



**TAMILNADU MEDICAL SERVICES CORPORATION LIMITED**

**417 Pantheon Road, Egmore, Chennai - 8**

Website : <http://tnmsc.tn.nic.in> [www.tnmsc.com](http://www.tnmsc.com)

**E-mail: enquiry @ tnmsc.com**

**BID REFERENCE:147/TELE-RAD/NRHM/TNMSC/ENGG/2017, Dt.23.06.2017**

**PROVIDING TELE RADIOLOGY SERVICES IN GOVT HOSPITALS IN THE  
STATE OF TAMIL NADU**

**LAST DATE OF RECEIPT OF TENDER: 01.08.2017 at 03.00 PM**

**NOT TRANSFERABLE**

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Web site: [www.tnmsc.com](http://www.tnmsc.com)

**PROVIDING TELE RADIOLOGY SERVICES IN GOVT  
HOSPITALS IN THE STATE OF TAMIL NADU**

BID REFERENCE	:	147/TELE-RAD/NRHM/TNMSC/ ENGG/2017, DT:23.06.2017
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	29.06.2017
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	31.07.2017
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	01.08.2017, 03.00 PM
TIME AND DATE OF OPENING OF BIDS	:	01.08.2017, 04.00 PM
PLACE OF OPENING OF BIDS	:	Tamilnadu Medical Services Corp. Ltd 417, pantheon road, Egmore, Chennai 600 008.
ADDRESS FOR COMMUNICATION	:	Tamilnadu Medical Services Corp. Ltd 417, pantheon road, Egmore, Chennai 600 008.

**SECTION I : INVITATION FOR BIDS (IFB)**

## SECTION I : INVITATION FOR BIDS (IFB)

Sealed Tenders will be received till **03.00 PM** on **01.08.2017** by the **General Manager (Equipment), Tamilnadu Medical Services Corp. Ltd., Chennai for Providing Tele Radiology Services in the Govt. Hospitals in the State of Tamil Nadu.**

1. Interested eligible Bidders may obtain further information from the office of the Tamilnadu Medical Services Corp. Ltd, 417, Pantheon Road, Egmore, Chennai 600 008. Tamilnadu. India.
2. A complete set of bidding documents may be purchased by any interested eligible bidder on submission of a written application to the above office and upon payment of a non-refundable fee as indicated below in the form of a Demand Draft in favour of **Tamilnadu Medical Services Corp. Ltd., payable at Chennai.**
3. The bidding document may be obtained from the office of **Tamilnadu Medical Services Corp. Ltd., 417, Pantheon Road, Egmore, Chennai - 600 008**, during office hours namely, from **10.00 hours to 17.00 hours** on all working days either in person or by post.

a)	Price of bidding document (Non-refundable)	:	Rs.5,725/- (Inclusive of all taxes) (Alternatively, the tender document can be downloaded from <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> and TNMSC website <a href="http://www.tnmisc.com">www.tnmisc.com</a> at free of cost)
b)	Postal charges, inland	:	Rs.200/- (extra)
c)	Date of commencement of Sale of bidding document	:	29.06.2017
d)	Pre-bid meeting	:	13.07.2017 at 11.00 AM
e)	Last date for sale of Bidding Document	:	31.07.2017
f)	Last date and time for Receipt of bids	:	01.08.2017, 03.00 PM
g)	Time and date of Opening of Technical bids	:	01.08.2017, 04.00 PM

- h) Place of opening of bids : Tamilnadu Medical Services Corp. Ltd.,  
417, Pantheon Road,  
Egmore,  
Chennai 600 008.
- i) Address for communication : Tamilnadu Medical Services Corp. Ltd.,  
417, Pantheon Road,  
Egmore,  
Chennai 600 008.

4. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

5. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.

6. Bids will be opened in the presence of Bidders' representative who choose to attend on the specified date and time.

**SECTION II : INSTRUCTION TO BIDDERS**

**SECTION II: INSTRUCTIONS TO BIDDERS**

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## A. INTRODUCTION

### 1. Eligible Bidders

1.1 Service providers, who possess adequate financial capacity and experience of atleast one year in providing similar service are eligible to participate in this tender.

1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the procurement of the above services, under this Invitation of Bids.

1.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the *Purchaser*.

### 2. Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and *Tamilnadu Medical Services Corp. Ltd., Chennai*, hereinafter referred to as "*the Purchaser*", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## B. THE BIDDING DOCUMENTS

### 3. Contents of Bidding Documents

3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding Documents include:

- a. Instruction to Bidders (ITB);
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);
- d. Schedule of Requirements;
- e. Terms of Reference / Qualification criteria;
- f. Bid Form and Price Schedules;
- g. Bid Security form
- h. Contract Form;
- i. Performance Security Form;
- j. Performance statement and

3.2 The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding

Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### **4. Clarification of Bidding Documents**

4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the **Purchaser** in writing or by telex or cable at the **Purchaser's** mailing address indicated in the Invitation for Bids. The **Purchaser** will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 7 days prior to the deadline for submission of bids prescribed by the **Purchaser**. Written copies of the **Purchaser's** response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders which have received the bidding documents.

#### **4.2 Pre-Bid Meeting:**

- a. The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the office of *Tamilnadu Medical Service Corporation Limited, 417, Pantheon Road, Chennai –8, India.* on **13.07.2017 at 11.00 AM.**
- b. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c. The Bidder is requested to submit any questions in writing or by cable to reach the **Purchaser** not later than **3 days before the meeting.**
- d. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents.
- e. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

#### **5. Amendment of Bidding Documents**

5.1 At any time prior to the deadline for submission of bids, the **Purchaser** may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

5.2 All prospective bidders who have received the Bidding Documents will be notified of the amendment in writing or by cable and will be binding on them.

5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the **Purchaser** may, at its discretion, extend the deadline for the submission of bids.

## C. PREPARATION OF BIDS

### 6. Language of Bid

6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the *Purchaser*, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### 7. Documents Comprising the Bid

7.1 The bid prepared by the Bidder shall comprise the following components:

- (a) a Bid Form and Price Schedule completed in accordance with ITB Clauses 8, 9 and 10;
- (b) documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 12 that the services to be provided by the Bidder shall conform to the Bidding Documents; and
- (d) Bid Security furnished in accordance with ITB Clause 13.

### 8. Bid Form

8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents for the services to be provided, a brief description of the services and prices.

### 9. Bid Prices

9.1 The Bidder shall indicate on the Price Schedule the prices for the services it proposes to provide under the Contract.

9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The price for the services, as per the terms of the tender.
- (ii) any taxes payable for the Services by the bidder under the contract, if this contract is awarded;

9.3 The Bidders separation of the price components in accordance with ITB Clause 9.2 above will be solely for the purpose of facilitating the comparison of bids by the *Purchaser* and will not in any way limit the *Purchaser's* right to contract on any of the terms offered.

9.4 Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 22.

9.5 Deleted.

## **10. Bid Currencies**

10.1 Prices shall be quoted in Indian Rupees.

## **11. Documents establishing bidder's eligibility and qualifications**

11.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the *Purchaser's* satisfactions.

