

ZILLA SWASTHYA SAMITI BHADRAK

Government of Odisha Enterprise)

Website: www.bhadrak.nic.in,

Bid Reference No. 4991/18.5.2021

TENDER DOCUMENT
FOR
PROVISION OF 128 SLICE
COMPUTED TOMOGRAPHY (CT)
SCAN SERVICES AT DISTRICT
HEAD QUARTER HOSPITAL
BHADRAK IN A PPP MODE

08

PC2

INDEX

| SI. NO. | DESCRIPTION | PAGE NO. |
|---------|--|-------------------|
| 1 | NOTICE INVITING TENDER | 3-4 |
| 2 | SECTION – I INSTRUCTION TO BIDDERS | 5-7 |
| 3 | SECTION – II GENERAL DEFINITION & SCOPE OF CONTRACT | 8-9 |
| 4 | SECTION – III TENDER SCHEDULE | 10-11 |
| 5 | SECTION – IV SCHEDULE OF REQUIREMENT | 12 |
| 6 | SECTION – V SPECIAL CONDITIONS OF CONTRACT | 13-23 |
| 7 | SECTION – VI GENERAL CONDITIONS OF CONTRACT | 24-51 |
| 8 | SECTION - VII TECHNICAL SPECIFICATIONS | 52-56 |
| 9 | SECTION - VIII FORMATS OF BID SUBMISSION | 57- 80 |
| 10 | SECTION -IX ANNEXURES – FOR SELECTED BIDDERS | 82-90 |

ZILLA SWASTHYA SAMITI BHADRAK-756100

NOTICE INVITING BID

Bid Reference No.: 4991 Date: 18/05/21

Bids Expression of interest are invited from eligible bidders for provision of 128 slice computed tomography (CT) scan services at DHH Bhadrak in a PPP mode as per the particulars mentioned below:

| Sl. No. | Particulars | Date and time |
|---------|---|--|
| 1. | Date & time of release of bid | 18.05.2021 |
| 2. | Date & time of Pre-bid meeting and feasibility survey by intending bidder | 25.05.2021 Venue:-Confrence Hall ,CDM & PHO Office,Bhadrak |
| 3. | Last date & time of submission of bid | 01.06.2021 upto 5 PM |
| 4. | Date & time of Technical bid opening | 02.06.2021 at 11.00 AM |
| 5. | Date of demonstration of Equipment (if required by the Tender Inviting Authority for some equipments) | To be informed to those bidders whose bids are found to be technically responsive based on documents furnished in technical bid. |
| 6. | Date of opening of Price Bid | To be informed to the qualified bidders |

The bid document with all information relating to the bidding process including cost of bid document, EMDs, Prequalification criteria and terms & conditions are available in the websites: www.bhadrak.nic.in .The Authority reserves the right to accept / reject any part thereof or all the bids without assigning any reason thereof.


Collector & DM Bhadrak

**SECTION I
INSTRUCTION TO BIDDERS**

- 1.1 **The ZILLA SWASTHYA SAMITI BHADRAK** - (Tender Inviting Authority) is a district level committee of Odisha State Health & Family Welfare Society for providing services to the various health related programs under the Department of Health & Family Welfare ,Govt of Odisha. The President Zilla Parishad Bhadrak is the chairman and Collector & DM Bhadrak is Co-Chairman and Executive head of ZSS Bhadrak.
- 1.2 This 'Bid Document' contains the following:
- Section I: Instruction to bidders
 - Section II: Scope and Description of Contract
 - Section III: Bid Schedule
 - Section IV: Schedule of Requirement
 - Section V: Specific Conditions of Contract
 - Section VI: General Conditions of Contract
 - Section VII: Technical Specifications
 - Section VIII: Formats for bidder for Submission of Bid (Technical bid)
 - Section IX: Annexures [Formats for the successful bidder(Supplier) after finalization of bid]
- 1.3 The Bidders/Guest Users can download the bid document from our website i.e www.bhadrak.nic.in

14 PARTICIPATION IN BID

1.4.1 DELETED:

1.4.2 DELETED

1.4.3 DELETED

1.4.4 DELETED

1.4.5 PREPARATION OF BID

The detail guideline for preparation of bid is mentioned at General condition of Contract- Section VI (**Clause 6.4 – 6.7 & 6.17**)

1.4.6 PAYMENT OF EMD AND COST OF BID DOCUMENTS:

The detail guideline for payment of EMD & Cost of Bid Documents is mentioned at General Condition of contract- Section VI (**Clause 6.5 - 6.7**)

1.4.7 SUBMISSION AND SIGNING OF BID

The detail guideline for submission of & signing of bid is mentioned at General Condition of Contract- Section VI (**Clause 6.16 - 6.17**)

SECTION II

General Definitions & Scope of Contract

2.1 General Definitions

- 2.1.1 *Department* means Health & Family Welfare Department, Government of Odisha.
- 2.1.2 *Government* means Government of Odisha.
- 2.1.3 *Bid / Tender Inviting Authority* is the Collector & DM Bhadrak or Co-Chairman person of Zilla Swasthya Samiti Bhadrak, Who on behalf of the user Institution/ Government or the funding agencies calls and finalize bids and ensure supply ,installation and after sales service of the equipments procured under this bid document.
- 2.1.4 *Bid Evaluation Committee & Technical Committee* are Committees authorized by the chairman of Zilla Swasthya Samiti Bhadrak to decide on the purchase of the CT Scan and equipments.
- 2.1.5 *District Head Quarter Hospital Bhadrak* is the Govt. health care institutions under the Health & FW Department, Government of Odisha for which the equipment under this bid is procured.
- 2.1.6 *Funding agencies* are usually Directorates of Health & FW Department, Govt. of Odisha like Directorate of Health Services, Directorate of Family Welfare, Directorate of Public Health, Directorate of Medical Education & Training, Directorate of Drugs Control Administration etc. and Societies like OHS&FW, SIHFW etc. that provide funds for the procurement of drugs and equipments.
- 2.1.7 *Blacklisting/debarring* – the event occurring by the operation of the conditions under which the bidders will be prevented for a period of 3 years from participating in the future bids of Tender Inviting Authority/User Institution, more specifically mentioned in the Specific Conditions of Contract (Section V) and General Conditions of Contract (Section VI) of this bid document, the period being decided on the basis of number of violations in the bid conditions and the loss/hardship caused to the Tender Inviting Authority/User Institution on account of such violations.

