



TAMILNADU MEDICAL SERVICES CORPORATION LIMITED

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BID REFERENCE:245/PETCT/GRH/TNMSC/ENGG/2017, Dt.07.12.2017

TENDER FOR PROVISION OF PET CT SCAN SERVICES AT GOVT.

RAJAJI HOSPITAL, MADURAI THROUGH PUBLIC PRIVATE

PARTNERSHIP MODE

LAST DATE AND TIME OF RECEIPT OF TENDER:11.01.2018 at 11.00 AM

NOT TRANSFERABLE

ABSTRACT

S. NO.	DESCRIPTION		PAGE NO.
1.	SECTION – I	INVITATION FOR BIDDERS (IFB)	4
2.	SECTION – II	INSTRUCTION TO BIDDERS (ITB)	7
3.	SECTION – III	GENERAL CONDITIONS OF CONTRACT (GCC)	26
4.	SECTION – IV	SPECIAL CONDITIONS OF CONTRACT (SCC)	38
5.	SECTION – V	SCHEDULE OF REQUIREMENTS	43
6.	SECTION – VI	TERMS OF REFERENCE	45
7.	SECTION – VI A	QUALIFICATION CRITERIA	70
8.	SECTION – VII	BID FORM AND PRICE SCHEDULE	72
9.	SECTION – VIII	CONTRACT FORM	76
10.	SECTION – IX	PERFORMANCE SECURITY FORM	79
11.	SECTION – X	PERFORMANCE STATEMENT	81
12.	SECTION – XI	AFFIDAVIT FORM	82

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**TENDER FOR PROVISION OF PET CT SCAN SERVICES AT GOVT. RAJAJI
HOSPITAL, MADURAI THROUGH PUBLIC PRIVATE PARTNERSHIP MODE**

BID REFERENCE	245/PETCT/GRH/TNMSC/ENGG/2017, DT.07.12.2017
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	12.12.2017
PRE BID MEETING	22.12.2017 at 11.00 AM
LAST DATE FOR SALE OF BIDDING DOCUMENT	10.01.2018
LAST DATE AND TIME FOR RECEIPT OF BIDS	11.01.2018, 11.00 AM
TIME AND DATE OF OPENING OF BIDS	11.01.2018, 12.00 Noon
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)

For and behalf of the Dean, Govt. Rajaji Hospital, Madurai, sealed Tenders will be received till 11.00 AM on 11.01.2018 by the General Manager (Equipment) as Tender inviting Authority(TIA), Tamilnadu Medical Services Corp. Ltd., Chennai for tender for provision of PET CT Scan Services at Govt. Rajaji Hospital, Madurai Through Public Private Partnership Mode

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.

Price of bidding document (Non-refundable)	Rs.5,725/- (Inclusive of all taxes) (Alternatively, the tender document can be downloaded from www.tenders.tn.gov.in and TNMSC website www.tnmsc.com at free of cost)
Postal charges, inland	Rs.200/- (extra)
Date of commencement of sale of bidding document	12.12.2017
Pre bid meeting	22.12.2017 AT 11.00 AM
Last date for sale of bidding document	10.01.2018
Last date and time for receipt of bids	11.01.2018, 11.00 AM
Time and date of opening of Technical bids	11.01.2018, 12.00 Noon
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.

4. No cost towards bidding document is required to be paid if it is downloaded from the website. However, 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

TABLE OF CLAUSES

CLAUSE NO.	TOPIC NUMBER	PAGE NO.
	A. INTRODUCTION	10
1.	Eligible Bidders	10
2.	Cost of Bidding	10
	B. BIDDING DOCUMENTS	10
3.	Contents of Bidding Documents	10
4.	Clarification of Bidding Documents	11
5.	Amendment of Bidding Documents	11
	C. PREPARATION OF BIDS	12
6.	Language of Bid	12
7.	Documents Comprising the Bid	12
8.	Bid Form	12
9.	Bid Prices	12
10.	Bid Currencies	13
11.	Documents Establishing Bidder's Eligibility and Qualifications	13
12.	Documents Establishing Goods Conformity to Bidding Documents	13
13.	Bid Security	15
14.	Period of Validity of Bids	15
15.	Format and Signing of Bid	16