(a) Deleted

(b) that the bidder has a financial and technical capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:

(i) The legal status, place of registration and principle place of business of the company or firm or partnership, etc;

(ii) Details of experience and past performance of the bidder on similar nature of services offered within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XI)

## **12. Documents establishing goods conformity to bidding documents**

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all services which the bidder proposes to provide under the contract.

12.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods that will be provided at the site for the intended services;
- (b) the arrangement made for proper maintenance of the goods to ensure the uninterrupted provision of the services.
- (c) an item-by-item commentary on the *Purchaser's* terms and conditions demonstrating substantial responsiveness of the services to those specified in the bidding document or a statement of deviations and exceptions to the provisions of the terms and conditions.

12.3 For the purpose of the commentary to be furnished pursuant to ITB Clause 12.2 (c) above, the Bidder shall note that standards for workmanship, material and references to brand names or catalogue numbers if any, designated by the *Purchaser* in its bidding document are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the *Purchaser's* satisfaction that the substitutes are substantially equivalent or superior to those designated in the terms and conditions.

### **13. Bid Security**

13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, bid security for the amount as indicated in Section V schedule of requirements.

13.2 The bid security is required to protect the *Purchaser* against risk of Bidders conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The bid security shall be in Indian Rupees and shall be in one of the following forms :

- a. Deleted
- b. A Banker's cheque, or demand draft obtained from any scheduled bank in favour of TamilNadu Medical Services Corporation Limited, payable at Chennai.

13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 above will be rejected by the *Purchaser* as non-responsive, pursuant to ITB Clause 22.

13.5 Unsuccessful bidders bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the *Purchaser*, pursuant to ITB Clause 14.

13.6 The successful bidder's bid security will be discharged upon the bidders signing the contract, pursuant to ITB Clause 30, and furnishing the security, pursuant to ITB Clause 31.

13.7 The bid security may be forfeited:

- (a) If a bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form;

(or)

- (b) In case of a successful bidder, if the bidder fails:
  - (i) to sign the contract in accordance with ITB Clause 30; or
  - (ii) to furnish performance security in accordance with ITB Clause 31.

### **14. Period of Validity of Bids**

14.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the *Purchaser*, pursuant to ITB Clause 17. A bid valid for a shorter period may be rejected by the *Purchaser* as non-responsive.

14.2 In exceptional circumstances, the *Purchaser* may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex). The bid security provided under ITB Clause 13 shall be

suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request is not required or permitted to modify its bid.

## **15. Format and Signing of Bid**

15.1 The bidder shall prepare the bid in accordance with the terms and conditions of the bidding document. The bidder shall prepare the bid technical bid (Cover A) and the price bid (Cover B) and placed in separately sealed covers clearly marking “Technical bid” and “Price bid” as appropriate.

15.2 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The letter of authorisation shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

15.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.



## D. SUBMISSION OF BIDS

### 16. Sealing and Marking of Bids

16.1 The bidder shall seal the “**Technical bid**” and “**Price bid**” in separate inner envelopes only making the envelopes as “Technical bid” and Price bid”. He shall then place these two bids in an outer envelope.

16.2 The bids and the outer envelopes shall be:

- (a) addressed to the *Purchaser* at the following address:

Tamilnadu Medical Services Corp. Ltd.,  
417, Pantheon Road,  
Egmore,  
Chennai 600 008.

- (b) bear the project name, the invitation for bids (IFB) number and the words “**Do not open before 04.00 PM on 01.08.2017.**”

16.3 The outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.

16.4 If the cover containing the outer envelope is not sealed and marked as required by ITB Clause 16.2, the *Purchaser* will assume no responsibility for the bid’s misplacement or premature opening.

16.5 Telex, cable or facsimile bids will be rejected.

### 17. Deadline for Submission of Bids

17.1 Bids must be received by the *Purchaser* at the address specified under ITB Clause 16.2 not later than the time and date specified in the Invitation of Bids (Section I). In the event of the specified date for the submission of bids being declared a holiday for the *Purchaser*, the bids will be received up to the appointed time on the next working day.

17.2 The *Purchaser* may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 5, in which case all rights and obligations of the purchasers and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **18. Late Bids**

18.1 Any bid received by the *Purchaser* after the deadline for submission of bids prescribed by the *Purchaser*, pursuant to ITB Clause 17, will be rejected and/or returned unopened to the Bidder.

## **19. Modification and Withdrawal of Bids**

19.1 The bidder may modify or withdraw its bid after the bids submission, provided that written notice of the modification or withdrawal is received by the *Purchaser* prior to the deadline prescribed for submission of bids.

19.2 The bidders modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by telex or cable but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

19.3 No bid may be modified subsequent to the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidders forfeiture of its bid security, pursuant to Clause 13.7

## E. BID OPENING AND EVALUATION

### 20. Opening of Bids by Purchaser

20.1 The *Purchaser* will open only the Technical bids (Cover A) of all bids, in the presence of bidder's representatives who choose to attend, at **04.00 PM on 01.08.2017** at the following location:

**Tamilnadu Medical Services Corp. Ltd.,  
417, Pantheon Road,  
Egmore,  
Chennai 600 008.**

The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the *Purchaser*, the bids shall be opened at the appointed time and location on the next working day.

20.2 The bidders names, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as the *Purchaser*, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 18.

20.3 The *Purchaser* will prepare minutes of the bid opening.

**20.4** The “**Price Bid**” (**Cover B**) will be opened after evaluation of “**Technical bid**” (**Cover A**) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the *Purchaser*.

### 21. Clarification of Bids

21.1 During evaluation of bids, the *Purchaser* may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing. Unless the purchaser asks for change in price due to the clarifications sought the bidder is not permitted to alter the price furnished in the “**Price bid**” “**Cover B**”. The change in price shall be submitted in a separately sealed covers with marking in the cover “**supplemental price bid**” before opening of the “**original price bid**”.

### 22. Preliminary Examination

22.1 The *Purchaser* will examine the bids 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, and whether the bids are generally in order.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the least of the above will prevail.

22.3 The **Purchaser** may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

22.4 Prior to the detailed evaluation, pursuant to Clause ITB 23, the **Purchaser** will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Applicable law (GCC Clause 29) and Taxes and Duties (GCC Clause 31) will be deemed to be material deviation. The purchasers determination of a bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.5 A bid determined as not substantially responsive will be rejected by the **Purchaser** and may not subsequently be made responsive by the bidder by correction of non-conformity.

### **23. Evaluation and Comparison of Bids**

23.1 The **Purchaser** will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 22.

23.2 The purchasers evaluation of a bid will take into account, the bid price , any deviations from that specified in the terms of the bidding document.

### **24. Contacting the purchaser**

24.1 Subject to ITB Clause 21, no bidder shall contact the **Purchaser** on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

24.2 Any effort by a bidder to influence the **Purchaser** in the **Purchaser's** bid evaluation, bid comparison or contract award decisions may result in rejection of the bidders bid.

24.3 The bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender accepting authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority bidder shall be sufficient reason to disqualify the bidder.