2.2 Scope

- 2.2.1 The bids are invited for provision of 128 slice computed tomography (CT) scan services at DHH Bhadrak in a PPP mode of operation, the details of which are mentioned in Section IV, needed for the DHH Bhadrak of Odisha on behalf of the Government of Odisha. The Zilla Swasthya Samiti Bhadrak (hereinafter called as the Tender Inviting Authority) is acting as the central procurement agency as well as service provider for the institution. The main objective is to obtain competitive price through centralized procurement and ensure after sales service to the equipments procured under this bid. For this, the samiti, on behalf of the Depart of Health & Family welfare, Government of Odisha, will undertake and oversee the procurement process, ensure that the successful bidders are installing the equipments properly at the locations/institutions specified and provide the after sales service during the agreed period of contract in respect of the equipments installed to the satisfaction of the Tender Inviting Authority as well as the user institution.
- 2.2.2 The rate contractors can withdraw at any point of time, after the minimum price firmness period of 30 days, but not after accepting the Letter of Intent or entering into agreement with OSMCL.
- 2.2.3 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting.

SECTION III TENDER SCHEDULE

3.1. Bid Details

| | | | |
|----|-----------------------|---|--|
| 1. | Bid Reference No. | ZSS BHADRAK/2021-22_____ Dated_____ | |
| 2. | Cost of Bid Document | Rs.5,600/- (inclusive 12% GST) | |
| 3. | Earnest Money Deposit | Sl. | Name of the Item |
| | | 1 | CT Scan Service (128 Slice) in PPP Mode |
| | | EMD (Rs.) | |
| | | 10,00,000/- | |
| 3. | Earnest Money Deposit | <i>Note: The EMD may be furnished in the shape of DD / BG (in shape of one or multiple DD & the details of DD(s) are to be furnished in Format T3).</i> | |
| 4. | Validity of bid | <input type="checkbox"/> The Bids shall remain valid for 180 days from the submission of bid for the purpose of finalization of tender. <input type="checkbox"/> Agreement with the Service Provider shall be initially for a term of "5 years" and the prices quoted shall remain valid for the entire duration of the agreement. The contract may be extended for another term of "5 years" based on performance and mutual consent. | |
| 5. | Performance Security | <input type="checkbox"/> 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 of 5% of the annual contract value . The annual contract value shall be the cost of CT Scan for a year i.e. Approved Rate per CT Scan x 30 (scans per day) x 30 (days) x 12 (months) (assuming average 30 scans per day). <input type="checkbox"/> The Bank guarantee shall be as per proforma at Annexure VI , and remain valid for a period, which is six months beyond the date of expiry of the contract. The validity of the performance security shall also have to be extended accordingly based on the extension of the contract period. | |

3.2. Important Dates:

| Sl. No | Particulars | Date and time |
|--------|--|---|
| 1. | Date & time of release of bid | 18.05.2021-10.00 AM |
| 2. | Date & time of Pre-bid meeting and feasibility survey of intending bidders | 25.05.2021,11AM Venue : Conference Hall, CDM & PHO,Bhadrak |
| 3. | Last date of submission of bid | 01.06.2021 upto 5 PM |
| 4 | Date & time of Technical bid opening | 02.06.2021 |
| 5 | Date of opening of Price Bid | To be informed to the qualified bidders |

SECTION IV
SCHEDULE OF REQUIREMENT

4.1 Equipment(s) Tendered:

| Sl. | Name of the Project | No. of Locations | Place of Operation |
|------------|--|-------------------------|--|
| 1 | Operationalisation of CT Scan (128 Slice) Service in PPP mode | 1 | 1. District Head Quarter Hospital Bhadrak |

4.2 Technical Specifications:

The detailed technical specifications and other quality parameters of the above equipment are contained in Section VII.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

5.1 Scope of Work for Selection of Service Provider for PPP mode of Operation of CT Scan Service:

- 5.1.1 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 to be given.
- 5.1.2 The Service Provider shall be responsible for finance, supply, installation & commissioning of all equipment, implement, offering services, supply of parts, and maintain the Project on Supply, Own and Operate ("SOO") basis in the Public Private Partnership (PPP) mode.
- 5.1.3** The service provider shall be allotted space by the authority and the service provider shall make complete arrangements to make CT scan machine operational including procurement of CT scan machine. The technical specification of the CT scan machine is given at **Technical Specification (Section VII)**.
- 5.1.4 The Proposals would be evaluated on the basis of the prequalification criteria and other credentials furnished by the service provider. The technically qualified bidder with the lowest cost per CT scan with contrast shall be selected. The bidders are required to quote up to **three decimal places** in the financial bid and even **if a tie** occurs then the bid will be decided in favour of bidder having **higher turnover**. The Successful Service Provider would then have to enter into an Agreement with the Authority and perform the obligations as stipulated therein, in respect of the Project.
- 5.1.5 Deleted
- 5.1.6 The Service Provider shall not be entitled to levy any charge to the patients.

- 5.1.7 The service provider shall also ensure, at its own cost, **IT enabled work station** at the radiology department.
- 5.1.8 Service Provider shall provide online software driven dashboard for monitoring of service delivery. The online software shall be customized as per requirement.
- 5.1.9 The Service provider shall submit the hard soft copies of the report and images to the patient and copy of the signed report to the DHH within the stipulated time mentioned below after successful uploading of images **within 45 minutes**.
- I. All Head injuries, trauma cases and cases declared as urgent by the referring Hospital **within 2 hours**.
 - II.** All routine scan from 8 AM to 6 PM **within 6 hours**
 - III.** All routine scan from 6 PM to 8 AM **before 12 NOON**
- 5.1.10 DELETED
- 5.1.11 The human resources including in-house Radiologist, Anesthesiologist, Radiation safety officer, Staff nurse and Radiographer for the CT scan facility shall be the sole responsibility of the service provider.No additional cost to be paid for any on cal, exports and required consumables.
- 5.1.12 Service provider shall **appoint** an **in-house Radiologist** and 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 days).
- 5.1.13 All the modalities (Manpower, Infrastructure, Fire safety, Security personnel, Housekeeping/Cleaning staffs, Logistic, medical gas Electricity and any statutory requirements as per AERB guideline etc. required for operating CT Scan services shall be responsibility of the service provider.

5.1.14 Service provider shall offer radiological facility with standard software for all procedures specified in the technical specification of the CT scan machine.

5.1.15 DELETED

5.1.16 Software Up-gradation, Technology Up gradation and replacement of CT Tube:

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 CT scan equipment shall be replaced.
4. The CT tube to be replaced after the CT Tube has completed the required number of procedures as specified in the technical manual of the CT Tube or found defective during the service period.

