



Bihar Medical Services And Infrastructure Corporation Limited
4th Floor, Bihar State Building Construction Co. Ltd, Hospital Road,
Shastri Nagar, Patna (Bihar)-800023 India

TENDER FOR INSTALLATION, OPERATION AND MAINTENANCE OF CT SCAN MACHINES IN LOK NAYAK JAI PRAKASH SUPER SPECIALITY HOSPITALS IN BIHAR ON PUBLIC PRIVATE PARTNERSHIP (PPP) MODE.

Bihar Medical Services and Infrastructure Corporation Limited, Patna invites e-bids from for installation operation and maintenance of Radiology Imaging Centers (CT SCAN machine) in Lok Nayak Jai Prakash Super Speciality Hospital Patna of Bihar under Public Private Partnership (PPP) Mode.

| S.N. | Name of LNJP Hospital | Equipment to be Installed* |
|------|---|----------------------------|
| 1 | Lok Nayak Jai Prakash Super Speciality Hospital Patna | CT SCAN |

The e-bid document can be downloaded from the website www.eproc.bihar.gov.in between **11th July 2019 (10:00 Hrs.) to 01st August 2019 (15:00 Hrs.)**. The cost of the Tender Document is Rs. 10,000/- payable in the form of a Demand Draft issued by a scheduled bank in favour of **Managing Director, Bihar Medical Services and Infrastructure Corporation Limited** payable at **Patna**.

The Tender Document fee and EMD shall be submitted on or before the specified schedule at the office of BMSICL in an envelope super scribed, "Tender Document Fee & Earnest Money Deposit for Tender Reference No. **BMSICL/2019-20/ME-129**". However, hard copy of uploaded tender documents shall be provided by the bidder along with the mandatory tender document fee and EMD for evaluation purpose only. This hard copy shall under no case substitute/modify the provisions of e-tender system.

Last date for submission of online bids is **7th August 2019 by 17:00** Hrs. whereas last date for submission of original hard copy of the uploaded documents, EMD and tender document fee is **09th August 2019** by 14:00 Hrs. All bids received by due date shall be opened on **09th August 2019** at 15:00 Hrs. **in the conference hall of BMSICL**. Interested bidder may attend the same at their own cost.

Sd/-
MD, BMSICL

OPEN COMPETITIVE e-BIDDING DOCUMENT

BIHAR MEDICAL SERVICES & INFRASTRUCTURE CORPORATION LIMITED, PATNA

INVITES PROPOSAL

FOR INSTALLATION, OPERATION AND MAINTENANCE OF CT SCAN CENTERS

IN Lok Nayak Jai Prakash Super Speciality Hospital Patna OF BIHAR ON

PUBLIC PRIVATE PARTNERSHIP (PPP) MODE

The Bihar Medical Services and Infrastructure Corporation Limited (BMSICL)

**4th Floor, Bihar State Building Construction Co. Ltd,
Hospital Road, Shastri Nagar, Patna (Bihar)-800023, India**

Telephones: 0612-2283287

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SECTION - I: NOTICE INVITING TENDERS (NIT)

e-BID DOCUMENT

FOR INSTALLATION, OPERATION AND MAINTENANCE OF CT SCAN

MACHINES IN Lok Nayak Jai Prakash Super Speciality Hospital Patna OF

BIHAR ON

PUBLIC PRIVATE PARTNERSHIP (PPP) MODE

1. Bihar Medical Services and Infrastructure Corporation Limited invites bids from eligible and qualified Service Providers for INSTALLATION, OPERATION AND MAINTENANCE OF CT SCAN Machine in LNJP Hospital on Public Private Partnership (PPP) mode. The selected service provider shall charge **services at offered discounted CGHS, Patna rates** from all patients (Government referred or private referred).
2. The equipment to be installed in the centers on the basis of deliverables as provided in the Tender document Clause 7 of Section II A & in the technical specification V of bid document shall be brand new USFDA/ EU-CE certified model (Notified Body), having a minimum 16 Slices. The import of brand new machine shall be provided at the time of installation (import document in case of imported machine) factory certificate in case of indigenous machine.
3. The Hospital for establishment of CT SCAN Centers are enlisted below:

| S.N. | Name of Hospitals | Equipment to be Installed* |
|------|--|----------------------------|
| 1 | LOK NAYAK JAI PRAKASH SUPER SPECILITY HOSPITAL, PATNA | CT SCAN |

4. The detailed terms and conditions may be downloaded from the website www.eproc.bihar.gov.in
5. Interested service providers are requested to submit their e-bidding documents online on the website www.eproc.bihar.gov.in on or before the scheduled date mentioned as above. Hard copy of bids along with EMD and Tender Document Fee should be sent by registered post/ Speed post/ By hand to the office of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, **4th Floor, Bihar State Building Construction Co. Ltd, Hospital Road, Shastri Nagar, Patna (Bihar)-800023, India.**

Interested service providers should submit bid along with **EMD in the form of Bank Draft issued by a schedule bank / Bank Guarantee (as per Annexure VIII) INR Five (05) Lac in case of CT SCAN,** in favor of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna and payable at Patna.

6. **Joint venture Consortium are allowed. However sub-contract in any form in whole or part is not permitted during the entire contract period.**

7. Contract period shall be ten years (10 years) from the date of commissioning of services.

8. For any further clarifications, please contact Equipment Wing of BMSICL, Phone: + (91) 0612-2283287 only during official working hours, as well as on mobile no. 8544402312/854440251 To participate in E-Tendering the tenderer will have to be registered with E-Tendering service provider. For this help desk first floor, M/22, Bank of India building, Road no.-25, Sri Krishna Nagar Patna-800020, Tele Phone no.-0612-2523006, Mobile No. - 7542028164 can be approached.

Sd/-
MD, BMSICL

SECTION – II: GENERAL INSTRUCTIONS TO BIDDERS (GIT)**CONTENTS**

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A. PREAMBLE

1. Definitions and Abbreviations: - Unless the context otherwise requires, the following terms whenever used shall have the following meanings:

Definitions: -

“Applicable Law” means all Acts, statutes and laws promulgated or brought into force and effect by the Central Government of India or the Government of Bihar or Local Government(s) in the State of Bihar, including regulations and rules, bye laws, ordinances or notifications made/issued by them and as from time to time may be amended, modified, supplemented, extended or re-enacted, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Contract;

“Bidder” means Bidder/ the Individual/Firm or company or consortium submitting Bids / Quotation / Tender.

“Contract” means the written agreement entered into between the Tender Inviting Authority and/or consignee and the service provider, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

“Effective Date” means the date on which the Contract comes into force and effect pursuant to General Conditions of Contract;

“Earnest Money Deposit” (EMD) means Bid Security to be furnished by a bidder along with its bidding documents.

“GCC” means these General Conditions of the Contract;

“Goods” means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, associated software, industrial plant etc. which the service provider is required to supply to the Tender Inviting Authority under the contract.

“Government” means the Government of Bihar, as applicable;

“Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

“Local Authority” means the concerned LNJP Hospital.

“Local currency” means the currency of the Government of India;

“Manufacturer” means original equipment manufacturer of the quoted product in this tender.

“Performance Security” means monetary or financial guarantee to be furnished by the successful bidder before signing of the agreement for due performance of the contract placed on it.

“Personnel” means persons hired by the Service Provider (bidder) as their employees or otherwise and assigned to the performance of the Services or any part thereof;

“Party” means LNJP Hospital or Service Provider, as the case may be, and **“Parties”** means both of them;

“Services” means services allied and incidental to the supply of goods, and services such as transportation, installation, commissioning, provision of technical assistance, training, after sales

service, maintenance service and other such obligations of the service provider covered under the contract.