24.4 Notwithstanding anything contained in clause 24.3 above pursuant to ITB clause 21, the Tender Inviting Authority or the Tender Accepting Authority, may seek bona fide clarifications from bidders relating to the bids submitted by them during the evaluation of bids.

## **F. AWARD OF CONTRACT**

### **25. Post Qualification**

25.1 In the absence of pre-qualification, the *Purchaser* will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.2 (b) and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted by the bidder, pursuant to ITB Clause 11 as well as such other information as the *Purchaser* deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the *Purchaser* will proceed to the next lowest evaluated bid to make a similar determination of that bidders capabilities to perform satisfactorily.

### **26. Award Criteria**

26.1 Subject to ITB Clause 28, the *Purchaser* will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

### **27. Purchaser's right to vary quantities at time of award**

27.1 The *Purchaser* reserves the right at the time of award of contract to increase or decrease the quantity of services originally specified in the schedule of requirements without any change in price or other terms and conditions.

### **28. Purchaser's right to accept any bid and to reject any or all bids**

28.1 The *Purchaser* reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the purchasers action.

### **29. Notification of Award**

29.1 Prior to the expiration of the period of bid validity, the *Purchaser* will notify the successful bidder in writing by registered letter or by cable or telex, to be confirmed, that its bid had been accepted.

29.2 The notification of award will constitute the formation of the contract.

29.3 Upon the successful bidders furnishing of performance security pursuant to ITB Clause 31, the **Purchaser** will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB Clause 13.

### **30. Signing of Contract**

30.1 At the same time as the **Purchaser** notifies the successful bidder that its bid has been accepted, the **Purchaser** will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.

30.2 Within 10 days of receipt of notification of award, the successful bidder shall sign the contract agreement.

### **31. Performance Security**

31.1 Within 7 days of the receipt of notification of award from the **Purchaser**, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the **Purchaser**.

31.2 Failure of the successful bidder to comply with the requirement of ITB Clause 30 or ITB Clause 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the **Purchaser** may make the award to the next lowest evaluated bidder or call for new bids.

### **32. Fraud and corruption**

It is **purchaser's** policy to require that the bidders, Service Providers and contractors and their subcontractor observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the **purchasers**;

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) **“corrupt practice”**<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) **“fraudulent practice”**<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to

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<sup>1</sup> *In this context, any action taken by a bidder, Service Provider, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.*

<sup>2</sup> *“another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes staff and employees of other organizations taking or reviewing procurement decisions.*

<sup>3</sup> *a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.*

mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) **“collusive practice”**<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) **“coercive practice”**<sup>5</sup> 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;
- (v) **“obstructive practice”** is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended to materially impede the exercise of the purchaser’s inspection and audit rights provided for under sub-clause 32 (e) below.
- (b) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the contract if the purchaser determines at any time that the bidder, Service Provider and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.
- (d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- (e) will have the right to inspect the accounts and records of the bidders, Service Provider, and contractors and their subcontractors and to have them audited by auditors appointed by the purchaser.

Furthermore, Bidders shall be aware of the provision stated in Sub Clause 32 of the General Conditions of Contract.

### **33. Appeal**

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<sup>4</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> a “party” refers to a participant in the procurement process or contract execution.



- 33.1 This tender is governed by the provisions of Tamilnadu Transparency in Tenders Act 1998 and the Rules there under.
- 32.2 Any tenderer aggrieved by the order passed by the Tender Accepting Authority under section 10 of the said Act, may appeal to the Government within ten days from the date of receipt of order and the Government shall dispose the appeal within fifteen days from the date of receipt.
- 33.3 No Appeal shall be preferred while the tender is in process until tender is finalized and Notification of award as stated ITB in clause 29 is completed by the purchaser.

**SECTION III : GENERAL CONDITIONS OF CONTRACT**

**SECTION III: GENERAL CONDITIONS OF CONTRACT  
TABLE OF CLAUSES**

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## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the *Purchaser* and the Service Provider as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) “The Contract Price” means the unit price fixed for the services that will be provided by the Service provider under the Contract;
- (c) “Services” means Services provided by the **Service provider** under the terms of the contract.;
- (d) “GCC” means the General Conditions of Contract contained in this section.
- (e) “SCC” means the Special Conditions of Contract.
- (f) “The *Purchaser*” means the Organisation purchasing the services, as named in SCC;
- (g) “The **Service Provider**” means the individual or firm providing the services under this Contract;
- (h) “The Project Site”, where applicable means the place or places named in SCC.
- (i) “**Day**” means calendar day.

### 2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### 3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the bidding document.

### 4. Use of Contract Documents and Information

4.1 The Service Provider shall not, without the *Purchaser*'s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the *Purchaser* in connection therewith, to any person other than a person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Service Provider shall not, without the *Purchaser's* prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the *Purchaser* and shall be returned (in all copies) to the *Purchaser* on completion of the Service Provider's performance under the Contract if so required by the *Purchaser*.

## **5. Patent Rights**

5.1 The Service Provider shall indemnify the *Purchaser* against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

## **6 Performance Security**

6.1 Within 7 days after the Service Provider's receipt of notification of award of the Contract, the Service Provider shall furnish performance security to the *Purchaser* in the amount specified in the Special Conditions of Contract.

6.2 The proceeds of the performance security shall be payable to the *Purchaser* as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in India Rupees and shall be in one of the following forms:

(a) A Bank guarantee issued by a nationalized/ scheduled bank located in India and in the form provided in the bidding Documents or any other form acceptable to the *Purchaser*; or

(b) A cashier's cheque, certified cheque, or demand draft.

6.4 The performance security will be discharged by the *Purchaser* and returned to the Service Provider not later than 30 days following the date of completion of the Service Provider's performance obligations, unless specified otherwise in SCC

## 7. Inspection and Tests

7.1 The **Purchaser** or its representative shall have the right to inspect and/or to test the goods supplied for providing the services under this contract to confirm their conformity to the Contract at no extra cost of the **Purchaser**. The **Purchaser** shall notify the Service Provider in writing of the identity of any representatives retained for these purposes.

7.2 The inspections and test will be conducted on the premises of each site. All reasonable facilities and assistance including access to drawings/ data sheet literature / manuals shall be furnished to the inspectors at no charge to the **Purchaser**.

7.3 If the goods supplied for providing the intended services fail to conform to the specifications, the **Purchaser** may reject them and the Service Provider shall either replace the rejected goods or make all alternations necessary to meet tender requirements free of cost to the **Purchaser**.

7.4 deleted

7.5 Nothing in GCC Clause 7 shall in any way release the Service Provider from any obligations under this Contract.

### 7.6 Inspection and Audit

(i) The Service Provider shall permit the **purchaser** and or persons appointed by the **purchaser** to inspect the Service Provider's office and / or the accounts and records of the Service Providers and its sub contractors relating to the performance of the contract, and to have such accounts and records audited by auditors appointed by the purchaser if required.