- 5.1.17 Ensure adequate **backup** and retrieval of all data relating to tests performed during the agreement period **of 10 years** and to make the data available as and when demanded by the Authority within **24 hours**. 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.
- 5.1.18 The service provider is responsible for provision of **medical gas** in the CT scan centre and shall bear the cost in this context. The required **biomedical waste management** shall be done also by the service provider at its own arrangement.
- 5.1.19 The service provider shall provide the CT scan service to patient only referred by the hospital authority.

5.2 Facilities to be provided by the Hospital Authorities

- 5.2.1 Built up space for the complete mode of operation as specified
- 5.2.2 The Authority will provide **electricity** till the **point of services**.
- 5.2.3 Water and Sewage supply

5.3 The following operational rooms need to be setup by the service provider inside the premises:

- 5.3.1 Reception/Registration/Report collection room
- 5.3.2 Billing/Accounting room
- 5.3.3 Adequate patient waiting lobby (With sufficient seating arrangement television and air conditioning facility)
- 5.3.4 Patient preparatory room (Adjacent to gantry room with lead lining door)
- 5.3.5 CT gantry room (Design as per AERB)
- 5.3.6 Operator console room (With lead glass window & lead lining door with gantry room)
- 5.3.7 Store/record room
- 5.3.8 Radiologist/Doctor's room (With parallel viewing facility)
- 5.3.9 Deleted

- 5.3.10 Rest room (For technician/doctor)
- 5.3.11 UPS (For whole CT & Console) and Stabilizer room
- 5.3.12 DG set for power backup to all operation
- 5.3.13 The internal electrification as per requirement of the machine and associated equipment and accessories will be the responsibility of the Service Provider.
- 5.3.14 The Service Provider will also pay for the usage of electricity and water by arranging a sub-meter connection to its facility.

Note: The prospective bidder needs to visit the concerned institution sites for assessment of above operational requirement and shall also furnish a feasible report as per Format T11 in the technical bid proposal.

5.4 Pre-qualification of bidders:

- 5.4.1 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 has to furnish the manufacturer's authorization form from one OEM as per Format T6.
- 5.4.2 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 Format T8. 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).

- 5.4.3 The Bidder shall have at least **two CT 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 Format T4).
- 5.4.4 The Bidders are not presently blacklisted by the Purchaser or by any State Govt. or its organizations by Govt. of India or its organizations.
- 5.4.5 The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department.
- 5.4.6 The bidder shall have an average annual turnover of **Rs 5(five) Crores or more annually** in last three financial years **i.e. 2017-18, 2018-19 and 2019-20**. The bidder shall submit proof of the same (notary attested audited copy of audited accounts, balance sheet, annual report, etc.). Provisional Statement of accounts shall not be considered.
- 5.4.7 In case of a consortium, the lead member shall be legally responsible and shall represent all consortium members, if any, in all legal matters.
- 5.4.8 In case of Consortium, the lead member should independently meet the technical eligibility criteria (Clause no.5.4.1 to 5.4.5). However in case of consortium, if the lead member does not meet the annual turnover criteria then financial turnover (Clause no.5.4.6) of only those bidders would be collectively considered who individually meet the technical eligibility criteria(Clause no.5.4.1 to 5.4.5).
- 5.4.9 In case of Consortium, the consortium agreement should be in place before the date of Bid submission. The roles and responsibilities of each consortium members should be clearly defined.

5.5 SPECIAL CONDITIONS

- 5.5.1 The project will be awarded 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 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.
- 5.5.2 The **refurbished CT scan machine** is **not** allowed.
- 5.5.3 New Installation & continuation: The service provider shall commission the CT scan facility within **two weeks (15 days)** of the signing of the contract by both parties.
- 5.5.4 Deleted
- 5.5.5 The service provider shall provide a computer with connection to the server, software to view the diagnosed images and its requisite peripherals at the DHH Bhadrak (details mentioned in technical specification section) at its own cost.
- 5.5.6 Image retention for Medico Legal Cases (MLC) 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.
- 5.5.7 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 authority of DHH 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 CT scan facility at its own cost for the entire period of contract. The contract and terms thereof shall be governed by indemnification clause.

- 5.5.8 The CT 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 CT scan machine**. The photocopy of the **type approval, CE (from notified body) & USFDA certificate (for the model of the CT scan 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 CT scan machines under their operation.
- 5.5.9 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.
- 5.5.10 Annual review of performance and observance of terms & conditions including quality of tests shall be carried out by a committee which shall include CDM & PHO /DMO MS CUM Superintendent DHH Bhadrak medical college along with other members nominated by the authority. The report of this annual review shall form the basis for extension of the contract.
- 5.5.11 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 CT after plain CT scan has been performed, and this requirement has been confirmed by the DMO MS Cum Superintendent DHH Bhadrak. The contrast CT shall not be counted as a repeat Scan and this will be treated as separate procedures and the service provider shall

be paid for both the Plain CT and the contrast test provided both the tests has been mandated as a clinical requirement by the referring medical professional.

- 5.5.12 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 CDM & PHO Bhadrak. 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.
- 5.5.13 The following records shall be maintained on a daily basis by the service provider:
1. Daily patients register referred by DHH Bhadrak to be separately maintained.
 2. Log book for record of any breakdown/shut down of the machine/facility.
 3. Only patients registered and referred by the concerned doctor of DHH Bhadrak are allowed for the CT Scan Service.
- 5.5.14 The service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the CT 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.
- 5.5.15 The service provider shall take a third party insurance policy to cover the patients sent by the DHH Bhadrak against any mishap during patient transport, inside the CT scan facility and for consequences arising due to reporting error. Conforming to the provision of the consumer protection act shall be the sole and absolute responsibility/liability of the service provider.
- 5.5.16 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.

- 5.5.17 The service provider shall arrange for appropriate and adequate signage and IEC (information-education-communication) activities for the CT scan machines as decided by the authority.
- 5.5.18 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. 6.40.
- 5.5.19 The Authority shall receive Bids pursuant to this tender 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.
- 5.5.20 The service provider shall provide the following:
1. Hard copy of the report along with printed image to the patient
 2. Soft copy of image (through email) & hard copy of report (in the form of paper) to the DMO MS CUM Superintendent DHH Bhadrak on daily basis.

5.6 PENALTY

- 5.6.1 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 CT scan multiplied by total number of CT scans done per day during the given month, for each day of shutdown beyond 12 days.
- 5.6.2 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.