“Specification” means the document/standard that prescribes the requirement with which goods or service has to confirm.

“Service provider” means the individual or the firm supplying the goods and services as incorporated in the contract.

“Tender” means Bids/Quotation/Tender received from a Service Provider/Firm/Bidder.

“Third Party” means any person or entity other than the Government, the BMSICL or the Service Provider.

Abbreviations:

“AERB” means Atomic Energy Regulatory Board

“BG” means Bank Guarantee

“CD” means Custom Duty

“CENVAT” means Central Value Added Tax

“CMC” means Comprehensive Maintenance Contract (Labour, spare and Preventive/ breakdown maintenance)

“CS/CMO” means Civil Surgeon / Chief Medical Officer

“CST” means Central Sales Tax

“DoH” means Department of Health, Govt. of Bihar

“MCH” means the Medical College and Hospital

“GCC” means General Conditions of Contract

“GIT” means General Instructions to Bidders

“GST” means Goods and Service Tax

“HOD” means Head of Department

“MCH” means the Medical College and Hospital

“NIT” means Notice Inviting Tenders

“RKS” means Rogi Kalyan Samiti

“SCC” means Special Conditions of Contract

“SIT” means Special Instructions to Bidders

"BMSICL" means Bihar Medical Services and Infrastructure Corporation Limited

“TE Document” means Tender Enquiry Document

“TIA” means Tender Inviting Authority i.e. BMSICL

“VAT” means Value Added Tax

2. Introduction

2.1 BMSICL has issued this tender document for installation, operation and maintenance of CT SCAN Machines at **Lok Nayak Jai Prakash Super Speciality Hospital Patna** of Bihar on public private partnership mode for a period of ten years.

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

2.3 Before formulating the tender and submitting the same to the Tender Inviting Authority, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

2.4 The service provider shall enter into agreement with **Lok Nayak Jai Prakash Super Speciality Hospital Patna** separately.

2.5 “Service providers are encouraged to submit their respective bids after visiting the state and ascertaining for themselves the site conditions, location, surroundings, climate, access to sites, emergency medical needs, healthcare infrastructure, applicable laws, permits and regulations and any other matter considered relevant by them.”

2.6 It shall be deemed that by submitting the bid, the service provider has:

- Made a complete and careful examination of the bidding documents;
- Received all relevant information requested from the authority;
- Satisfied itself about all matters, things and information including matters required for submitting an informed bid, execution of the project in accordance with the bidding documents and performance of all of its obligations thereunder;
- Acknowledged and agreed that any of these matters shall not be a basis for any claim for compensation, damages, extension of the time for performance of its obligations, loss of profits etc. from the authority, or a ground for termination of the contract/agreement; and Agreed to be bound by the undertakings provided by it under and in terms hereof.

3. Language of Tender

3.1 The e-tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the Tender Inviting Authority, shall be written in the English language, unless otherwise specified in the Tender Enquiry.

However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

3.2 The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the Tender Inviting Authority, may

3.3 also be written in the Hindi language, provided that the same may be supplemented by English translation, in which case, for purpose of interpretation of the tender etc. the English translations shall prevail.

4. Eligible Bidders

This invitation for e-tenders is open to all Service Providers located in India having legal presence in India or the Indian subsidiaries of Foreign Service providers who fulfill the eligibility criteria specified in this document.

5. Eligible Goods and Services

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

6. Tenure of the Project

The Service provider shall provide services for a period of ten (10) years as per the agreement signed with the respective LNJP Hospital.

7. Responsibility of Service provider

- a. The service provider shall refurbish the provided space as per requirement of equipment to be installed at own cost. The service provider shall follow the AERB Guidelines for refurbishing the covered space.
- b. The service provider shall be responsible for providing Diagnostics report as per the list provided below and the Equipment installed by the service provider must be suitable to perform the same.

Diagnostic tests to be performed by CT SCAN Machine

- CT SCAN Head – Without Contrast
- CT SCAN Head – With Contrast
- CT SCAN Orbits – Without Contrast
- CT SCAN Orbits – With Contrast
- CT SCAN Nasopharynx and PNS – Without Contrast
- CT SCAN Nasopharynx and PNS – With Contrast
- MR for Salivary Glands with Sialography

- CT SCAN Neck - Without Contrast
- CT SCAN Neck- with contrast
- CT SCAN Shoulder – Without contrast
- CT SCAN Shoulder – With contrast
- CT SCAN shoulder both Joints - Without contrast
- CT SCAN Shoulder both joints – With contrast
- CT SCAN Wrist Single joint - Without contrast
- CT SCAN Wrist Single joint - With contrast
- CT SCAN Wrist both joints - Without contrast
- CT SCAN Wrist Both joints - With contrast
- CT SCAN knee Single joint - Without contrast
- CT SCAN knee Single joint - With contrast
- CT SCAN knee both joints - Without contrast
- CT SCAN knee both joints - With contrast
- CT SCAN Ankle Single joint - Without contrast
- CT SCAN Ankle single joint - With contrast
- CT SCAN Ankle both joints - With contrast
- CT SCAN Ankle both joints - Without contrast
- CT SCAN Hip - With contrast
- CT SCAN Hip – without contrast
- CT SCAN Pelvis – Without Contrast
- CT SCAN Pelvis – with contrast
- CT SCAN Extremities - With contrast
- CT SCAN Extremities - Without contrast
- CT SCAN Temporomandibular – B/L - With contrast
- CT SCAN Temporomandibular – B/L - Without contrast
- CT SCAN Temporal Bone/ Inner ear with contrast
- CT SCAN Temporal Bone/ Inner ear without contrast
- CT SCAN Abdomen – Without Contrast
- CT SCAN Abdomen – With Contrast
- CT SCAN Breast - With Contrast
- CT SCAN Breast - Without Contrast
- CT SCAN Spine Screening - Without Contrast
- CT SCAN Chest – Without Contrast
- CT SCAN Chest – With Contrast
- CT SCAN Cervical/Cervico Dorsal Spine – Without Contrast
- CT SCAN Cervical/ Cervico Dorsal Spine – With Contrast
- CT SCAN Dorsal/ Dorso Lumbar Spine - Without Contrast
- CT SCAN Dorsal/ Dorso Lumbar Spine – With Contrast
- CT SCAN Lumbar/ Lumbo-Sacral Spine – Without Contrast
- CT SCAN Lumbar/ Lumbo-Sacral Spine – With Contrast
- Whole body CT SCAN (For oncological workup)
- CT SCAN cholecysto-pancreatography.
- CT SCAN Angiography - with contrast
- CT SCAN Enteroclysis

c. Any expenses towards creation of infrastructural deficit in the provided space shall be met by

the Service provider.

- d. Electricity & Water Charges: Service provider shall bear all the bills for electricity and water used by the Centre. However, adequate capacity electricity connection and water connection will be provided at the center location by the LNJP Hospital.
- e. The service provider shall assure 95% up-time of the equipment. The Centre shall be functional on all working days of the hospital on 24 hr. basis.
- f. The service provider shall be responsible for hiring qualified technical personnel as per guidelines and standard operating procedures (SOPs) and training them for running the centers. Service provider shall depute minimum number of qualified persons viz Radiologists and technicians with their qualifications as well other staff at the centre. The details of minimum number of staff to be posted at the radiological centre for only one CT SCAN Centre are as follows:

- Radiologist- Minimum 1. Qualification – MCI recognized MD (Radiology)/DNB (Radiology)/DMRD.(Teleradiology is also allowed as per AERB norms).
- Radiation Safety Officer –1 for CT SCAN Centre. (As per AERB guidelines).
- Radiographers/ Technicians- minimum 2, qualification CT SCAN technician course from a recognized institute.
- Staff Nurse- Minimum 1, Qualification – GNM
- Receptionist – Minimum 1, BA with computer knowledge.
- Helper/Class IV – Minimum 2, 10+2 pass.