The Service Provider's attention is drawn to Clause 32, which provides, inter alia, that acts intended to materially impede the exercise of the purchaser inspection and audit rights provided for under Sub-Clause 7.6 (i) constitute a prohibited practice subject to contract termination

## 8. Packing

Deleted

## 9. Delivery and Documents

Deleted

## 10. Insurance

10.1 The goods and its accessories including the facilities created at each site for providing the services under the Contract shall be fully insured in Indian Rupees

against the loss or damage incidental to operation and use in the manner specified in the Special Conditions of Contract.

**11. Transportation**

11.1 Deleted.

**12. Incidental Services**

12.1 The Service Provider may be required to provide any or all of the following services, including additional services, if any, specified in TOR:

**13. Spare Parts**

13.1 The Service Provider shall ensure stocking of necessary spares for the goods and accessories to ensure immediate replacement when required. Proper tie-up with the goods supplier/ maintenance agency covering the above points shall be ensured by the service provider.

**14. Warranty /Guarantee**

14.1 The Service Provider guarantees that the Services under this Contract is provided at 24 hours x 7 days per week.

14.2 If the Service Provider, having been notified, fails to rectify the deficiencies without cost to the purchaser within the period specified in SCC within a reasonable period, the *Purchaser* may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the *Purchaser* may have against the Service Provider under the contract.

**15. Payment**

15.1 The Service provider will be paid as per the agreed terms and in the manner as specified in the contract on per scan basis.

**16. Prices**

16.1 The per scan rates charged by the Service Provider for the Services performed under the Contract shall not vary from the charges quoted by the Service Provider in its bid, with the exception of any price adjustments authorized in the special Conditions of Contract or in the *Purchaser's* request for bid validity extensions, as the case may be.

## **17. Change Orders**

17.1 The *Purchaser* may at any time by written order given to the Service Provider pursuant to GCC Clause 30, make changes within the general scope of the Contract.

17.2 If any such changes causes an increase or decrease in the per scan rates or the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the *Purchaser's* change order.

## **18. Contract Amendments**

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **19. Assignment**

19.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the *Purchaser's* prior written consent.

## **20. Subcontracts**

20.1 The Service Provider shall notify the *Purchaser* in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Service Provider from any liability or obligation under the contract.

## **21. Delays in the Service Provider's Performance**

21.1 Performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by the *Purchaser* in its Schedule of Requirements.

21.2 If at any time during the performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of the Services, the Service Provider shall promptly notify the *Purchaser* in writing of the fact of the delay, its likely duration and its cause(s). Notwithstanding the above if the provision of Services is affected beyond 48 hours owing to any reasons like equipment breakdown, the service provider shall make alternate arrangement at its own cost to ensure uninterrupted services.



## **22. Penalty**

- 22.1 Subject to GCC Clause 24, if the Service Provider fails to provide the Services as per the terms in the Contract, the **Purchaser** shall, without prejudice to its other remedies under the Contract, levy an appropriate penalty at his full discretion.

## **23. Termination for Default**

(a) The **Purchaser** may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part;

- (i) if the Service Provider fails to perform the services and any other obligation(s) under the Contract; or
- (ii) if the Service Provider, in the judgment of the **Purchaser**, has engaged in fraud and corruption, as defined in GCC clause 32, in competing for or in executing the contract.

(a) In the event the **Purchaser** terminates the Contract in whole or in part, pursuant to GCC Clause 23.1(a), the **Purchaser** may procure, upon such terms and in such manner as it deems appropriate, the Services similar to those undelivered, and the Service Provider shall be liable to the **Purchaser** for any additional costs for such similar services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

## **24. Termination for Insolvency**

- (a) The **Purchaser** may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the **Purchaser**.

## **25. Termination for Convenience**

- (a) The **Purchaser**, may by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the **Purchaser's** convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

## **26. Force Majeure**

- 26.1 Notwithstanding the provisions of GCC Clauses 21,22,23, the Service Provider shall not be liable for forfeiture of its performance security, penalty or termination

for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 26.2 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 not foreseeable. Such events may include, but are not limited to, acts of the *Purchaser* either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 26.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the *Purchaser* in writing of such conditions and the cause thereof. Unless otherwise directed by the *Purchaser* in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **27. Resolution of Disputes**

27.1 The *Purchaser* and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the *Purchaser* and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

## **28. Governing Language**

28.1 The contract shall be written in English language. Subject to Clause 29, English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **29. Applicable Law**

- 29.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

### **30. Notices**

30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or fascimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **31. Taxes and Duties**

31.1 Service Providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc.,

### **32. Fraud and corruption**

32.1 If the Purchaser determines that the Service Provider has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 7 days notice to the Service Provider, terminate the Service Provider's employment under the Contract and cancel the contract, and the provisions of Clause 23 shall apply as if such termination had been made under clause 23.

(a) For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a purchaser investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or

intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].

***32.2 Notwithstanding the clause 32 above, Should any employee of the Service Provider be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.***

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT  
TABLE OF CLAUSES**

(The corresponding Clause number of the General Conditions is in parentheses)

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## SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

### 1. **Definitions(GCC Clause 1)**

- (a) The *Purchaser* is **Tamilnadu Medical Services Corp. Ltd., Chennai.**
- (b) The Service Provider is.....
- (c) Project site is the place(s) mentioned in the Schedule of Requirements

### 2. **Performance Security (GCC Clause 6)**

#### 2.1 Substitute Clause 6.1 of GCC by the following:

Within 7 days after the Service Provider's receipt of Notification of Award, the Service Provider shall furnish performance security to the *Purchaser* for an amount of Rs.1 lakhs valid upto 60 days after the date of completion of performance obligations.

#### 2.2 Substitute Clause 6.3 (b) of GCC by the following:

A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the *Purchaser*.

#### 2.3 Substitute Clause 6.4 of the GCC by the following:

The Performance Security will be discharged by the *Purchaser* and returned to the Service Provider not later than 60 days following the date of completion of the Service Provider's performance obligations, under the Contract.

#### 2.4 Add Clause 6.5 to the GCC of the following:

In the event of any contract amendment, the Service Provider shall, within 7 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter.

### 3. **Penalty**

An uptime guarantee of 99.95% shall be maintained out of total utility period of the goods by the end users during the contract period computed on monthly basis. For reduction in total uptime period per month more than 5% a penalty of 10% of

the monthly payment will be recovered, for reduction upto 15% and a flat penalty of 20% will be recovered as penalty, for reduction beyond 15% and upto 25%. If the reduction in uptime guarantee time is for more than 10 occasion in a quarter, the contract is liable for termination with forfeiture of performance security. If there is no link for uploading the scans for more than 3 hours in a day, then for such number of scans uploaded on that day subsequently no payment will be made for uploading.

#### **4. Resolution of Disputes (GCC Clause 27)**

Add as GCC Clauses 27.3 and 27.4 the following:

27.3 The dispute resolution mechanism to be applied pursuant to GCC Clause 27 shall be as follows:

(a) In the case of a dispute or difference arising between the **Purchaser** and a Service Provider relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall consist of 3 Arbitrator, one each to be nominated by the **Purchaser** and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus with in a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of Institute of Engineers (India).

