Yes
148		GH, Rajgangapur	CHC	Yes	Yes
149		Majhapara	CHC	Yes	Yes

NB : In all the above facilities, Radiographers shall be provided by the concerned authority and is not the responsibility of the service provider.

MANUFACTURER'S AUTHORISATION LETTER

(To be submitted by authorized agent in technical bid)

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.

**EQUIPMENT INFRASTRUCTURE DETAILS OF THE EXISTING RADIOLOGY
DIAGNOSTICS SERVICE CENTRES**

A. Name of Radiology Diagnostics Service Centre :

Sl.	Name of Equipment	Qty	Make	Model

B. Name of Radiology Diagnostic Service Centre :

Sl.	Name of Equipment	Qty	Make	Model

(Add similar table for each Radio Imaging Diagnostics service centre and add additional sheets if the space provided is not sufficient)

Signature of Authorized Signatory

Name & Designation:

Date:

Seal

Place:

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

(To be submitted in Technical Bid Envelop)

A. Details of No. of Similar assignments Undertaken

Sl.	Assignment Contract No & date	*Name of the Organization	Description of work/services provided	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

B. Details of Capability in terms of No. of Radiology Images Carried out per Annum

Sl.	Assignment Contract No & date	Name of the Organization	Name & Place of the Radiology Diagnostic Lab where tests undertaken	*No. of Radiology Images carried out per Annum

Note: Attach extra sheet for above Performa if required.

*Attach the users' certificates from the organization / documents regarding no. of Radiology images carried out as mentioned above.

Signature of Authorized Signatory

Name & Designation:

Date:

Place:

Seal

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 clinical diagnostic service centres :
9. Details of the Radiology Diagnostic Service centres in the region:

Sl.	Name of the Radiology Diagnostics Centre	Location Address	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

(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 system for digitization, transmission & reporting of X-Ray images at different locations (as mentioned Appendix-A) shall be established, timeline, and the operation modality etc.)

- B. Proposed Model of **digitizers / Imaging platforms** for this project :

- C. Detail specification of the proposed **digitizers / Imaging platforms** for this project (Also attach the detail product catalogue of the proposed model of **digitizers / Imaging platforms** :

- D. Details regarding **IT based solution** for image transmission & reporting :

- E. Quality certifications of the proposed **digitizers / Imaging platforms**

Attach certificate of CE / USFDA of the proposed model of **digitizers / Imaging platforms**

(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 **Image Transmission & Reporting of Radiology Images**

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 the Tenderer.....

Seal of the Tenderer.....

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.)** : _____

Bidder should quote the **cost per X-Ray image reported** including all taxes.
(all cost related to digitization, transmission & reporting of X-Ray images as per scope
of work and terms & conditions mentioned in Section IV & VI respectively)

In words.....)

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

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

Signature.....

Name.....

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

I / We agree that we shall keep our price valid for a period of five 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.

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) as DD		
4	Appendix –G (Forwarding Letter for Technical Bid)		
5	Appendix –D (Particulars of the Bidder)		
6	Manufacturer’s Authorization Letter (Appendix – B)		
7	Implementation strategy for this project (Appendix – E)		
8	Copy of the CE/USFDA certificates of the Digitizers / Imaging Platform		
9	Equipment Infrastructure Details of Radiology Diagnostics Service Centre (Appendix – C)		
10	Appendix–D (Assignments of similar nature successfully completed during the last three years)		
11	Copies of the Contract / Work Order in support of the information provided in Appendix – C & D		
12	Copies of the User certificate from the organization where similar work had been executed as mentioned in Appendix-C & D		
13	Appendix - J (Declaration Affidavit on Stamp Paper)		
14	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)		
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		
19	Copy of the Sales Tax (CST /VAT) registration certificate		
20	Copy of the Service Tax Registration Certificate		
21	Copy of PAN		

Contract form for Image Transmission & Reporting of Radiology Images

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 2016 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 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 :