After deputing the minimum number of staff as stated above, depending on the situation and availability the service provider can have an on call arrangement with the concerned doctors at the LNJP Hospital, if require at the imaging centers for conducting tests. The LNJP Hospital shall provide the required services whenever required.

In the event, if the Service provider installs the machine but is unable to post the qualified staff for reporting of the tests, even after 30 days of installation of the machine, then in such case, the Service provider will have to pay Rs 2000/- per Day as penalty to the LNJP Hospital.

- g. The service provider shall be responsible to obtain all necessary licenses such as laboratory licenses, Trade license etc. and comply with all statutory requirements for establishing and running the Centre and produce relevant documents during inspection by statutory authorities as well as local authority.
- h. The Service provider shall be responsible for running the Center as per Atomic Energy Regulation Board norms.
- i. Equipment/ system should be certified/accredited by concerned authorities wherever applicable. It must be highlighted here that all the equipment installed in the facilities have to be new with comprehensive uninterrupted maintenance contract for the entire duration of contract. Any equipment or its any part should not be a refurbished item.
- j. The CT SCAN center shall function under the authority of the Head or designated official of Hospital.
- k. Service provider shall coordinate with **Director /In-charge of the hospital** for providing smooth and un-interrupted services at the concerned hospital.
- l. To provide radiological diagnostic services, the service provider will charge the patients at offered discount on prevalent Central Government Health Scheme (CGHS), Patna rates. The

service provider shall not charge a patient more than the offered discount CGHS Rates.

- In case there is Revision or Increase in the CGHS rates, the same will apply proportionately to the offered rate .
- If user charges for the procedure /investigation are not available in the CGHS rate list or the notified tariff list of the non-NABH rates the applicable tariff (Its exclusion or inclusion) will be decided by the BMSICL in consultation with the service provider. **But in such cases the tariff so decided will be not more than the existing market rates prevalent in Patna.**

- m. Service provider shall display the approved price list of essential tests inclusive of all taxes at a prominent place for beneficiaries/ patients to see. The list would be in Hindi and English both. The Service provider has to maintain transparency in all financial transaction. The Service provider shall change the pricelist in the event of subsequent change in tax structure.
- n. The service provider shall ensure that except for power failure or equipment breakdown, preliminary report of the test done for non-emergency cases is made available within 6 hrs. and the final report should be made available within 24 hrs. from the time of conduction of test.

At all times, the preliminary reporting for emergency cases shall be done within 2 hours and final report should be made available within 4 hrs. of the conduction of the test.

- o. In case of any breakdown of the CT machine the Service provider shall make alternate arrangement for getting the CT SCAN done only for emergency cases, from the open market whenever available at its own costs. Whenever possible, the facility shall provide the support staff along with ambulance services to emergency patients. Service restoration clauses shall be as mentioned in this tender document. The quantum of penalty may be decided mutually by the concerned LNJP Hospital and the service provider at the time of agreement. The service provider may use tele-radiology for reporting wherever and whenever required to assure timely and quality reporting.
- p. Service provider shall be responsible for setting up of their own operations in respect of inventory management, customers servicing, financing accounting, record keeping and MIS.
- q. **Quality Assurance:** Service provider shall get the CT centre NABMIS (NABH) accredited within three years of operations except if NABMIS accreditation is refused owing to non-compliance of any parameter of the LNJP Hospital premises. Once Accredited, service provider can charge NABH rates for the services provided at that particular center.
- r. Service provider shall make provision for a suggestion box to give feedback based on which remedial action would be taken for patient / customers satisfaction.
- s. Service provider shall promptly redress the grievances, if any reported by the patients, Competent Authority etc. on account of deficiencies in services provided at the Radiological Diagnostic Centre.
- t. The service provider shall maintain its own channel of internet based on tele-radiology reporting system within legal norms. All internet usage charges, telephone charges, etc. shall be met by the service provider. The hardware and software for internet usage shall also to be provided by the service provider.
- u. The service provider shall provide 24-hour power back up for which a silent generator sufficient to run the Radiological Diagnostic Centre has to be installed at an appropriate place. All costs related to installation and operation of generator shall be borne by the service provider.
- v. The service provider shall be responsible to carry out disposal of waste of the center as per the Biomedical Waste (Management and Handling) Rules, 1998 and shall follow any other

relevant changes/amendments regarding the same.

- w. The service provider shall be responsible for all emergency investigation with requisite drugs and equipment during any disasters or emergency situation. Emergency investigation implies Emergency Radiological investigations for diagnostic support only.
- x. **Monthly reporting by service provider:** -Selected service provider should submit monthly reports to the authority concerned i.e. the Director, of the LNJP Hospital and BMSICL.

8. Tender Expenses

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

B. TENDER ENQUIRY DOCUMENTS

9. Content of Tender Enquiry Documents

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

- Section II – General Instructions to Bidders (GIT)
- Section III – General Conditions of Contract (GCC)
- Section IV – Schedule of Requirements
- Section V – Technical Specifications
- Section VI – Bidder Information Form
- Section VII – Qualification Criteria
- Annexure – I - Tender Form / Tender Cover Letter
- Annexure – II - Format for Power of Attorney for Signing of Application
- Annexure – III - Format for Affidavit for blacklisting from State Govt./Govt. etc. till date.
- Annexure – IV - Information on prior experience
- Annexure – V - Financial Information of the bidder
- Annexure – VI - Bid form
- Annexure – VII - Bank Guarantee form for Performance Security
- Annexure – VIII - Bank Guarantee form for EMD

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

10. Amendments to Tender Enquiry Documents

- 10.1 At any time prior to the deadline for submission of tenders, the Tender Inviting Authority may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 10.2 Such an amendment will be notified online on www.eproc.bihar.gov.in and/or www.bmsicl.gov.in and same shall be binding to all bidders. All prospective Bidders are advised to see above website regularly for information. Tender Inviting Authority shall not be responsible in any manner if prospective Bidders miss any notifications placed on above

websites.

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

11. Clarification of Tender Enquiry Documents

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

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

11.3 A bidder requiring any clarification or elucidation on any issue of the Tender Documents may take up the same with the Tender Inviting Authority in writing in the Pre-bid meeting itself or within 72 hours of the pre-bid meeting.

C. PREPARATION OF TENDERS

12. Documents Comprising the Tender

12.1 The Bid shall be submitted online and in physical form in parts / covers as mentioned below:

-

- a) Tender Fee, EMD (Both Online & Physical)
- b) Tender Processing Fee (Only Online)
- c) Technical Bid (Both Online & Physical)
- d) Price Bid (Only Online)

Technical Bid - (Cover-A)

The bidder shall furnish, as part of the bid documents, the following documents or whichever is applicable as per terms & conditions of bidding document.

- Certificate of Incorporation/Registration.
- Tender fee (in the form of Demand Draft issued by any scheduled bank for Rs. 10,000/-) & EMD in the form of DD / Bank Guarantee.
- Article or Memorandum of Association or Partnership deed as the case may be.
- Registration Certificate from State Directorate of Industries (For Indian manufacturers, optional).
- Power of attorney as per ANNEXURE-II authorizing an officer of the bidder to transact the business with the Authority.
- GST Registration Certificate .
- Approval from Reserve Bank of India in case of Foreign Collaboration.