27.4 The venue of arbitration shall be the place from where the Contract is issued (ie.) Chennai.

#### **5. Notices (clause 30)**

For the purpose of all notices, the following shall be the address of the **Purchaser** and Service Provider.

**Purchaser:** Tamilnadu Medical Services Corp. Ltd.,  
417, Pantheon Road,  
Egmore,  
Chennai 600 008.

**Service Provider:**

(To be filled in at the time of Contract signature)

#### **5. Enclosures to Bid:**



## 5.1 Technical bid (Cover A):

Technical Bid shall include the duly filled up Tender documents along with

- a) Bid Security.
- b) Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
- c) Authorisation of senior responsible officer of the Company to transact business.
- d) Annual turnover statement last for three years certified by the Auditor.
- e) Copies of Balance Sheet and Profit & Loss Account for three years certified by the Auditors.
- f) Sales Tax and service tax clearance Certificate as on 31.03.2016.
- g) Qualification Criteria – Section VI-A
- h) Performance Statement - Section XI
- i) Technical literature and other documents in support of the services.
- j) Any deviations
- k) In case of critical equipment, the Service Provider shall give a certificate to the effect that the equipment does not have any capability to remotely observe or access. If called for by the purchaser a verification and certificate of this claim shall be given by a 3<sup>rd</sup> party.**

## 17.2 Price Bid (Cover B):

Price bid shall include

- a) Duly filled in Price Schedule - Section VII
- b) Bid Form

Please note that the Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions.

**SECTION V : SCHEDULE OF REQUIREMENTS**

**SECTION – V**

**SCHEDULE OF REQUIREMENTS**

<b>Sc h. No.</b>	<b>Brief Description</b>	<b>Unit</b>	<b>places</b>	<b>Bid security</b>
1.	Providing Tele Radiology Services to Govt. Hospitals in the State of Tamil Nadu.	Nos.	58 Centres (70 CT and 18 MRI)	Rs.10,000/-

**Delivery Schedule:** - The facility shall be established as per the schedule given below.

<b>SI. No.</b>	<b>Activity</b>	<b>Schedule</b>
1.	Study and analyse client hospital's infrastructure and specifications and work together with the hospital to set up and maintain the connections and total work flow required for the Teleradiology services.	30 days after award of contract
2.	Provide 24x7 uninterrupted internet connectivity based on the best available signal feasibility study at the listed district head quarters hospitals and sub district hospitals.	45 days after award of contract

3.	Dedicated software solutions/ workstation for the above mentioned scope of work	30 days after award of contract
4.	Provide login credentials for in-house radiographers and empanelled radiologists identified by TNMSC.	30 days after award of contract

### List of Hospitals

District	No of centres	Hospitals	No. of CT scanners	No. of MRI scanner
Chennai	1	RGGGH, Chennai	7	2
	2	Kilpauk MCH, Chennai	1	1
	3	Royapettah, Chennai	1	1
	4	Stanley MCH, Chennai	3	1
	5	ICH, Chennai	1	1
	6	TNGMSSH, Chennai	2	1
Coimbatore	7	Coimbatore MCH	1	1
	8	Pollachi HQ	1	-
Cuddalore	9	Cuddalore HQ	1	-
Dharmapuri	10	Dharmapuri MCH	1	1
Dindigul	11	Dindigul HQ	1	-
	12	Palani	1	-
Erode	13	Erode HQ	1	1

<b>District</b>	<b>No of centres</b>	<b>Hospitals</b>	<b>No. of CT scanners</b>	<b>No. of MRI scanner</b>
	14	Gopichetty Palayam	1	-
Kancheepuram	15	Chengalpattu MCH	1	1
	16	Kancheepuram HQ	1	-
Kanniyakumari	17	Kanniyakumari MCH	1	-
	18	Padmanabapuram HQ	1	-
Karur	19	Karur HQ	1	-
Krishnagiri	20	Krishnagiri HQ	1	-
Madurai	21	GRH, Madurai (main campus)	3	1
	22	GRH, Madurai (Annex building)	1	-
	23	Usilampatti HQ	1	-
Nagapattinam	24	Nagapattinam HQ	1	-
Namakkal	25	Namakkal HQ	1	-
Nilgris	26	Ooty HQ	1	-
	27	Coonoor	1	-
	28	Kothogiri	1	-
	29	Gudalur	1	-
Perambalur	30	Perambalur HQ	1	-
Pudukottai	31	Pudukottai HQ	1	-
Ramanathapuram	32	Ramanathapuram HQ	1	-
Salem	33	MKMCH	2	1

<b>District</b>	<b>No of centres</b>	<b>Hospitals</b>	<b>No. of CT scanners</b>	<b>No. of MRI scanner</b>
	34	Mettur Dam HQ	1	-
Sivagangai	35	Sivagangai MCH	1	-
Thanjavur	36	Thanjavur MCH	1	1
	37	Kumbakonam HQ	1	-
Theni	38	Theni MCH	1	-
	39	Periyakulam HQ	1	-
Thoothukudi	40	Thoothukudi MCH	1	-
	41	Kovilpatti HQ	1	-
Tiruppur	42	Tiruppur HQ	1	-
Trichy	43	MGMGH	1	1
	44	Srirangam	1	-
Tiruvallur	45	Tiruvallore HQ	1	-
Tirunelveli	46	Tirunelveli MCH	1	1
	47	Tenkasi HQ	1	-
	48	Kudankulam	1	-
Tiruvannamalai	49	Tiruvannamalai MCH	1	-
Tiruvarur	50	Tiruvarur MCH	1	-
Vellore	51	Vellore MCH	1	1
	52	Tirupathur	1	-

<b>District</b>	<b>No of centres</b>	<b>Hospitals</b>	<b>No. of CT scanners</b>	<b>No. of MRI scanner</b>
	53	Walajah HQ	1	-
Villupuram	54	Villupuram MCH	1	1
	55	Kallakurichi HQ	1	-
Virudhunagar	56	Virudhunagar HQ	1	-
	57	Aruppukottai	1	-
Ariyalur	58	Ariyalur	1	-
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**SECTION VI : TERMS OF REFERENCE**



## SECTION VI : TERMS OF REFERENCE

### **Provision of Tele Radiology services in Govt. Hospitals in the State of Tamil Nadu**

#### **Terms of Reference:-**

- 1) The functioning of Tele-Radiology system includes the following activities: -
  - a) Capture of CT / MRI images by the in-house Radiographers.
  - b) Uploading the captured CT/ MRI images to the picture archival CS.
  - c) Interpretation and reporting of the CT/ MRI images.
- 2) Under 1(a) above, the Radiographers of TNMSC at the district Head Quarters Hospitals and Sub district hospitals will capture the CT/ MRI images of the patient as per the request of the physician/ surgeon with the available CT/MRI machines in that particular hospitals.
- 3) Under 1(b) above, the in-house radiographers will upload on 24x7 basis, the captures CT/ MRI images to the PACS/ dedicated software solutions/ work station of the prospective service provider through a secured network.
- 4) Under 1(c) above, the empanelled Radiologists will access the scan images and upload their reports.
- 5) The prospective service provider should undertake the following task under this contract: -
  - a) Study and analyse client hospitals infrastructure and specifications and work together with the hospital to set up and maintain the connections and total work flow required for the Tele-radiology services.
  - b) 24x7 uninterrupted internet connectivity based on the best available signal feasibility study at the listed district head quarters hospitals and sub district hospitals.