- 5.6.3 Service Provider shall make alternative arrangements for provision of CT scan (including free transportation of patients) in case the machine is out of order/ broken down for period greater than 48 hours. The rates at which the Authority has engaged the service provider shall not change in any case.
- 5.6.4 The Agency will be bound to establish the unit within the stipulated period as mentioned in clause no-5.5.3, failing which the following penalty will be levied on the agency:
- 5.6.4.1 For Delayed setting up of Unit: If the service provider is responsible for delay in setting up of unit, then a penalty of **0.1% of the performance security** deposit for each **week of delay** will be deducted from the **first billing amount** raised by the service provider. However such matters are to be reported by the Authority of DHH Bhadrak to the Tender Inviting Authority.
 - 5.6.4.2 For Non-setting up of Unit performance security of the firm shall be forfeited.
- 5.6.5 Report of CT scan should be provided by service provider to the hospital within the stipulated time mentioned above at **clause no- 5.1.9**. In delayed reporting **penalty of 20% of Cost per CT scan for the delayed reports** shall be imposed to the service provider.

SECTION VI

GENERAL CONDITIONS OF CONTRACT

6.1 Contents of the Bid Document:

This 'Bid Document' contains the following:

Section I: Instruction to Bidders

Section II: General Definition & Scope of Contract

Section III: Bid Schedule

Section IV: Schedule of Requirement

Section V: Special Conditions of Contract

Section VI: General Conditions of Contract

Section VII: Technical Specifications

Section VIII: Formats for bidder for Submission of Bid (Technical Bid)

Section IX: Annexures [Formats for the successful bidder (Supplier) after finalization of bid]

6.2 Bid Document:

6.2.1 The detailed technical specifications, Scope of Contract and terms and conditions, formats governing the Operationalisation of the CT Scan Service at DHH Bhadrak in a PPP mode are contained in this "Bid Document".

6.2.2 The bid document shall be made available in the website www.bhadrak.nic.in for downloading. Bidder shall submit Bid Document cost (mentioned in Section III) as described in clause 6.5 and non submission of the same shall be one of the primary reasons for rejection of the offer in the first round.

6.2.3 The documents shall be submitted by speed test / courier only.

6.2.4 The **general guidelines** on **e-Tender** process is as mentioned below:

6.2.4.1 Deleted

6.2.4.2 Deleted

6.2.4.3 Deleted

6.2.4.4 **Deleted**

6.2.4.5 Deleted

6.2.4.6 Deleted

6.2.4.7 Deleted

6.3 Responsibility of Verification of Contents of Bid Document:

6.3.1 The purchasers of the bid document shall examine all instructions, forms, terms and specifications in the Bid Document and verify that all the contents mentioned under clause 6.1, are contained in the 'Bid Document'.

6.3.2 Failure to furnish any information required by the bid documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

6.4 Guidelines for Preparation of Bid

6.4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and Zilla Swasthya Samiti Bhadrak, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6.4.2 In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the bid, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the bidder.

6.4.3 Language of Bid: - The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

6.4.4 The bid (in English Language only) for the provision of 128 slice computed tomography (ct) scan services at DHH Bhadrak in a PPP mode mentioned in Section IV shall be submitted along with detailed specifications. A technical leaflet /brochure / literature shall be furnished.

6.4.5 The documentary evidence regarding past performance shall be submitted along with the Bid duly attested by the bidder on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialled by the person (s) signing the offer.

6.4.6 Bidder shall submit a declaration letter as per the format given as Format T5 and copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of

the technical bid as a proof of having read and accepted the terms and conditions of the bid document.

6.4.7 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.

6.4.8 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority (www.bhadrak.nic.in). However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.

6.4.9 Deleted

6.5 Payment for e-Tenders (Bid Document Cost & EMD)

6.5.1 The **bid document cost and EMD** shall be paid by the bidder in the following manner:-

- The bid **document fee & EMD** shall have to be furnished in shape of **Demand Draft (DD)** from any nationalized in India in favour of Chairman Zilla Swasthya Samiti, payable at **Bhadrak**.
- However, the **original instrument** of the bid document cost & EMD(s) in a sealed envelope must reach the Tender Inviting Authority by post / courier on or before the last date and time of submission of bid, failing which the bid shall be rejected. The sealed envelope containing the bid document cost & EMD should be clearly super scribed as: Bid document cost & EMD, Bid Reference No. and the name of the bidder.

6.6 Bid Document Cost

- 6.6.1 The bidder has to submit the bid document cost as mentioned in Section-III and non-submission of Bid Document Cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.
- 6.6.2 All bidders shall pay bid document cost as per the instructions provided in clause 6.5. Bidders are **liable to pay bid document cost** even if any exemption is allowed in EMD.

6.7 Earnest Money Deposit (EMD):

- 6.7.1 The amount of the EMD(s) to be submitted is mentioned at Section III and Non- submission of EMD as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.
- 6.7.3 **Local MSEs** only **registered in Odisha** with the respective DICs, Khadi, Village, and Cottage & Handicraft Industries, OSIC, NSIC shall be exempted from submission of EMD, subject to submission of the valid registration certificate from the concerned authority.
- 6.7.4 None of the bidders other than those specified in clause 6.7.3 are exempted from submission of EMD.
- 6.7.5 EMD of unsuccessful bidders will be discharged/ returned within 30 days of finalization of tender.
- 6.7.6 The successful bidder's EMD will be discharged upon the bidders signing the contract and furnishing the performance security.
- 6.7.7 No interest will be paid for the EMD (In case of DD) submitted.
- 6.7.8 The EMD will be forfeited, if a bidder;
- 6.7.8.1 Misrepresents facts or submit fabricated / forged / tampered / altered / manipulated.
 - 6.7.8.2 Withdraws bid after opening of technical bid;
 - 6.7.8.3 A successful bidder fails to sign the contract after issuance of Letter of Intent
 - 6.7.8.4 Fails to furnish performance security after issuance of Letter of Intent.

6.8 Deadline for Submission of Bid

6.8.1 Deleted

6.8.2 Deleted

6.9 Modification and Withdrawal of Bids

6.9.1 Deleted

6.10 Period of Validity of Bid

6.10.1 The bid must remain valid for minimum 180 days (six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

6.10.2 The successful bidder upon entering into a contract can withdraw from the contract by giving one month prior notice after 180 days of price firmness, but not after the execution of agreement or issuance of Supply order for any of the agreed items.

6.10.3 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring or forfeiture of performance security of the successful bidder.

6.11 Rejection of Bids:

6.11.1 The bids shall be rejected in case the bidder fails to meet the pre-qualification criteria as specified in Clause 5.4 of Section V.

6.11.2 At any point of time, the Tender Inviting Authority reserves the right to reject the bid if the bidder fails to fulfil the terms & conditions of the bid document including technical specification, furnishing of relevant document & information in the required

format of the tender and demonstration (wherever required) to the satisfaction of Tender Inviting Authority. The affidavit (Format T5), Manufacturer's Authorization Form (Format T6 as per the case) must be uploaded with the relevant signature (s) and seals as asked in the format.