- Non-Conviction Certificate / Non-Blacklisting Affidavit from State Government / Government agencies / PSUs / World Bank / ADB / DFID or any other funding service provider, etc. till the date of submission of bids as per **ANNEXURE–III. (This is a self-declaration which does not require certification from any external organization.)**
- Information on prior experience as per **ANNEXURE - IV** along with documentary proof which includes work order / supply order
- AERB clearance certificate for CT SCAN machine proposed to be installed
- Performance certificate issued by the head of the institution (This is required for ascertaining past performance of bidders, the certificate issued by a private institution shall also be an admissible document.)
- Affidavit claiming the number of machines installed till date with location details.
- Financial Information of the Bidder as per **ANNEXURE – V**
- Bid form (Sworn before the First Class Magistrate / Notary) as per **ANNEXURE – VI**
- Audited financial statement, Balance Sheet and Income Tax Return for any three of last 4 consecutive assessment years / financial years.
- Technical Data Sheet / Brochure / Catalogue of items proposed to be installed for rendering services
- Make & Model of Equipment proposed to be installed for rendering services.
- Valid CE / FDA certificates for CT SCAN & machines proposed to be installed for rendering the services
- Bank Guarantee for EMD as per **ANNEXURE-VIII** (If submitted through Bank Guarantee)
- Solvency certificate from the Bank of amount INR 25,00,000/- (Rupees twenty-five lac only) for each LNJP Hospital.
- Photocopy of Permanent Account Number (PAN) / TAN

Price Bid

- This project shall be implemented on flat **percentage discount on CGHS Patna rate basis**. The service provider quoting **HIGHEST DISCOUNT %** on CGHS Patna rate basis shall be chosen as the preferred PPP partner/L-1 Bidder. Discount percentage must not be quoted in decimals.
- The price bid has to be submitted as per the e-format in online mode only.
- Bidders are requested not to submit the hard copy of Financial Bid. In case the hard copy of the financial bid is submitted the tender shall be straightaway rejected.
- Also, uploading of the price bid in pre-qualification bid or technical bid will result in rejection of the tender.

NOTE:

1. All pages of the Tender should be page numbered and indexed.
2. It is the responsibility of bidder to go through the Tender Document to ensure furnishing of all required documents in addition to above, if any.
3. The authorized signatory of the bidder should sign on the bids duly stamped on all pages of the bid.
4. Bids, which does not fulfill any of the above requirements and/or gives evasive

information/reply against any such requirement, shall be liable to be ignored and rejected.

13. Alternative Tenders

- 13.1 Alternative Tenders are not permitted. All those bidders shall be disqualified if any person (s) i.e. partner (s) in case of a partnership firm, member(s) in case of a company or the proprietor in case of a proprietorship firm, as the case may be holds 20% or more share (ownerships) in more than one bidding entities who have quoted for same location.
- 13.2 If a bidder furnishes wrong and / or misguiding / misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the Tender Inviting Authority in this regard.
- 13.3 Tender Inviting Authority reserves the right to call the Bidder to demonstrate the quoted model (s) proposed to be installed for rendering services at their location at the expense of bidders to the members of the Committee identified for attending the demonstration.

14. Earnest Money Deposit (EMD)

The bidder shall furnish along with its tender, Earnest Money of **INR Five (05) Lac for CT SCAN center in LNJP Hospital.**

- 14.1 The earnest money shall be denominated in Indian Rupees. The earnest money shall be in the form of Demand draft/Bank Guarantee.
- 14.2 No exemption is allowed in EMD. Without valid EMD, bid shall be rejected.
- 14.3 Unsuccessful bidder's earnest money will be returned to them without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority.
- 14.4 Successful bidder's earnest money will be returned without any interest, upon the signing of Agreement and furnishing the performance security in accordance with the provisions thereof.
- 14.5 Earnest Money is required to protect the Tender Inviting Authority against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a successful bidder will be forfeited, if the said bidder withdraws or amends its tender or impairs or derogates from the tender in any respect before signing of the agreement/ or within the period of validity of its tender or if it comes to notice that the information/ documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Tender Inviting Authority. The successful bidder's earnest money will also be forfeited without prejudice to other rights of Tender Inviting Authority if it fails to furnish the required performance security within the specified period / before signing of the agreement or even thereafter, if it fails to carry out the work so allotted in terms of the contract.

15. Tender Validity

- 15.1 The tenders shall remain valid for acceptance for a period of 180 days (One hundred and eighty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

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

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

16. Method of Bids submission

16.1 The tender shall be submitted in online and in physical form as mentioned in GIT.

16.2 The submission in physical form to be made in an envelope addressed to the Tender Inviting Authority at the following address:

**4th Floor, Bihar State Building Construction Co. Ltd,
Hospital Road, Shastri Nagar, Patna (Bihar)-800023, India**

The envelope shall bear (the name and address of the Tender Inviting Authority), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time) & may be sent by registered post or delivered in person on above mentioned address.

The responsibility for ensuring that the Sealed envelope containing documentary evidence of Tender Fee, EMD are delivered in time would vest with the bidder and the Tender Inviting Authority shall not be responsible for any delay. In the event of the specified date for physical submission of tender falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be received up to the appointed time on the next working day.

Note-If the envelopes are not sealed and marked the bid will be rejected.

16.3 The sentence "NOT TO BE OPENED" before 09th August 2019 by 15:00 Hrs (The bidder is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the Tender Inviting Authority will not assume any responsibility for its misplacement, premature opening, late opening etc.

16.4 The Physical form of tender shall be delivered by 09th August 2019 by 14:00 hrs. at Bihar Medical Services & Infrastructure Corporation Ltd., 4th Floor, Bihar State Building Construction Co. Ltd, Hospital Road, Shastri Nagar, Patna (Bihar)-800023, India. If delivered elsewhere will be rejected.

16.5 In case there is any variation and/or deviation between the goods & services prescribed by the Tender Inviting Authority and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

16.6 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the Tender Inviting Authority in this regard. Failure in complying with above mentioned clauses, may lead to rejection of tender.

16.7 Bidders are requested not to submit the hard copy of Financial Bid, along with the physical

documentary evidence of submission of Tender Fee, EMD of tender, and Technical Bid. In case the hard copy of financial bid is submitted in physical form, the tender shall be straightway rejected.

16.8 Also, uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

16.9 Venue of bid opening: 09th August 2019 at 15.00 hrs on the website of www.eproc.bihar.gov.in. at BMSICL office. Any changes to date and time of tender submission / opening of tender shall be duly informed through website of EPROC Bihar and / or website BMSICL.

D. SUBMISSION OF TENDERS

17. Late Tender-Techno-Commercial bid is required to be submitted on or before the time as mentioned in TE but not beyond that. Late tenders will not be accepted.

18. Alteration and Withdrawal of Tender-The bidder, after submitting its tender, is not permitted to alter/ modify its tender. No tender shall be allowed to withdraw after its submission and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.

E. TENDER OPENING

19. Opening of Tenders

19.1 The Tender Inviting Authority shall open the technical bids in the presence of bidders or their authorized representatives who chose to attend, at the due date and time of bid opening. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the technical bid opening and Price bid opening.

19.3 The bidder's names, modifications, bid withdrawals, requisite Earnest Money Deposit (EMD) and such other details as the Tender Inviting Authority, at its discretion, may consider appropriate will be announced at the time of opening. No bid shall be rejected at the time of bid opening, except for late bids, bids without Tender Fee, EMD (except in case where exemption of EMD has been requested in pursuant to Special condition of Contract) & for such rejected bid no further evaluation will be done.