- c) Ensure the minimum uploading time of 3 to 5 minutes and the connectivity shall be available at 99.95% with no jitter and minimum latency as per standards preferably redundancy in connectivity.
  - d) Provide log-in credentials for in-house Radiographers and empanelled Radiologists identified by TNMSC.
  - e) Provide log-in credentials to other users as per TNMSC needs.
  - f) Provide SMS based alert facility to the patients and doctors.
  - g) Provide complete demo of the software solutions with the client for final approval of the version.
- 6) For the above task, the prospective service provider shall provide
- i) A dedicated software solutions/ workstation for the above mentioned scope of work.
  - ii) A dedicated server or the cloud technology as the case be with its complete maintenance.
  - iii) Log-in credentials for the empanelled Radiologists identified by TNMSC.
  - iv) A software solution to link remuneration payable/ paid to the empanelled Radiologists.
  - v) Options to send the reports by mail/ fax also.
  - vi) Options for both hospital side Physicians / Surgeons and empanelled Radiologists to discuss through mobile on the reports if the case be of critical/ special nature.
  - vii) Providing complete demo of the software solutions for the approval of the client.

- viii) Submitting detailed monthly report on the number of CT/ MRI images uploaded by each hospitals and details on the number of reports reported by the empanelled Radiologists each day and the amount of incentive paid to them.
  - ix) Providing each day dash board data on pendency of images yet to be reported through SMS to the Director of Medical and Rural Health Services in the concerned Joint Director of Medical and Rural Health Services and TNMSC.
  - x) Adhering to all the ethical principles while implementing the Tele-Radiology services.
- 7) The software offered should have necessary provision to identify emergency cases and elective cases at the time of uploading itself through different unique identification method like colour codes.
  - 8) The technical specifications for the proposed software solutions is enclosed in annexure-I.
  - 9) The list of Govt. hospitals proposed for the implementation of Tele Radiology software is as given under Schedule of Requirement.
  - 10) Schedule of completion of Tasks is as given in the Schedule of requirement.
  - 11) The prospective service provider is expected to work closely in coordination with the concerned liaison officer in the office of NHM to sort out any issues pertaining to any activities with regard to the implementation of Tele-radiology services.
  - 12) The list of Radiologists who optioned their willingness to get enrolled for providing this Tele-radiology services will be shared by NHM along with their bank particulars after obtaining them

- from O/o Directorate of Medical Education and O/o Directorate of Medical and Rural Health Services.
- 13) All outputs of the Tele-radiology services shall be reviewed by the Program Evaluation and Review committee constituted by the Mission Director – NHM on monthly basis initially for six months and thereafter once in 3 months.
  - 14) Payment will be released against the claim of the service bill with invoice and detailed monthly reports.
  - 15) The contract will be a period of 5 years but extendable beyond 5 years on mutual consent.
  - 16) The bidder should quote their rates on **per scan basis** to provide the connectivity services with necessary hardware and software installed at the District Head Quarter Hospitals and Sub district hospitals to enable the Radiographers to upload the images from their centres and download the reports at their centres.
  - 17) The server should check the continuity of the link with the scan centres to ensure the penalty clause (3) in SCC.
  - 18) Minimum assured scan load per year is 5,00,000 numbers. In case the actual numbers increase beyond 5 lakh scans, then the payment will be for actual numbers, and in case the number of scan is less than 5 lakh, then the payment will be for 5 lakh numbers.

## Technical Specification

### Annexure I

#### A. General Feature List

Sl. No.	Specifications
1	Browsers should works on Internet Explorer, Firefox, Chrome, Safari, etc
2	FDA cleared, HIPAA compliance, CE compliance
3	HIPAA user audit trails ensure compliance
4	HIPAA security is maintained on the RIS Web Portal because only those patients for whom the physician is listed as referring physician can be viewed via the RIS Web Portal
5	Disaster Recovery Solution
6	Integration with an existing HIS, RIS, EMR, LIS via HL7
7	Viewer and Rich Text reporting engine is tested in Windows XP, Windows 7 and above
8	Integrated with standard viewer on Mac OS
9	Supported on IOS and Android
10	Support of Rich Text Reporting
11	Support for Web based Reporting
12	Integrate with RIMAGE
13	Customization of reporting Template
14	Branding of the Website
15	Web based PACS Monitoring. Studies can be monitored from anywhere and at any time
16	Customizable Dashboard, Work list, finished report
17	Powerful administrator user interface allowing customization of all aspects from procedure creation, facility creation, staff roles, pre-configured data, etc
18	Complete work flow-driven RIS system which captures every process

	from patient registration to final report delivery
19	Voice recognition to be supported on the server side or client side for automatically transcribing reports
20	Intelligent workflow, individually customizable procedure steps by modality, to make the RIS workflow fit your exact workflow
21	Different standard report templates can be selected if the radiologist is reading for multiple facilities
22	Once signed, reports to be manually faxed or emailed to referring institution
23	They are also available on the web portal for access
24	Reports can be reviewed and electronically signed with a single click. Once signed, reports are locked and cannot be modified, except when unlocked by the original signer
25	Reports can be viewed via the RIS Web portal only after they have been signed as complete
26	Route for faster, automatic and reliable transfer of high quality images
27	Management Information System (MIS) provides information that organizations need to manage themselves efficiently and effectively
28	CD burning capability which should be centralized
29	Supports multiple DICOM modalities. There are no limits to the number of modalities which can be connected
30	Standard 2D/3D/MPR-MIP viewer with hanging Protocols
31	Chat feature for internal communication and study level auditing for chat
32	RSP-to-RSP forwarding
33	Connected Imaging feature enables sending the reports with the images to the patient on the email specified by the patient

## B. Image Management and archiving; Reporting tools

S. No.	Specifications
1	Rich text report editor
2	Digital signature tool
3	Reporting Engine is customizable to vertical, Horizontal and Floating mode
4	Signing Off the study, next study will be loaded automatically
5	User can load Next/ Previous study will be loaded automatically
6	Based on respective user, workflow action buttons will be displayed for respective status studies in reporting engine.
7	User can collapse / Expand study in for from reporting engine
8	User can view report in PDF form from reporting engine
9	User can enter collaboration details in 3 ways i.e., Result Called Into, Result Discussed with Custom comment in reporting engine
10	User can give his comments for crossing the SLA in Reason for Delay way in reporting engine
11	User can create his own Macro/ Short form in reporting engine
12	User can select respective macro template to complete the study from reporting engine
13	Report should be automatically saved in reporting engine
14	User can view images from reporting engine
15	User can update the existing macros based on permissions
16	Spell check is available at reporting engine
17	User can get the medical words from dictionary which is available at reporting engine