6.12 Notices

- 6.12.1 The Tender Inviting Authority shall publish the following information on the website www.bhadrak.nic.in in the appropriate time as part of ensuring transparency in the bid process;
- 6.12.1.1 The bid notices, documents, corrigendum, addendum etc if any.
 - 6.12.1.2 Amendments to the bid conditions, if any, especially after the pre-bid meeting.
 - 6.12.1.3 Results of the responsiveness of the technical bids.
 - 6.12.1.4 Deleted
 - 6.12.1.5 Results of the demonstration of the equipments, reasons for rejection of equipments and list of bidders qualified for price bid opening.
 - 6.12.1.6 Final List of technically qualified bidders.
 - 6.12.1.7 Summary of Online price bid opening
- 6.12.2 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract
- 6.12.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

6.13 Other Terms and Conditions

- 6.13.1 All the terms and conditions and detailed scope of work, prequalification criteria and special conditions etc mentioned in Section V shall be complied with.
- 6.13.2 The Goods & Services to be provided by the successful bidder under this contract shall conform to the Scope of work defined in Section V and Technical specifications and quality control parameters mentioned in Section VII of this document.
- 6.13.3 The bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, GST, Customs Duties etc.
- 6.13.4 In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

6.14 Pre-Bid Meeting

- 6.14.1 A pre-bid meeting will be convened to clarify the doubts of the prospective bids. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the bid document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.
- 6.14.2 Date of pre-bid meeting is mentioned in Section III.
- 6.14.3 Pre-bid meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the bid document and to get the views of the prospective bidders, or any clarifications sought by the prospective bids on bid terms & conditions / specifications etc., as part of ensuing transparency in the bid process. Response to pre-bid queries if any by the prospective bidders shall be based on the written letters from
- 6.14.4 It is an opportunity for the prospective bidder to obtain all the details about the bid items, conditions governing the bids and also to get the explanation of any ambiguous condition that may be present in the bid document.

6.14.5 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc requested by the User Institution/funding agency, so as to make amendments in the bid document on the basis of expert advice.

6.14.6 Failure to attend the Pre-bid meeting will not be a disqualification, but a loss of opportunity for the prospective bidders to understand about the items bided and the bid conditions.

Filled up Bids will be accepted only **after** the date of pre-bid meeting.

6.15 Amendment of Bid Documents:

6.15.1 At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in website i.w www.bhadrak.nic.in

6.15.2 The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to the bid. Bidders are requested to website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

6.16 Submission of Bid

6.16.1 Technical bid & price bid to be submitted **in two separate envelope superscribing technical bid –price bid as on the envelope.**

6.16.2 Deleted

6.16.3 Deleted

6.16.4 Deleted

6.16.5 Deleted

6.16.6.1 Deleted

6.16.6 **Deleted:**

6.16.6.1 Deleted

6.16.6.2 Deleted

6.16.7 RESUBMISSION AND WITHDRAWAL OF BIDS:

6.16.7.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

6.16.7.2 The Last bid should be considered as the final bid.

6.16.7.3 Deleted

6.16.7.4 Deleted

6.16.7.5 Deleted

6.16.8 Deleted

6.17 List of Documents in Bid Submission

The list of documents submitted as part of technical bid .(PART I) is as mentioned below:

6.17.1 Bid Document cost.

6.17.2 Earnest Money Deposit (s).

[**Original Instrument** of the bid document cost & EMD (s) in a sealed envelop must reach the Tender Inviting Authority by post/courier. The **original instrument** will only be received before closing date of online bid submission.

6.17.3 Format – T1 (Check List)

6.17.4 Format – T2 (Forwarding letter for technical bid)

6.17.5 Format – T3 (Details of EMD submitted)

6.17.6 Format – T4 (Details of Bidder & Service Center)

6.17.7 Format – T5 (Declaration Form)

6.17.8 Format – T6 (Manufacturer's authorization Form – in case the bidder is the authorized Importer / distributor of OEM)

6.17.9 Format – T7 (Annual Turnover Statement by Chartered Accountant of the Bidder)

6.17.10 Copies of the annual audited statements/ Annual Reports for 2017-18, 2018-19 & 2019-20 (Provisional statement of account shall not be considered).

6.17.11 Format–T8 (Performance Statement during the last three Years)

6.17.12 Copies of purchase orders & end user certificates in support of the information furnished in Format T-8

6.17.13 Format – T9 (Statement of deviation – Technical Specification)

6.17.14 Format – T10 (Para-wise compliance to Technical Specification)

- 6.17.15 Copy of the Leaflets / Technical Brochures / Product Data Sheets of the Model offered in support of the information provided in Format – T10
- 6.17.16 Copy of Quality Certificates (valid BIS/ CE/ US FDA/ IEC, etc. & ISO) of the product/ organization (As per Section VII - Technical Specification).
- 6.17.17 Copy of the GST registration certificate
- 6.17.18 Copy of PAN
- 6.17.19 Copies of IT Returns of the financial years 2017-18, 2018-19 & 2019-20

A Copy of the all the above documents bid shall to submitted along with the Original EMD (DD) & Tender document Cost (DD).

Note: No price information to be furnished in the Technical bid.

6.18 Opening of Technical Bid

- 6.18.1 The date and time of technical bid opening will be published in advance. The date and time of opening of price bid will be decided after technical bid evaluation and communicated to those bidders who qualify in the technical bid evaluation and shall be informed in advance.
- 6.18.2 The opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives as per bid schedule. The prospective bidders or his/her representative may be present at the place of opening of either technical or price bid.

6.18.3 In the event of the specified date for opening of bid being declared holiday, the Bid shall be opened at the appointed time and venue on the next working day.

6.18.4 In the event of the claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, the bid shall be rejected. However, minor infirmities in the submission of documents will be allowed to be rectified by obtaining required clarification by the Tender Inviting Authority so as to ensure qualification of maximum number of competitive offers to the final round.

6.18.5 Deleted

6.19 Evaluation of Bid

6.19.1 Technical Bid Evaluation Committee:

6.19.1.1 The documents submitted as part of the technical bids shall be scrutinized by a technical bid evaluation committee duly appointed by Co-Chairman & executive head Zilla Swasthya Samiti, Bhadrak.

6.19.1.2 The bid evaluation committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of bidder in the field, the financial solvency etc.

6.19.1.3 The decisions of the bid evaluation committee on whether the bidders are responsive or non-responsive will be published.