CLAUSE NO.	TOPIC NUMBER	PAGE NO.
	D. SUBMISSION OF BIDS	17
16.	Sealing and Marking of Bids	17
17.	Deadline for Submission of Bids	17
18.	Late Bids	18
19.	Modification and withdrawal of Bids	18
	E. BID OPENING AND EVALUATION	19
20.	Opening of Bids	19
21.	Clarification of Bids	19
22.	Preliminary Examination	19
23.	Evaluation and Comparison of Bids	20
24.	Contacting the TIA	22
	F. AWARD OF CONTRACT	22
25.	Post-qualification	22
26.	Award Criteria	22
27.	Right to Vary Quantities at Time of Award	22
28.	Right to Accept any Bid and Reject any or all Bids	22
29.	Notification of Award	22
30.	Signing of Contract	23
31.	Performance Security	23
32.	Fraud and Corruption	23
33.	Appeal	25

A. INTRODUCTION

1. Eligible Bidders

1.1 Manufacturers /authorized representatives / direct importers/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 TIA to provide consulting services for the procurement of the above services, under this Invitation of Bids.

1.2.1. The GST registered bidders are only eligible to participate in the tender.

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 *TIA*.

2. Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and neither the purchaser nor the TIA, 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
- k. Affidavit

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 *TIA* in writing or by telex or cable at the *TIA* mailing address indicated in the Invitation for Bids. The *TIA* 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 *TIA*. Written copies of the *TIA*'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 **22.12.2017 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 *TIA* 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 TIAs 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 *TIA* 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 *TIA* 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 *TIA*, 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 (i.e. single Common Uniform discount on the scan charges indicated)
- (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 *TIA* and will not in any way limit the *TIA*'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 *TIA*'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 equipment that will be provided at the site for the intended services;
- (b) the arrangement made for proper maintenance of the equipment to ensure the uninterrupted provision of the services.
- (c) an item-by-item commentary on the *TIA*'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 equipments and references to brand names or catalogue numbers if any, designated by the *TIA* 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 *TIA*'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 *TIA* 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 *TIA* 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 *TIA*, 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 180 days after the date of bid opening prescribed by the *TIA*, pursuant to ITB Clause 17. A bid valid for a shorter period may be rejected by the *TIA* as non-responsive.

14.2 In exceptional circumstances, the *TIA* 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 authorized to bind the Bidder to the Contract. The letter of authorization 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 *TIA* 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 12.00 Noon on 11.01.2018.”

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 *TIA* 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 *TIA* 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 *TIA*, the bids will be received up to the appointed time on the next working day.

17.2 The *TIA* 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 TIAs 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 *TIA* after the deadline for submission of bids prescribed by the *TIA*, 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 *TIA* 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 TIA

20.1 The *TIA* will open only the Technical bids (Cover A) of all bids, in the presence of bidder's representatives who choose to attend, at **12.00 Noon on 11.01.2018** 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 *TIA*, 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 *TIA*, 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 *TIA* 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 *TIA*.

21. Clarification of Bids

21.1 During evaluation of bids, the *TIA* 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 *TIA* 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 *TIA* 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, lower of the two will prevail.

22.3 The **TIA** 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 **TIA** 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 **TIA**'s determination of a bid's 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 **TIA** and may not subsequently be made responsive by the bidder by correction of non-conformity.

23. Evaluation and Comparison of Bids

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

23.2 The **TIA**'s 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 TIA

24.1 Subject to ITB Clause 21, no bidder shall contact the **TIA** 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 **TIA** in the **TIA**'s bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's 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 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 *TIA* 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 *TIA* 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 *TIA* 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 *Tender Accepting Authority(TAA)/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. Right to vary quantities at time of award

27.1 The *TAA/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. Right to accept any bid and to reject any or all bids

28.1 The *TAA/ 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 TIAs action.

29. Notification of Award

29.1 Prior to the expiration of the period of bid validity, the *TAA/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 **TIA** 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 **TAA/Purchaser** notifies the successful bidder that its bid has been accepted, the **TAA/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 **TAA/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 **TAA/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 **TAA/Purchaser** may make the award to the next lowest evaluated bidder or call for new bids.