### C. Dashboards

S. No.	Specifications
1	Status of the studies w.r.t graph based on Study status, Hospital, Modality, Radiologist, MT, Criticality or Groups
2	Summary of studies w.r.t work list will be listed in homepage
3	Permission based visibility of RSP data to DEOs.
4	Scheduled shifts of respective user will be displayed in calendar and personal schedules can also be added

### D. Radiologist work station tools

S. No.	Specifications
1	Contrast/ brightness
2	Window width and level zoom (pointer based) zoom and pan
3	Smooth/ sharp filters color conversion
4	Multi frame RT display cine display RT
5	Automatic contrast optimization
6	Preset window/ level (CT, MRI) by drop down or key board shortcuts. Different types of layout as per user choice view the study
7	Cardiothoracic ratio calculation
8	Multimodality display simultaneously (MRI, CT etc) Distance measurement
9	<b>Annotation properties as user requirement Angle measurement</b>
	Lesion Area measurement
	Circumference measurement
10	<b>CT HU value measurement on a point</b>
	CT HU value measurement over an ROI (circle, freehand,



	rectangle) BASIC 3D(MIP, MPR)
11	<b>Image export to jpg/bmp/tiff etc Cine export of AVI</b>
	Jpg/bmp image import to DICOM archive
	Image printing to normal PC printer (Laser jet and inkjet) Image print to DICOM laser camera
12	User definable print layouts for the above Simultaneous multiple patient image viewing Synchronous processing
	(Sagittal/coronal/axial)
	Positive/ negative conversion
13	Annotation with user selectable Font, ruler type, size and color. Arrow marker on image
14	Image rotates and flips. Area circle measurement
15	Free hand area measurement
16	Multiple angle measurement for MSK studies. Since position indicator for CT & MRI images. 3D/MIP/MPR projections/ Volume rendering
17	Comparison of same patient study on side by side
18	Comparison of different patient studies up to 4 studies on side by side
19	Complete time line information of patient including history, notes, attachments, HIS report with thumbnail view
20	Cross reference lines sync automatic based on axial, to sagittal/ coronal manual/ auto sync of series during comparison
21	Image copy clipboard for PPT
22	Patient photo attachment on dicom image for insurance claim purpose...
23	Assigning of scout image.

24	Full screen image view without any menu on the screen Archiving text reports along with images in the same study
25	Mark of key images should be possible.
26	Images and cine loops should be possible to export into jpg/bmp/tiff, AVI etc for presentation and or publication
27	Possible to print ultrasound/ 3D color images on paper in a user selectable format possible to print on a LASER FILM camera in a user selectable format.
28	The print format should be user designable and in DICOM print format
29	Provision include hospital name, logo, adds etc., should be possible in the layout. Audio, Video conferencing tools to interact between hospitals doctors for opinions. Built-in reporting module. (Template Based, Dictation Software, Audio)

### E. Work list

S.No.	Specifications
1.	Created orders will list in work list
2.	User can view the work list in different themes i.e, Dark theme, Grey theme or light theme
3.	Based on respective user, Workflow action buttons will be displayed for respective status studies in work list
4.	Sorting of respective column is available at work list
5.	User can view work list summary with respect to Hospital, Group, Modality, Procedure, Criticality, Study status etc.
6.	User can customize the work list as per his requirement
7.	User can customize the columns in work list using "customize

	columns"
8.	Admin user can update workflow parameters from work list
9.	Identification of pre-fetched images on images icon at work list
10.	User can view Images, Status log, Attachments, Priorss, Contact details from work list
11.	User can have a Quick view on images by clicking on "Quick view" in work list and can also use First, Previous, Next and Cine options for respective series.
12.	User can edit an order from work list
13.	User can communicate to required user of respective group using "Communication log"
14.	User can collapse/ Expand work list summary from work list
15.	User can search with multiple filters in work list
16.	User can burn multiple no. of studies to CD from work list
17.	User can send multiple studies for RIMAGE which will burn automatically (Robo machine is required)
18.	User can share studies with required users using "share" option from work list
19.	User can abort multiple studies from work list
20.	Based on criticality (Stroke, STAT), Studies will be displayed with flag in Red and Orange colour
21.	User can update commitment time using date picker box from work list
22.	User can view report in PDF form from work list
23.	RAD/MT user can open reporting engine from work list
24.	User can give call or any study from work list
25.	Collaboration details will be displayed based on Groups.
26.	User can communicate internally and externally from work list
27.	Filter will be retained in work list after updating an order

## F. Work Flow

S.No	Specifications
1	Multiple physician access by means of tagging
2	Studies can be shared between Physicians, Radiologist
3	Admin can assign study to Radiologist [Not Mandatory]
4	Auto assigning of studies to the Radiologist on bases of emergency schedule, workload, speciality etc.
5	Alert mechanism- through SMS to the radiologist in case of emergency

## G. Scheduling

S.No	Specifications
1	Support scheduling of patients to multiple modalities and locations
2	Centralized scheduling for multiple sites /centres / hospitals
3	Generates DICOM-compatible modality work list upon modality queries
4	Accepts MWL and MPPS queries from modalities
5	Workflow supports schedule tracking, cancellation, appointment clashes, maintenance windows and centre holidays
6	Ability to schedule before, during or after and order entry is made
7	Integrates with EMR through HL7 messages

## H. Template based reporting

S.No	Specifications
1	Create user specific reporting templates for fast reporting
2	Paper printing
3	Print images and reports in flexible formats using predefined and user definable templates

## I. Image linking

S.No	Specifications
1	Interlink series for synchronized scrolling of images
2	Intelligent Resume

<b>S.No</b>	<b>Specifications</b>
3	If disconnected, it should automatically resume image download from the point it got disconnected

#### **J. DICOM PRINT**

<b>S.No</b>	<b>Specifications</b>
1.	Could print to any DICOM film printer
2.	Film composer with true print preview
3.	Print on any film size in landscape or portrait
4.	Image stitching
5.	All processing features
6.	Configure multiple DICOM printers
7.	Flexible header and foot printing
8.	Print icon and borders on film
9.	Multiple patients could be printed on the same film
10.	Print patient photo on film
11.	Insert complete series or all images to the print lay out
12.	Print multiple patients in single film (optional)
13.	Print multiple date images in single film

#### **K. Storage**

<b>S.No</b>	<b>Specifications</b>
1.	For Non-Medico legal case – 3 years
2.	For Medico legal cases – 8 years

#### **L. Crash management**

<b>S.No</b>	<b>Specifications</b>
1.	The vendor should be in a position to retrieve the lost images within 24 hours of short term memory images and within a week for long term memory images (previous year images)
2.	Provision for automatic memory back up in the main server for accidentally deleted images

<b>S.No</b>	<b>Specifications</b>
3.	Provision to store all images in the memory back up (in the main server) automatically and encryption/ protection of the images with authorization to delete the images by head of the institution/ authorized persons only (for medico legal purposes).

**M. Reporting time**

<b>S.No</b>	<b>Specifications</b>
1.	Reporting should be made based on emergency situation of the patients and software to contain the categorization of patients based on the critical illness.
2.	Critical cases reporting time – within 1 hour of the uploading of the images
3.	Other elective cases – Within 6 hours.