6.20 Deleted

6.21 Clarification of Bids

- 6.21.1 During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the bidder(s) for clarification of points raised by the bid evaluation committee on its bids submitted.
- 6.21.2 The request for clarification and the response shall be in writing, either through email or by post.

6.22 Demonstration & Assessment of Past Performance of Operation:

- 6.22.1 Deleted

6.23 Price Bids Opening

- 6.23.1 The opening of the price bid shall be done by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid.
- 6.23.2 Price Offered shall be in Indian Rupees. A single rate per CT Scan for all types of procedures including contrast has to be quoted in the price bid BoQ (Column 3 of the excel file) excluding the GST and no additional cost except the quoted rate per test shall be claimed during the contract period. The bidders are required to quote up to **three decimal places**.
- 6.23.3 Fixed price: Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.
- 6.23.4 There shall also be no hidden costs.
- 6.23.5 GST should be mentioned in the appropriate column of the Price BoQ.
- 6.23.6 Bidders in no way can alter/modify the price bid/ BOQ format, if So he is liable for disqualification.
- 6.23.7 The price (cost per CT 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 at Section-V.

6.23.8 No bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him (Except any change made by the NPPA/Govt.). Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidder in the Bids shall not be entertained after submission of the tenders. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.

6.23.9 Deleted

6.23.10 Deleted

6.23.11 Deleted

6.23.12 Deleted

6.23.13 Deleted

6.24 Price Bid Evaluation

6.24.1 The price (cost per CT 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 at Section-V.

6.24.2 The quoted price shall be taken into account for evaluation. Manual evaluation shall be carried out by the tender inviting authority based on the quoted price, correction of arithmetic error if any and the evaluation criteria mentioned above to arrive at the lowest evaluated responsive bid.

6.25 Award of Contract

6.25.1 Criteria:-The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the

technical bids and demonstration of the accessories if any, i.e. after price bid opening.

6.25.2 Deleted

6.26 Notification of Award/Letter of Intent (LOI)

6.26.1 Before expiry of the bid validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post immediately afterwards) that its bid for accessories, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.

6.26.2 The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD may be forfeited and the award may be cancelled.

6.26.3 The Notification of Award shall constitute the initiation of the Contract.

6.27 Signing of Contract

6.27.1 The successful bidder shall execute an agreement in the format as given under Annexure I for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period.

6.27.2 The successful bidder shall submit bank guarantee in the format as per Annexure VI, a performance security prescribed under cl.6.27.

6.27.3 Promptly after notification of award, within ten days from the date of the letter of intent, the successful bidder shall execute the contract (as per agreement Annexure I) on Rs.100/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

6.27.4 Deleted

6.27.5 Assignment:-The Successful bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

6.27.6 Sub Contracts: - The Successful bidder shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful bidder from any of its liability or obligation under the terms and conditions of the contract.

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

6.27.7.1 Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specifically manufactured for the Tender Inviting Authority,

6.27.7.2 Mode of Demonstration/PDI

6.27.7.3 Incidental services to be provided by the successful bidder

6.27.7.4 Mode of Installation

6.27.7.5 Place of delivery

6.27.7.6 Converting the installation of the accessories in all or any of the locations as turnkey project and

6.27.7.7 Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

6.27.8 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the successful bidder to perform any obligation under the contract, an equitable adjustment may be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly.

6.27.9 If the successful bidder doesn't agree to the adjustment made by the Tender Inviting Authority/User Institutions, the successful bidder shall convey its views to the Tender Inviting Authority/user institutions within ten days from the date of the successful bidder's

receipt of the Tender Inviting Authority's/User Institution's amendment / modification of terms of the contract.

6.28 Performance Security

- 6.28.1 There will be a performance security deposit amounting to the total value as mentioned in Section III excluding taxes, which shall be submitted by the successful bidder to the Tender Inviting Authority within 10 days from the date of issuance of Contract / Purchase order. The successful local SSI unit shall have to pay 10% of the prescribed performance security.
- 6.28.2 The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.
- 6.28.3 Upon receipt of such contract and the performance security, the Tender Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.
- 6.28.4 Failure of the successful bidder in providing performance security mentioned in Section III and/or in returning contract copy duly signed in time shall make the bidder liable for forfeiture of its EMD.
- 6.28.5 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- 6.28.5.1 It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Tender Inviting Authority/user institution.
- 6.28.5.2 In the event of any failure /default of the successful bidder with or without any quantifiable loss to the government including furnishing of User Institution wise Bank Guarantee for CMC security as per Performa, the amount of the performance security is liable to be forfeited.
- 6.28.5.3 In the event of any amendment issued to the contract, the successful bidder shall, within **ten (10) days** of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 6.28.5.4 Tender Inviting Authority/User Institution will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual

obligations including the warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.

6.28.5.5 The Bank Guarantee submitted in place of DD shall be in the prescribed format (Annexure VI); Bank Guarantee in no other form will be accepted and will lead to rejection of bids.

6.29 Delivery, Installation and Commissioning

6.29.1 The successful bidder shall visit the scheduled institution and recommend pre installation requirements at each institution. The details may be consolidated and shall submit to Tender Inviting Authority for further actions. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the operationalisation within the stipulate period, Tender Inviting Authority shall deduct **Penalty charges** as per the bid conditions specified in **clause 5.6.4**.

6.29.2 The successful bidder will have arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the User Institution. It shall be ensured that the equipments arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Bid Document.

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

6.29.4 The successful bidder is required to operationalize the project at the site within time specified under **cl 5.5.3** from the date of issue of the 'Supply Order' and demonstrate individually the specification/features as well as operation / performance of the

equipment to the satisfaction of the institution head or his/her representative and obtain an 'Commissioning Certificate' (as per format in Annexure II) duly signed and with proper stamp of the institution concerned. A proper detail of stock taking has to be obtained in the invoices from the respective User Institutions with signature and seal.

6.29.5 Deleted

6.29.6 The commissioning report shall be submitted to the tender inviting authority with details of the project and turnkey related work such as layout plan, civil construction & infrastructure development separately.

6.29.7 The Tender Inviting Authority may also depute one of its representatives or from the funding agency with prior intimation to the successful bidder to be present for inspection after the completion of the commissioning work. The signature of such official, if deputed, in the commissioning report is essential.

6.29.8 Deleted

6.30 Payment

6.30.1 No advance payments towards cost for this project will be made to the bidder.

6.30.2 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 CT after plain CT scan has been performed, and this requirement has been confirmed by the radiology department at the concerned facility, the contrast CT shall not be counted as a repeat Scan and this will be treated as separate procedures and the service provider shall be paid for both the Plain CT and the contrast test provided both the tests has been mandated as a clinical requirement by the referring medical professional.