19.4 The price bids of bidders whose Technical bids are found technically responsive and comply with the bid documents will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders, whose Technical bids are found technically responsive.

19.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20. Same Discount (%) offered for a LNJP Hospital:

20.1 In case same financial bid for a LNJP Hospital is quoted by the service providers the criteria for finalization shall be based on

A. Technical experience in years of operating, managing and maintaining such centers

| Criteria | Points |
|-----------------------------|--------|
| Technical Experience | |
| 1-2 years | 1 |
| 2-5 years | 2 |
| More than 5 years | 3 |

B. Financial Credibility (Total Net worth)

| Criteria | Points |
|--|--------|
| Financial Credibility (total Net worth) | |
| 5-7.5 crores | 1 |
| 7.5-10 crores | 2 |
| More than 10 crores | 3 |

20.2 Total points shall be calculated by adding points received under the technical experience and financial credibility. The service provider getting more points shall be selected

20.3 In case the deadlock still persists, the priority shall be on the basis of technical experience

F. SCRUTINY AND EVALUATION OF TENDERS

21. Preliminary Scrutiny of Tenders

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

21.2 Prior to the detailed evaluation pursuant to GIT, the Tender Inviting Authority will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance, Warranty, Force Majeure, Applicable Law and Taxes and duties along with deviation in Technical Specifications will be deemed as material deviation. The Tender Inviting Authority's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.3 A bid, determined as substantially non-responsive will be rejected by the Tender Inviting Authority and shall not subsequent to the bid opening be made responsive by

the bidder by correction of the non-conformity.

21.4 The Tender Inviting Authority may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

21.5 The bidding documents which are not submitted as per the technical bid mentioned above will be treated as Non-responsive bids.

Note: The opinion of the Tender Inviting Authority shall be final and conclusive.

22. EVALUATION & COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

22.1 Please note in the event of financial bid opening, due to provisions/ compulsion of e-tendering system if complete quoted product list of financial bid of a bidder is opened then only those financial bid of quoted product shall be considered of whose technical bid has been found eligible by the Technical Evaluation Committee. The Tender Inviting Authority shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to GIT.

22.2 Technical evaluation of the Bid will be done on the basis of technical qualification criteria and documents mentioned (TECHNICAL BID- COVER 'A') in Mandatory Documents Link present in the web portal of the www.eproc.bihar.gov.in. Failing which the bid will not be considered for technical evaluation.

22.3 Hard copy of tender documents uploaded shall be submitted along with the tender fee and EMD as on or before the last day of submission of tender for purely evaluation purposes. However, the submission of hard copy of uploaded tender document submitted does not substitute/modify the provisions of e-tendering system.

23. Discrepancies in Prices

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

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

24. Qualification Criteria

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

25. Bidder's capability to perform the contract

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

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

bidder in its tender as well as such other allied information as deemed appropriate by the Tender Inviting Authority.

G. AWARD OF CONTRACT

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

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

27. Award Criteria

The contract will be awarded to the bidder who has offered highest percentage discount on CGHS Patna rate for Lok Nayak Jai Prakash Super Speciality Hospital Patna, Depending on the quote.

28. Letter of Intimation / Information to successful bidder / Notification of Award

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

28.2 **Effective Date:** The handover of covered space in Lok Nayak Jai Prakash Super Speciality Hospital Patna to the service provider shall be the effective date of the contract.

28.3 Signing of the agreement shall be construed as the conclusion of the contract.

29. Issue of Contract

29.1 Promptly after notification of award, the Hospital will provide the contract form duly completed and signed, in duplicate, to the successful bidder by registered/speed post/e-mail or by hand.

29.2 The selected service provider shall enter into agreement with concerned Hospital

. BMSICL role is limited to coordinating with both the party. Legal formality and signing of contract lies between the selected agencies and the Hospital.

30. Return of EMD

The earnest money of the successful bidder and the unsuccessful bidders will be returned to them without any interest as per rule. However, EMD of the successful bidder shall be returned after submission of the required performance security.

(The performance security should be submitted to LNJP Hospital with whom the service provider would enter in the agreement)

31. Publication of Tender Result

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

32. Corrupt or Fraudulent Practices

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

A. defines, for the purposes of this provision, the terms set forth below as follows:

- **“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
- **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;
- **“Collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [“parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive level].
- **“Coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (a “party” refers to a participant in the procurement process or contract execution).

- B. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusive practices in competing for the contract in question;
- C. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm/ company has engaged in corrupt or fraudulent or collusive practices in competing for, or in executing the contract.

SECTION – IV- GENERAL CONDITIONS OF CONTRACT (GCC)

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1. Application

The General Conditions of contract incorporated in this section shall be applicable for this tender to the extent the same are not superseded by the Schedule of requirements mentioned in this document.

2. Use of contract documents and information

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

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

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

3. Intellectual Property Rights

The service provider 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 service provider under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority. The Tender Inviting Authority shall notify the service provider of the same and the service provider shall, at their own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

4. Country of Origin

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

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

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

5. Performance Security

5.1 Within twenty-one (21) days from date of the issue of intimation letter/ notification of award by the Tender Inviting Authority/ Ordering Authority, the service provider, shall furnish performance security of amount for five Lac (5,00,000) for CT at LNJP Hospital,

valid up to ninety (90) days after the date of completion of all contractual obligations by the service provider.

- 5.2 The Performance security shall be denominated in Indian Rupees: It shall be in the form of Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **ANNEXURE - VII** of this document in favor of the Tender Inviting Authority.
- 5.3 In the event of any failure/default of the service provider with or without any quantifiable loss to the government including furnishing of Bank Guarantee, the amount of the performance security is liable to be forfeited. BMSICL may do the needful to cover any failure/default of the service provider with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the service provider shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same validity in all respects in terms of the contract, as amended.
- 5.5 Subject to GCC, the Tender Inviting Authority/Ordering Authority will release the Performance Security without any interest to the service provider on completion of the service provider's all contractual obligations.
- 5.6 Notwithstanding the above, it is made clear that if the service provider refuses or fails to carry out the work so allotted after signing of the agreement in terms of contract, the performance security will be forfeited and the service provider also be blacklisted.

6. Packing and Installation

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

7. Inspection, Testing and Quality Control

- 7.1 The Tender Inviting Authority (TIA) and/or its nominated representative(s) may, without any extra cost to the Tender Inviting Authority, inspect and/or test the installed goods, its manufacturing line and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. All expenses related to inspection and visit shall be borne by the selected service provider.
- 7.2 Tender Inviting Authority or their representative shall also inspect and/or test the installed goods and the related services to confirm their conformity to the contract specifications.
- 7.3 If during such inspections and tests the equipment and/ or service fail to conform to the required specifications and standards, the Tender Inviting Authority's representative may reject them and they shall be required to resubmit the same to the Tender Inviting/Ordering Authority's representative for conducting the inspections/ tests again.
- 7.4 If the Service provider or service provider invites Tender Invitee's representative for inspection at the last moment without providing reasonable time to the representatives for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the service provider.
- 7.5 The Service Provider shall get the Centre Accredited by NABMIS (NABH) within 3 Years of commencement of operations for assured quality service delivery, except if NABMIS accreditation is refused owing to non-compliance of any parameter of the LNJP

[Type text]

Hospital premises.

8. Transportation of Goods

The service provider will arrange transportation of the all goods to be installed as per its own procedure and at its cost.