**Note:** Bidders shall furnish pointwise compliance statement to the above terms of reference in addition to other clauses of the bidding document.

## SECTION VI-A : QUALIFICATION CRITERIA

(Referred to in Clause 11.2 of ITB)

For determining the lowest-evaluated bid, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 11.2, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications

*The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):*

- (i) *The bidder must have provided similar services anywhere in India atleast for a period of one year on the date of bid opening.*
- (ii) *The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and financial) for providing the scan services as per the schedule after meeting all their current commitments.*
- (iii) *The information on similar services should be given in the Proforma given under Section-XI.*
- (iv) *Documentary evidence (end users certificate) in support of the satisfactory performance of services as specified above shall invariably furnished.*
  - a) *The annual turnover for the bidder should be atleast Rs.10.00 lakhs in any one of the last three years (2013-14 to 2015-16) in similar services, and it should be certified by the chartered accountants.*
  - b) *The bidder should have a cash/ credit limit of atleast Rs.2.50 lakhs with their bankers exclusively for this contract and a certificate for the above shall be furnished by the bankers.*
  - c) *The bidder should have uploaded scans of atleast 1,00,000 nos. in a year in any one of the last 3 years.*
- (v) *The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;*

*Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award*

*Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.*

*Note:*

*1) For the purpose of furnishing documentary evidence to meet the post qualification criteria, the bidder should furnish the following:*

- a. The services provided made to public sector/Government units in India/private sector, the bidder should submit an affidavit confirming that the performance statement given is correct along with copy of work order and end user certificate in support of satisfactory performance of the services as stated above.”*



**SECTION VII : BID FORM AND PRICE SCHEDULES**

Date:.....200  
Contract No.....

To:

Gentlemen,

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide .....

(Description of Services) in conformity with the said Bidding Documents for the sum of Rs..... per scan for uploading and Rs.\_\_\_\_\_ per scan for reporting in accordance with the Schedule of Prices attached herewith and made part of this bid.

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

If our bid is accepted we will obtain the guarantee of a bank in a sum of Rs.\_\_\_\_ for the due performance of the Contract, in the form prescribed by the **Purchaser**.

We agree to abide by this bid for a period of .....(90) days from the date fixed for bid opening under Clause 20 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof 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.

Dated this..... day of ..... 200..

Signature : .....  
(in the Capacity of) : .....

Duly authorised to sign bid for and on behalf of

.....

**PRICE SCHEDULE**

1	2	3	4
Sch No.	Item Description	Unit price	Tax if any applicable
1.	Rate for uploading one scan of CT/MRI and providing other associated services		

**i. Unit price in (6) (Rs in words)**

1. Rate for uploading one scan of CT/MRI and providing other associated services.....

Note:

- (a) In case of discrepancy between figures and words shall prevail.
- (b) **This price schedule should be placed in separate sealed cover “Cover B”**
- (C) **Service tax if any applicable.**

Place :

Signature of Bidder.....

Date :

Name .....

Business Address .....

**SECTION VIII : CONTRACT FORM**

**SECTION VIII: CONTRACT FORM**

THIS AGREEMENT made the ..... day of ....., 20..... between ..... (Name and Address of **Purchaser**) represented by the Managing Director ..... (hereinafter “the **Purchaser**”) of one part and .....(Name and Address of Service Provider) ..... (hereinafter “the Service Provider”) represented by ..... (Name of the Authorized Signatory and Designation), Aged ..... years, residing at ..... (Full Residential Address of the Signatory) of the other part:

WHEREAS the **Purchaser** is desirous that certain services should be provided by the Service Provider, viz., ..... (Brief Description of Services) and ..... has accepted a bid by the Service Provider for providing the services in the sum of ..... (Visit Price/scan in Words and Figures) (hereinafter “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
  - (a) the Bid Form and Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Terms of Reference
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the **Purchaser**'s Notification of Award
3. In consideration of the authorization to be provided by the **Purchaser** to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the **Purchaser** to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Purchaser** hereby covenants to authorize the Service Provider in consideration of the provision of the Services and the remedying of defects therein to collect the charges from the patients the unit cost per scan fixed under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**BRIEF PARTICULARS OF THE SERVICES WHICH SHALL BE PROVIDED BY THE SERVICE PROVIDER ARE:**

S.No.	Brief Description of Services	Unit Price per scan	Sales Tax if any applicable
-------	-------------------------------	---------------------	-----------------------------

**Delivery Schedule: As per the terms of the contract.**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For the **Purchaser**)

in the presence of .....

Signed, Sealed and Delivered by the

said .....(For the Service Provider) (Signature, Name, Designation and

Address with Office seal)

in the presence of .....

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

**SECTION IX : PERFORMANCE SECURITY FORM**

**SECTION IX: PERFORMANCE SECURITY FORM**

To : \_\_\_\_\_ (Name of *Purchaser*)

**WHEREAS** ..... (Name of the Service Provider) herein called “the Service Provider” has undertaken, in pursuance of Contract No..... dated, ..... to provide ..... (Description of Services) hereinafter 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 recognised bank for the sum specified therein as security for compliance with the Service Provider’s performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Service Provider a Guarantee

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, upto 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 limit 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.

This guarantee is valid until the ..... day of ..... 200.

Signature and Seal of Guarantors

.....  
.....  
.....

Date ..... 20 .....

Address .....

.....  
.....



**SECTION X: PERFORMANCE STATEMENT**

(Please see Clause 11.2(b)  
(ii) of Instructions to Bidders)

**SECTION X**

Proforma for Performance Statement (for a period of last five years)

Bid No.

**Name of the Firm**

Order placed by (Full Address of Purchaser)	Order No. and Dated	Description of services & qty	Value of order	Period of contract	Has the Service provided been satisfactorily (Attach a certificate from the end user)

---

Signature and Seal of the Bidder .....

.....

**SECTION - XII**

**AFFIDAVIT**

**(In Rs.10 NJ Stamp Paper)**

- 1) I \_\_\_\_\_ S/o. \_\_\_\_\_ residing at No. \_\_\_\_\_ proprietor / partner / Managing Director of \_\_\_\_\_ (Proprietary concern / Partnership firm / Company) carrying on business at No. \_\_\_\_\_ do hereby solemnly affirm and sincerely state as follows:-
- 2) I state that our concern / company participated in the tender Ref. for \_\_\_\_\_ providing the services of \_\_\_\_\_ with Tamilnadu Medical Services Corporation Ltd.,
- 3) Our concern / company had provided \_\_\_\_\_ nos. of similar services for the hospitals detailed below and the same is considered by us to meet the post qualification criteria prescribed in the tender above.

<b>Sl.no</b>	<b>Name of the services</b>	<b>Name and address of Hospital / Institution to which the service is provided.</b>	<b>Period of contract</b>	<b>Date of end user performance certificate</b>

- 4) I satisfy that the services provided to the above hospitals are satisfactorily as per terms of the contract.
- 5) The performance certificate, is attached for the above services.

Solemnly affirm at

Signed before me

Chennai on this \_\_\_\_\_

Day 2017 and signed in

my presence

(Notary Public)