6.30.3 The bidder will raise its invoice on completion of services during this period duly accompanied by evidences of services provided.

6.30.4 Deleted

6.30.5 Deleted

6.30.6 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful bidder at rates as notified from time to time.

6.31 Deleted

6.32 Deleted

6.33 Deleted

6.34 Deleted

6.35 Training

6.35.1 The successful bidders have to impart on-site training to Doctors/ Technicians/ para-medical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime if demanded by the User Institution to the satisfaction of the Tender Inviting Authority and User Institution.

6.35.2 Deleted

6.36 Imported Equipment

6.36.1 The Tender Inviting Authority shall no way involve in the import of the equipments from foreign countries, if such equipments are manufactured outside the country. It shall be the sole responsibility of the bidder to import the equipments offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of equipments, especially when the import is from hostile nations.

6.36.2 The bidders shall inform any advantages in prices to the Tender Inviting Authority because of reductions/exemptions in customs duty in case of imported equipment at the time of pre-bid meeting and the bid document shall be modified by amendment to that extent.

6.36.3 The Tender Inviting Authority or the user institution will not interfere in any manner with the import process and the successful bidder shall be solely responsible for supply and installation of any

equipment at the time and locations stipulated/agreed to in the bids.

6.36.4 The Tender Inviting Authority prefers to deal with the importers or Indian subsidiaries of the foreign original equipment manufacturer having a place of business in India.

6.36.5 Deleted

6.36.6 The successful bidder shall indemnify the Tender Inviting Authority from all liabilities/damages, if any, that may arise out of the conduct of the bidder in violation of foreign exchange regulations.

6.36.7 Deleted

6.37 Intellectual Property Rights (IPR)

6.37.1 The successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful bidder under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

6.37.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful bidder of the same and the successful bidder shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

6.37.3 The Successful bidder/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/ Government of India against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive Warranty/ CMC/AMC.

6.38 Corrupt or Fraudulent Practices

6.38.1 It is required by all concerned namely the User Institution/ Bidders/ Successful bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

- 6.38.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 6.38.3 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;
- 6.38.4 Tender Inviting Authority will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 6.38.5 No bidder shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this bid in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a bidder to influence the Tender Inviting Authority in the Tender Inviting Authority's bid evaluation committee, bid comparison or contract award decisions may result in rejection of the bid.

6.39 Force Majeure

- 6.39.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

- 6.39.2 If a Force Majeure situation arises, the successful bidder shall promptly notify the Tender Inviting Authority/User Institution in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority/User Institution in writing, the successful bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 6.39.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 6.39.4 In case due to a Force Majeure event the Tender Inviting Authority/User Institution is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority/User Institution will notify the successful bidder accordingly and subsequent actions taken on similar lines described in above subparagraphs.

6.40 Resolution of Disputes

- 6.40.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority/User Institution and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 6.40.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either the Tender Inviting Authority/User Institution or the successful bidder may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- 6.40.3 In the case of a dispute or difference arising between the Tender Inviting Authority/User Institution and a domestic Successful bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of the Collector & District Magistrate, Bhadrak whose decision shall be final.

6.40.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Bhadrak, Odisha.

6.41 Applicable Law & Jurisdiction of Courts

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

6.41.2 All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Bhubaneswar / High court of Odisha.

6.42 General/ Miscellaneous Clauses

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

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

6.42.3 The Successful bidder shall notify the Tender Inviting Authority/User Institution of any material change would impact on performance of its obligations under this Contract.

6.42.4 Each member/constituent of the Successful bidder(s), in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority/User Institution / Government for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.

6.42.5 The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority / User Institution / Government of Odisha against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.

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

6.43 Penalties for Non-performance

6.43.1 The penalties to be imposed, at any stage, under this bid are;

6.43.1.1 Imposition of penalties as mentioned in Clause 5.6,

6.43.1.2 Forfeiture of EMD/performance security

6.43.1.3 Termination of the contract

6.43.1.4 blacklisting/debarring of the bidder

6.43.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of bids in the first round itself and/or may lead to forfeiture of EMD or performance security as well as result in black listing/debarring of the bidder.

6.43.3 The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture or EMD/ Performance Security or leading to black-listing/debarring .

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

6.43.5 **Liquidated Damages/Penalties:-** If the successful bidder fails to commission or operationalize this project within the stipulated time frame(s) prescribed in the contract, the Tender Inviting Authority/User Institution shall, without prejudice to other rights and remedies available to the Tender Inviting Authority/User Institution under the contract, deduct from the price as mentioned in penalty clause no-5.6.

- Penal period shall start after the stipulated commissioning period as mentioned in Clause no-5.5.3.
- Once the commissioning period is exceeded, Tender Inviting Authority/User Institution may consider termination of the contract. During the above-mentioned commissioning period,

the conditions incorporated shall also apply and Tender Inviting Authority shall seek alternate measures at the risk and cost of the successful bidders.

- 6.43.6 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided as appropriate by it with a view to prevent other government institutions from procurement of equipments from such bidders.
- 6.43.7 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all bidders participating in this bid. However there will be provision for appeal before the government against the decisions of the Tender Inviting Authority.

6.44 Termination of Contract

- 6.44.1 Termination for default:- The Tender Inviting Authority/User Institution, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/User Institution), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to commission any or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.
- 6.44.2 In the event of the Tender Inviting Authority/User Institution terminates the contract in whole or in part, the Tender Inviting Authority/User Institution may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority/User Institution for the extra expenditure, if any, incurred by the Tender Inviting Authority/User Institution for arranging such procurement.
- 6.44.3 Unless otherwise instructed by the Tender Inviting Authority/User Institution, the successful bidder shall continue to perform the contract to the extent not terminated.
- 6.44.4 Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving

written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority/User Institution.

6.44.5 Termination for convenience:- The Tender Inviting Authority/User Institution reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/User Institution's) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority/User Institution. The notice shall also indicate interalia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

6.45 Damages for Mishap/Injury

6.45.1 The Tender inviting authority 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 the service provider.

6.46 Compliance of Minimum Wages Act and other statutory requirements

6.46.1 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.

6.46.2 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.

SECTION VII

TECHNICAL SPECIFICATION OF 128 SLICE CT SCAN MACHINE

- Point wise technical compliance report supported by the technical catalogue /specifications must be submitted.
- Any product quality standard or technical specification without supporting documents shall not be considered by the technical evaluation committee.
- Any information not available in the brochure/ datasheet should be verified by original equipment manufacturer on its letterhead and only then the same will be accepted by technical committee.
- **Refurbish product or model shall not be supplied.** The supplied machine should be of latest technology and not older than 3yrs. old introduced globally. The service provider shall furnish the New Machine Manufacturing Certificate from the Original Equipment Manufacturer along with import data with machine serial number during the signing of agreement.