9. Insurance

The service provider shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The Tender Inviting Authority or the LNJP Hospital where such goods are installed shall not bear any costs, whatsoever.

10. Consumables & Spare parts

10.1 The service provider shall be responsible for ensuring the continuous supply and refill of all consumables & spare parts for smooth functioning of the CT SCAN. The Tender Inviting Authority shall not bear any costs for same.

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

11. User Charges

11.1 User charges for different services rendered by the agencies will be fixed at offered discount on CGHS, Patna (Non-NABH Rates) for all kinds of patients. Under no circumstances would any rate other than the approved CGHS, Patna rate, be allowed for all kinds of patients. It is implied thereby that the service provider can use diagnostic services for Government hospital referred patient as well as those referred to by private practitioners. Any patient who does not carry an OPD Card of any of the Government Health Institution of Bihar with an advice of the test from the Bihar Government Doctor shall be treated as a private patient. The receipt for user charges will be issued by the Operator to every patient. The test report to be given to the patients shall include the physical copy or a soft copy in a compact disk (if asked by the patient).

11.2 Once the service provider achieves NABMIS (NABH) accreditation for the centre, CGHS Patna NABH Rates shall be applicable for that particular center.

11.3 The selected service provider shall provide service to all the patients on first come first serve basis. Service provider will issue token on arrival of the patient and both Govt. and private patients to be treated equally. In all circumstances, preference should be given to emergency cases. **The emergency status of the cases will be decided by the Doctor from Government of Bihar’.**

11.4 Any evidence of user charges for government patients higher than the discount on CGHS Patna rates would be considered as a serious violation of contract drawing pecuniary fines and even termination of contract by the LNJP Hospital after following the due process. For the first reported violation, 10% of PBG shall be encashed and in case of two incidences, the entire PBG shall be forfeited.

11.5 Patient referred from Govt. hospitals/Health institution should get priority in treatment.

12. Reimbursement of BPL / Free Cases

- 12.1 The Director LNJP Hospital shall mark “Free” on the OPD cards of those District Hospital / Government Hospitals Patients, for whom the diagnostic investigations are to be provided free. The concessionaire shall not charge any fees from the ‘free’ category patients.
- 12.2 The concessionaire shall send the report of all free cases to the Director/in charge of the LNJP Hospital by 10th of next month.
- 12.3 The payment of the free cases of the month shall be done by the LNJP Hospital authorities within 60 days. In case no payment is made even after passing of 60 days, a penalty at a rate of SBI base rate+2 % per annum shall be charged from the defaulting LNJP Hospital. If left unpaid till 120 days from the first set of unpaid claims, the concessionaire shall have the right to refuse doing the free cases, till the time the authorities reimburse the pending free cases of pendency more than 60 days”.

13. Collection of Charges

- 13.1 For the purpose of collection of charges from the patient, staff shall be posted by the bidder, who shall be responsible for collecting the charges and giving a receipt and token no. to the patient.
- 13.2 The collection of charges and provision of the receipt shall be computerized.
- 13.3 The selected service provider shall maintain a computerized Register which should reflect the name of the patients undergone for diagnosis on the system with their registration number / money receipt number of each case / test on per day basis.
- 13.4 In all cases, token number shall be followed for queued patients, except in Emergency / Senior Citizen patients. The concessionaire is allowed to perform investigations on private patients, but in all cases the token number is to be followed.

14. Incidental services

Subject to the stipulation, if any Schedule of Requirements, the service provider shall be required to perform the following services.

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

15. Comprehensive Maintenance Contract

- 15.1 The service provider shall ensure the uninterrupted services by way of comprehensive maintenance contract for the entire duration of the contract.
- 15.2 The CMC shall remain valid for the entire duration of contract from the date of installation & commissioning till the end of contract.
- 15.3 No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- 15.4 Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories of the Centre.

15.5 Replacement and repair will be undertaken by the service provider for the defective goods.

15.6 Proper marking has to be made for all spares for identification like printing of installation and repair dates.

15.7 Uptime Guarantee: The Service provider shall maintain the centre on 95% uptime on a 24*7*365 basis. Upon receipt of any failure notice, the service provider within 24 hours on a 24 (hrs) X 7 (days) X 365 (days) shall restore the service which shall be certified by the hospital In-charge.

15.8 If the service provider, having been notified during CMC period, fails to respond to take action to restore service within 72 hours on a 24 (hrs) X 7 (days) X 365 (days) basis, the Tender Inviting Authority shall, without prejudice to other rights and remedies available to the Tender Inviting Authority under the contract, impose liquidated damages, as decided by the LNJP Hospital.

15.9 In case of services not restored within 14 days or in case of violation of any clause of the agreement will lead to termination of this contract by giving 30 days' notice period to the service provider.

16. Sub-Contracts

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

17. Modification of Contract

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

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

18. Taxes and Duties

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

19. Delay in the service provider's performance

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

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

- imposition of liquidated damages,

- forfeiture of its performance security and
- Termination of the contract for default.

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

20. Termination for default

- 20.1 The Hospital, without prejudice to any other contractual rights and remedies available to it (the Hospital), may, by written notice of default sent to the service provider, terminate the contract in whole or in part, if the service provider fails to deliver any or all of the service or fails to perform any other contractual obligation(s) within the time period specified in the contract (installation of equipment & starting the services within 120 days of handing over the site or any other such timelines), or within any extension thereof granted by the Hospital pursuant to GCC.
- 20.2 In the event of the Hospital terminates the contract in whole or in part, pursuant to GCC, the LNJP Hospital may carry out risk purchase goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the service provider shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Hospital for arranging such procurement.
- 20.3 Unless otherwise instructed by the Hospital, the service provider shall continue to perform the contract to the extent not terminated.

21. Termination for insolvency

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

22. Force Majeure

- 22.1 Notwithstanding the provisions contained in GCC the service provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the service provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 22.2 For purposes of this clause, Force Majeure means an event beyond the control of the service provider and not involving the service provider'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 Hospital 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.

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

23. Termination for convenience

- 23.1 The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part on valid grounds, by serving show cause notice with reason 60 days in advance on the service provider at any time during the currency of the contract. The notice shall indicate, inter alia, the extent to which the service provider's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 23.2 The service provider may also terminate the contract after giving written notice 120 days in advance with sufficient reasons so that the Authority can make alternative arrangement for providing uninterrupted service to the beneficiaries.
- 23.3 There will be no financial obligation to either party in case of termination of contract after following the above mentioned process. The service provider shall remove all equipment/fixtures within 45 days from the date of termination of contract without affecting permanent structure of the building.

24. Notices

- 24.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing only. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 24.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

25. Resolution of disputes/ Arbitration clause

- 25.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority and the bidder in connection with or relating to the tender, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 25.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Tender Inviting Authority or the bidder shall 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.

- 25.3 All disputes arising out of tendering process (prior to issuance of contract by the Hospital) shall be within the jurisdiction of Patna only in Bihar, India.
- 25.4 Arbitration proceedings shall be convened by a panel of three arbitrators, one arbitrator each shall be nominated by both the parties and the third arbitrator shall be appointed with the mutual consultation and consent of both the arbitrators.
- 25.5 The award passed by the arbitrators shall be final and binding.
- 25.6 Venue of Arbitration: The venue of arbitration shall be Patna, Bihar, India.