32. Fraud and corruption

It is **TIA**'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.¹ In pursuance of this policy, the **TIA**;

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) **“corrupt practice”**² 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”**³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to

¹ *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.*

² *“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.*

³ *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”**⁴ 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”**⁵ 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 TIA’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 TIA 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 TIA.

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

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

⁵ *a “party” refers to a participant in the procurement process or contract execution.*

33. Appeal

- 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 TIA.

SECTION III : GENERAL CONDITIONS OF CONTRACT

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

Clause No.	Topic	Page No.
1.	Definitions	28
2.	Application	28
3.	Standards	28
4.	Use of Contract Documents and Information	29
5.	Patent Rights	29
6.	Performance Security	29
7.	Inspection and Tests	30
8.	Packing	31
9.	Delivery and Documents	31
10.	Insurance	31
11.	Transportation	31
12.	Incidental Services	31
13.	Spare Parts	31
14.	Warranty/Guarentee	32
15.	Payment	32
16.	Prices	33
17.	Change Orders	33
18.	Contract Amendments	33
19.	Assignment	33
20.	Subcontracts	33
21.	Delays in Service Provider's Performance	33
22.	Penalty	34
23.	Termination for Insolvency	34
24.	Termination for Convenience	34
25.	Termination for Default	34
26.	Force Majeure	35
27.	Resolution of Disputes	35
28.	Governing Language	35
29.	Applicable Law	36
30.	Notices	36
31.	Taxes and Duties	36
32.	Fraud and corruption	36

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 **TIA** 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 MRI scans that will be collected by the Service provider under the Contract from the patients;
- (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 Tender Inviting Authority (TIA) means the organisation inviting the Tender, named in SCC.
- (g) The Tender Accepting Authority (TAA) means, the organisation accepting the Tender named in SCC.
- (h) “The **TIA**” means the Organisation purchasing the services, as named in SCC;
- (i) “The **Service Provider**” means the individual or firm providing the services under this Contract;
- (j) “The Project Site”, where applicable means the place or places named in SCC.
- (k) “**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 *TIA/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 *TIA/Purchaser's* 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 *TIA/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 *TIA/Purchaser* and shall be returned (in all copies) to the *TIA/Purchaser* on completion of the Service Provider's performance under the Contract if so required by the *TIA/Purchaser*

5. Patent Rights

5.1 The Service Provider shall indemnify the *TIA/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 *TIA/Purchaser* in the amount specified in the Special Conditions of Contract.

6.2 The proceeds of the performance security shall be payable to the *TIA/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 *TIA/Purchaser*; or

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

6.4 The performance security will be discharged by the *TAA/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 *TIA/TAA/Purchaser* or its representative shall have the right to inspect and/or to test the equipment intended for providing the service under this contract to confirm their conformity to the Contract at no extra cost of the *TIA/TAA/Purchaser*. The *TIA/TAA/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 the Service Provider at 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 *TIA/TAA/Purchaser*.

7.3 The equipment intended for providing the services under this contract fail should conform to the specifications, the *TIA/TAA/Purchaser* may reject them and the Service Provider shall either replace the rejected equipment or make all alternations necessary to meet tender requirements free of cost to the *TIA/TAA/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 *TIA/TAA/Purchaser* and or persons appointed by the *TIA/TAA/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 equipment 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 SCC:

- (a) Supply, installation and commissioning of equipment and accessories intended for providing the services under this contract.
- (b) Periodical maintenance of the equipment and accessories to ensure uninterrupted services under this contract.
- (c) Entire manpower (skilled and unskilled) required for operation of Equipment and accessories and providing all the services.

13. Spare Parts

13.1 The Service Provider shall ensure stocking of necessary spares for the Equipment and accessories to ensure immediate replacement when required. Proper tie-up with the equipment 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 basis and scan film with report is provided within in 2 hours.

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/TOR 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 authorized by the TIA to collect the scan charges finalized under this contract from the patients.

15.2 The service providers shall take scans for the inpatients referred by the respective hospital under Chief Minister's Comprehensive Insurance Scheme and to all other patients covered under the insurance scheme in a cashless mode (not paid by the patient) but reimbursed by the dept./ insurance company through the hospital out of the insurance claim amount as per the said procedure governing the insurance scheme.