Product Quality Standards:

1. Should be USFDA and CE (from notified body) approved model.
2. Electrical safety should conform to requirement for electrical safety as per IEC 60601 standard.
3. Should furnish the clear model approval of the quoted model from AERB.

General Requirement:

The system should be the latest generation multi-slice CT scanner capable of generating/acquiring/producing 128 or more slices per 360 degree rotation for all types of scans and applications.

CT Procedures:

1. Contrast Media Tracking
2. CT Angiography
3. CT Pulmonary Angiography
4. CT Fluoroscopy for Biopsy
5. Advances 3D analysis
6. Dynamic cerebral perfusion mapping
7. Head CT
8. Thoracic CT
9. Abdominal CT
10. Pelvic CT
11. Skeletal CT
12. Interventional CT

13. Cardiac CT

The offered product should meet the following specifications:

1. Gantry:

- a) Should incorporate low voltage slip rings technology.
- b) Minimum scan time for a 360° rotation should be less than or equal to 0.4 sec. (400 mili sec.).
- c) Should have minimum tilt of 30 degrees on either side and remote tilt should be available as standard.
- d) Gantry aperture should be at least 70 cm. in diameter.
- e) Should have ceiling suspended online imaging system inside the gantry room for CT fluoroscopy for biopsy with 17 inch medical grade LCD monitor.

2. X-Ray Generator:

- a) Should be compact and in-built in the gantry
- b) Should be high frequency having at least 70 kW output or more
- c) The mA range available should be between 20 to 600mA or more.
- d) Tube Voltage: 80 to 135 kV

3. X-Ray Tube:

- a) The anode heat storage capacity should be of atleast 7 MHU or more.
- b) Peak heat dissipation rate of anode should be at least 1000 KHU/min
- c) X-ray tube cooler unit should be inside the gantry.

4. Detectors:

- a) These should be of solid state type.
- b) The system should have at least 64 'physical rows' of the detectors.
Number of elements in each row should be specified.

5. Patient Table:

- a) Minimum weight bearing capacity of atleast 180 kilograms
- b) The minimum table top height should not be more than 45 cms from floor level for easy transport of trauma patients
- c) Table top width to be at least 40 cms
- d) The range of metal free scannable range should be at least 160 cm.

6. Spiral CT capabilities:

- a) Minimum slice thickness should be 0.63 mm or less and maximum 10 mm or more.
- b) Pitch factor (volume pitch): Variable between 0.5 to 1.5 or more and should be user selectable.
- c) Spiral length: 150cm or more.
- d) Single continuous 'spiral-on time' should be minimum 100 seconds or more.

7. Topogram:

- a) Length and width: specify range.
- b) Scan times: specify range
- c) Should be possible to interrupt acquisition manually once the desired anatomy is obtained.

8. Data acquisition system:

- a) System should have minimum 64 rows of detector capable of generating 128 slices.
- b) Mention minimum acquired slice thickness in Axial & Helical mode after reconstruction.
- c) Acquisition of cardiac images with ECG gating (prospective & retrospective) should be possible
- d) Step and shoot technique during cardiac scanning for dose reduction, or a similar alternative technology should be available.

9. Image Evaluation Tools:

- a) Parallel evaluation of multiple ROI in circle, irregular and polygonal forms.
- b) Statistical evaluation for area/volume, S.D., Mean, Min/Max and histogram.
- c) Distance and angle measurement, freely selectable positioning of coordinate system, grid and image annotation.

10. Latest Iterative Reconstruction Technique:

- a) ASIR-V/ iDose4 Premium / SAFIRE or latest available with the manufacturer to be quoted as standard.
- b) Low dose protocols for pediatric and infant scanning.

11. Image Reconstruction:

- a) Real time reconstruction speed: 20 images per second or more at 1024 x 1024 matrix.
- b) Display matrix: 1024 x 1024 or more.
- c) Reconstructed slice thickness range should be less than one mm (<1) to 10mm.

12. Image Quality:

- a) The high contrast resolution be more than 16 lp/mm in all routine scans, including spiral and axial mode
- b) The low contrast resolution should not be more than 3 mm at 0.3%

13. Patient Communication System:

An integrated intercom and automated patient instruction system (API) should be provided.

14. IMAGE TRANSFORMER/NETWORKING:

The unit should have DICOM Interface for transmitting images and information in DICOM standard and also to permit communication between devices of various manufactures. The unit should have provision for connectivity of the Hospital Information System/Radiology Information System.

15. Software and Workstation:

- a) The workstation software should be from original equipment manufacturer of the CT scan machine.
- b) Should be provided with **two independent workstations as a client server** based solution with minimum 15,000 slices with minimum 16GB RAM, 1TB storage, 19 inch medical grade LCD dual monitor and fully DICOM compatibility and complete post processing softwares as follows,
- i. Multi planar reconstruction (MPR) ,
 - ii. Minimum and Maximum intensity projection
 - iii. 3D Volume rendering
 - iv. 3D SSD (Shaded Surface Display).
 - v. Advance Vessel Analysis with plaque visualization,
 - vi. Auto Bone Removal.
 - vii. Volume measurement
 - viii. Lung Nodule analysis.
 - ix. Liver lesion analysis.
 - x. Colonography.
 - xi. Perfusion CT (Whole body including brain)
 - xii. Image Fusion of CT, MR & PET Data
 - xiii. Neuro DSA
 - xiv. Coronary tree analysis: automated 3D processing of coronary arteries, calcium scoring, stent analysis, LV analysis
 - xv. Multi-modality automatic tumour tracking & Automatic measurements in RECIST, WHO, Volume & Choi criteria calculation.
 - xvi. Virtual endoscopy.
- c) **Standard dual energy applications should be available in the system.**

- d) One workstation should be installed in the console room capable of simultaneous viewing with all post processing applications & operations independently without help of main console provided with **Two 19 inch medical grade LCD color monitor.**
- e) One true medical grade monitor of **at least 40 inch** need to be installed in the Lecturer room for educational & study purpose having facility of showing all acquired and post processed images which to be connected with console.(as specified in the scope of work section)
- f) Second workstation with medical grade monitor of **atleast 26 inch having** all post processing applications need to be installed at the HOD, Radiologist office for examination and study.

OTHER REQUIRED ITEMS:

- 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.