26. Applicable Law

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

27. General/Miscellaneous Clauses

- 27.1 Nothing contained in this Contract shall be construed as establishing or creating between the parties, i.e. the Service Provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.
- 27.2 Any failure on the part of any Party to exercise right or power under this tender shall not operate as waiver thereof.
- 27.3 The bidder shall notify the Tender Inviting Authority /the Government of Bihar of any material change would impact on performance of its obligations on being selected as a successful bidder.
- 27.4 The Service provider shall be **severally liable** to and responsible for all obligations towards the Tender Inviting Authority /Government for performance of contract/services including that of its Associates, if any, under the Contract.
- 27.5 The Service Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/ Government of Bihar against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- 27.6 The Service provider shall, at all times, indemnify and keep indemnified the Tender Inviting Authority/Government of Bihar against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the service provider/its associate/affiliate etc.
- 27.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

28. Medico-legal cases

In the event of any medico-legal arising out of unethical practice or medical negligence of the service provider, the legal and financial responsibility will have to be borne by the concerned service provider. The service provider is required to fully cooperate with Authorities for same. However, all the medico-legal cases shall be attended and reported by the Hospital Radiologist and shall be Hospital's responsibility.

29. Ethical Practices

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

30. Acquaintance with Local Conditions

30.1 Each bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost. The bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Intent/Award as described in the bidding documents. The BMSICL shall not entertain any request for clarification from the bidder regarding such local conditions.

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

31. Statutory and Regulatory Approvals

31.1 The bidder shall be responsible for obtaining approvals for any statutory and regulatory requirements from concerned authorities. Further, the bidder shall be responsible to get required documentation completed for obtaining such approvals from time to time.

31.2 Selected service provider will operate and maintain these centers as required by any law or board, such as the **AERB norms** and shall display the requisite licenses for operationalizing the same.

31.3 The Service provider shall also display the 'do's and don'ts' for the imaging centre to prevent any hazard.

31.4 The Service provider shall take all responsibility for regularly monitoring the Thermo Luminescent Dosimeter (TLD) badges for the employees as per rule to ensure employee safety. The result of monitoring has to be documented and kept safely in the centre and should be produced on demand by authorities.

32. Responsibility of Tender Inviting Authority/ Super Speciality Hospital

32.1 The tender inviting authority/ LNJP Hospital is responsible for providing covered space at appropriate location, preferably on the ground floor to the selected service provider for setting up of CT Scan Centre. The approximate covered area shall be 1500 sq. ft. for CT at each location.

32.2 The selected service provider may have access to adjoining areas of the Hospital premises for the purpose of convenience of providing the services. The selected service provider shall use the adjoining area only for the purpose of CT Scan centre and no other use.

32.3 The respective LNJP Hospital shall ensure availability of adequate capacity electricity connection and water connection at the centre.

33. First right of refusal/exclusivity of the center

The PPP partner shall have the first right of refusal. In case of the waiting period for patients exceeding 5 (five) days in a month, the Government may ask the service provider to install additional machines on first right of refusal basis. On refusal, Government may install machines on its own or invite another agency to install machines.

SECTION – IV: SCHEDULE OF REQUIREMENTS**Part I: Name of Hospitals and CT Scan Equipment Required**

| S.N. | Name of Super Speciality Hospital |
|------|---|
| 1 | Lok Nayak Jai Prakash Super Speciality Hospital Patna |

Part II: Required Delivery Schedule:

Installation and operation of CT SCAN service: 120 days from handing over of the site in Hospital Premises.

The Hospital (with whom the contract will be signed) shall extend the required delivery schedule at its sole discretion or impose penalty as decided by it.

Part III: Scope of Incidental Services:

Installation & Commissioning, Demonstration & Trial run, Training & Supervision, Operate and Maintain etc.

Part V:

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

SECTION – V: TECHNICAL SPECIFICATIONS

Note 1:

The bidder is to provide the confirmation that the installed CT machine shall perform and provide the required diagnostic tests failing which its bid is liable to be ignored.

Note 2:

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

| Required CT SCAN Services | Applicable for Machine to be installed (Yes / No) |
|--|---|
| CT Head-Without Contrast | |
| CT Head- with Contrast (+/- CT angiography) | |
| CT Chest - without contrast (for lungs) | |
| CT SCAN Lower Abdomen (incl. Pelvis) With Contrast | |
| CT SCAN Lower Abdomen (Incl. Pelvis) Without Contrast | |
| CT SCAN Whole Abdomen Without Contrast | |
| CT SCAN Whole Abdomen with Contrast Triple Phase CT abdomen | |
| CT angiography abdomen/ Chest | |
| CT Enteroclysis | |
| CT SCAN Neck – Without Contrast | |
| CT SCAN Neck – With Contrast | |
| CT SCAN Orbits - Without Contrast | |
| CT SCAN Orbits - With Contrast | |
| CT SCAN of Para Nasal Sinuses- Without Contrast | |
| CT SCAN of Para Nasal Sinuses - With Contrast | |
| CT Spine (Cervical, Dorsal, Lumbar, Sacral)–without contrast | |
| CT Temporal bone – without contrast | |
| CT - Dental | |
| CT SCAN Limbs -Without Contrast | |
| CT SCAN Limbs -With Contrast including CT angiography | |
| CT Guided intervention –FNAC | |
| CT Guided Trucut Biopsy | |
| CT Guided intervention - percutaneous catheter drainage / tube placement | |

SECTION – VII: BIDDER INFORMATION FORM

Date of opening :
 Time :
 Name and address of the Bidder :

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

1. Name of the manufacturer

- a. Name of authorized signatory:
- b. Full postal address:
- c. Full address of the manufacturing premises
- d. Telegraphic address
- e. Telephone number
- f. E-mail & fax number

2. Expertise of Organization:

- Years of company experience:
- Areas of expertise of organization:

3. Total annual turn-over (value in Rupees) preceding year:

4. Financial data of the organization

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

5. Client Reference List:

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

| S.No. | Name of client/customer: | Name/ model of Equipment Supplied | Qty. Installed | Contact person name, telephone and e-mail id: |
|-------|--------------------------|-----------------------------------|----------------|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

6. Contact details of persons that BMSICL may contact for requests for clarification during bid evaluation:

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

Signature and seal of the Bidder

SECTION – VII: QUALIFICATION CRITERIA

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

The bidder shall meet the following criteria for eligibility:

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

i. Financial Capacity:

- a. Minimum annual turnover of INR 1,50,00,000 (Rupees One Crore fifty lac rupees only) for bidding for each CT SCAN Centre for the past three years at the close of the financial year immediately preceding the bid due date. **Bidder is required to submit a CA certified certificate that mentions the turnover.**
- b. Minimum net worth of INR 1,00,00,000 (Rupees One Crore) to bid for each CT SCAN Centre at the close of the financial year immediately preceding the bid due date. **Bidder is required to submit a CA certified certificate that mentions the turnover.**

ii. Technical:

- a. The service provider should have experience of operating, managing and maintaining a minimum of 1 (one) CT SCAN Machine (16 slices or more) in one or multiple centers / locations continuously for at least one year.
- b. **The experience of running the requisite imaging centers (CT machines) has to be certified by authorized signatory of the bidder in the form of sworn affidavit.**

iii. Other Conditions:

- a. Must not be blacklisted / banned / declared ineligible by any entity of Government of India or any State Government or PSU/ADB/DFID in India. **The Service provider should submit an affidavit for the same.**
- b. The competing service provider must be having registered office with legal presence in India for more than three years.

NOTE:

1. If applying for more than one LNJP Hospital, the qualification will increase proportionately. Please submit documentary evidence in support of all above conditions mentioned in eligibility criteria. The term "Qualification criteria shall increase proportionally with number of LNJP Hospital applied" implies proportional increase in turnover criteria only and not to the number of installed CT unit.
2. Joint Venture or Member of Consortium are allowed with the following conditions: -
 - Both the partners of JV or Members of consortium will be jointly and severally responsible and liable for clinical and financial aspects and for abiding by the terms and conditions laid down in the NIT.

- Any one of the Joint venture or Member of Consortium or Partners must have experience of operating, managing and maintaining a minimum of one (1) CT SCAN machines centre.
3. Notwithstanding anything stated above, the Tender Inviting Authority reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Tender Inviting Authority.
 4. The Tender Inviting Authority reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the Tender Inviting Authority for technical acceptability as per the tender specifications, before the opening of the Price Tender.

ANNEXURE – I: TENDER FORM

To,

**The Managing Director
Bihar Medical Services and Infrastructure Corporation Limited
4th Floor, Bihar State Building Construction Co. Ltd,
Hospital Road, Shastri Nagar, Patna (Bihar)-800023, India**

Ref. Your TE document for CT SCAN published dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and provide services of CT SCAN and with _____ and _____ (*Description equipment*) for Hospital.....(*name of Hospitals*) in conformity with your above referred document on the percentage discount on CGHS Patna rate basis as mentioned in our financial bid which has been submitted in separate envelope and made part of this tender. If our tender is accepted, we undertake to supply, install, manage, maintain and perform the services as mentioned above, in accordance the tender document and also accepts all conditions of the tender document.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC, for due performance of the contract.

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

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

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation) Duly authorized to sign tender for and on behalf of the tendering service provider

ANNEXURE – II: Power of Attorney

(On a Stamp Paper of relevant value)

Power of Attorney

Know all men by these presents, We M/s
Name and address of the registered office) do hereby constitute, appoint and authorize Mr/Ms.....(name and residential address and PAN Card), duly approved by the Board of Directors in their meeting held on (Copy of board resolution enclosed), who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **“REQUEST FOR PROPOSAL FOR ESTABLISHMENT, OPERATION AND MAINTENANCE OF CT SCAN IN LNJP HOSPITAL IN PATNA OF BIHAR ON PUBLIC PRIVATE PARTNERSHIP (PPP) MODE”** including signing and submission of all documents and providing information/responses to the Bihar Medical Services and Infrastructure Corporation Limited, representing us in all matters before Bihar Medical Services and Infrastructure Corporation Limited in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this theday of 2019

For _____

(Name, Designation and Address)

Accepted _____
(Signature)

(Name, Title and Address of the
Attorney) Date: _____

ANNEXURE – III: Format for Affidavit

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

Affidavit

I, M/s..... (Sole Applicant / Lead Member / Member/Affiliate), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) /director(s) are not barred by Bihar Medical Services and Infrastructure Corporation Limited/ or any other entity of GoB or blacklisted by any OTHER state government or central government / department/organization in India from participating in Project/s, _____(Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Tendering Process or thereafter during the agreement period and the amount paid till the date shall stand forfeited without further intimation.

Dated thisDay of, 2018

Name of the Applicant

Signature of the Authorized Person

Name of the Authorized Person

ANNEXURE – IV: Information on prior experience

| Sl. No. | Name of the project and location | Month & Year of commencement of project | Running Status | Manpower deployed for the project | Daily Average patient inflow | Ownership Type (Own managed /Managed by other) | Documentary Proof* Submitted (Yes/No) |
|---------|----------------------------------|---|----------------|-----------------------------------|------------------------------|--|---------------------------------------|
| 1 | | | | | | | |
| 2 | | | | | | | |

* Documentary proof includes work order/ supply order; AERB clearance certificate copy; performance certificate issued by the head of the institution.

ANNEXURE – V: Financial Information of the bidder

| Years | Annual Turnover (in INR Lakhs) | Profit Before Tax (in INR Lakhs) | Net Worth (in INR Lakhs) |
|--------------|---|---|-------------------------------------|
| FY 2018-19 | | | |
| FY 2017-18 | | | |
| FY 2016-17 | | | |

ANNEXURE – VI: Bid Form

(Note: -This Annexure must be sworn before First Class Magistrate/Notary)

Date:

Purchaser specify: “IFB No.: BMSICL/2019-20/ME-129...”]
Bihar Medical Services and Infrastructure Corporation Limited invite e-bids for Design, Build, Finance, Operate and Maintain of Radiology Imaging Centers (CT SCAN) in Selected LNJP Hospital of Bihar on Public Private Partnership Basis

To:

Managing Director,
4th Floor, Bihar State Building Construction Co. Ltd,
Hospital Road, Shastri Nagar, Patna (Bihar)-800023, India.

Dear Sir or Madam:

Having examined the Bidding Documents, including Amendment and all corrigendum the receipt of which is hereby acknowledged, we the undersigned, offer to supply and deliver the services under the above-named Contract in full conformity with the said Bidding Documents for the sum of Rs. 10,000/- (hereinafter called “the Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the service in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in ITB and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We confirm that we comply with the eligibility requirements as per ITB of the bidding documents.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this [insert: number] day of [insert: month], [insert: year].

Signed: _____

Date: _____

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

ANNEXURE – VII: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

**The Managing Director
Bihar Medical Services and Infrastructure Corporation Limited
4th Floor, Bihar State Building Construction Co. Ltd,
Hospital Road, Shastri Nagar, Patna (Bihar)-800023, India**

WHEREAS _____ (Name and address of the Service provider)
(Hereinafter called “the service provider”) has undertaken, in pursuance of contract for
Imaging Service dated _____ to Design, Build, Finance, Operate and Maintain of
Radiology Imaging Centers (CT SCAN) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the service provider
shall furnish you with a bank guarantee by a scheduled commercial bank 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 the service provider such a bank guarantee;

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 aforesaid, without your needing to prove
or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid beyond 90 (ninety) days after the completion of all contractual
liability by the service provider ----- (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

Annexure-VIII: Bank Guarantee Form for Earnest Money Deposit (EMD)

| | |
|-----------|------------------------------------|
| Date: | |
| IFB: | <i>name and number of IFB</i> |
| Contract: | <i>name and number of Contract</i> |

To:

**Managing Director,
Bihar Medical Services and Infrastructure Corporation Limited,
Patna**

WHEREAS [*insert:name of Bidder*] (hereinafter called “the Bidder”) has submitted its bid dated [*insert:date of bid*] for the performance of the above-named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that WE [*insert:name of bank*] of [*insert:address of bank*]

(hereinafter called “the Bank”) are bound unto [*insert:name of Purchaser*] (hereinafter called “the Purchaser”) in the sum of: [*insert:amount*], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [*insert:number*] day of [*insert:month*], [*insert:year*].

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline
 - (a) the Bidder withdraws or amends its tender or impairs or derogates from the tender in any respect before signing of the agreement or
 - (b) does not accept the Tender Inviting Authority’s corrections of arithmetic errors in accordance with the Instructions to Bidders; or
 - (c) within the period of validity of its tender or if it comes to notice that the information/ documents furnished in its tender is incorrect, false, misleading or forged or
 - (d) engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
2. If the Bidder, having been notified of the acceptance of its bid by the Tender Inviting Authority during the period of bid validity
 - (a) fails or refuses to sign the Contract Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.

We undertake to pay to the Tender Inviting Authority / MCH up to the above amount upon receipt of its first written demand, without the Tender Inviting Authority / MCH having to substantiate its demand, provided that in its demand the Tender Inviting Authority / MCH will note that the amount claimed by it is due it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including [*insert: the date that is 30 days after the period of bid validity*].

For and on behalf of the Bank

Signed:

Date: _____

in the capacity of: [*insert: title or other appropriate designation*]