16. Prices

16.1 The scan charges 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, arrived at based on the Single Common Uniform discount offered by the bidder on the scan charges indicated in the price schedule with the exception of any price adjustments authorized in the special Conditions of Contract or in the *TIA*'s request for bid validity extensions, as the case may be.

17. Change Orders

17.1 The *TIA* 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 scan charges 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.

20. Subcontracts

20.1 No sub letting in part or whole of the process/infrastructure/services will be allowed.

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*.

21.2 If at any time during the performance of the Contract, the Service Provider 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 arrange for scanning at any of the nearest outside centre same the charges fixed in this contract and by increasing additional cost if any for such in scan outside centre.

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, as detailed in the Term of Reference(TOR).

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 **TIA**, 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 in executing the obligation of the contract, 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)

Clause Number	Topic	Page Number
1.	Definitions (Clause 1)	40
2.	Performance Security (Clause 6)	40
3.	Resolution of Disputes	40
4.	Notices (Clause 30)	41
5.	Enclosures to Bid	41

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 Tender Inviting Authority is the General Manager(Equipment), Tamilnadu Medical Services Corporation Ltd.,(TNMSC Ltd.), Chennai
- (b) The Tender Accepting Authority is the Board, representing the Managing Director, TNMSC Ltd., Chennai
- (c) The **Purchaser** is **The Dean, Govt. Rajaji Hospital, Madurai**

- (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 *TIA* for an amount of Rs.50 lakhs valid upto 60 days after the date of completion of performance obligations, initially for one year and should be renewed every year 60 days in advance before expiring of one year period.

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. 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.

4. Notices (clause 30)

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

Purchaser: The Dean,
Govt. Rajaji Hospital,
Madurai.

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 for last three years (2014-15, 2015-16 to 2016- 17) 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 31.03.2017.
- g) Qualification Criteria – Section VI-A
- h) Performance Statement - Section X
- i) Technical literature and other documents in support of the services.
- j) Letter for undertaking as per page 60 & 61.
- k) General information as in page 62.
- l) Under taking letter for supply of new machine as per clause 20 at page 69.
- m) Any deviations
- n) 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 TIA a verification and certificate of this claim shall be given by a 3rd 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

Sch. No.	Brief Description	Unit	Qty.	Bid security
1.	Provision of PET CT scan services through Public Private Partnership Mode as per terms of the bidding document.	No.	1	Rs.5,00,000/-

Delivery Schedule: - The facility shall be established within **120 days** from the date of award of contract.

Place of establishment : Govt. Rajaji Hospital, Madurai

SECTION VI : TERMS OF REFERENCE (TOR)

SECTION VI : TERMS OF REFERENCE

CHECK LIST

CONTENT	Page.No
1. Brief Outline of the NM PPP Proposal	(48)
2. Project Summary Table	(49)
3. Qualification criteria	(49)
4. Period of Contract	(49)
5. Scope of service provider	(50)
6. Obligation of Hospital Authority	(51)
7. Project Location & Regulations:	(51)
8. Equipment	(52)
9. Legal	(53)
10. Selection process	(54)
11. Methodology of collecting charges from the patients	(55)

12. Performance Monitoring	(56)
13. Performance Security	(56)
14. Procedures covered in the services	(57)
15. Project Commencement	(59)
16. Letter of Undertaking	(60)
17. General Information on the Bidder	(62)
18. Submission of Price Bid	(62)
19. Technical Specifications - Minimum Requirements	(63)

1. Brief Outline about the proposal-

- 1.1** The proposal is **BOO (Build, Own and Operate)** model of PPP and hence there should be no extra expenditure to the State Government. Instead, the successful bidder (service provider) will have to pay 10% of their monthly collection to Hospital Maintenance Fund(HMF) of the hospital for utilization of space, electricity & water.
- 1.2** The bidder should have a proper tie-up through a legally valid agreement with the manufacturer for providing the PET CT equipment for the full contract period and also should provide atleast the minimum number of qualified and experienced specialist and technicians at this site for the full contract period for running the scan services.
- 1.3** The equipment provided by the service provider should comply with the generic technical specification given in the bidding document and of newer generation. Older generation or refurbished equipment are not permitted.
- 1.4** The bidder should indicate in the price bid a single common and uniform percentage of reduction in the scan charges indicated in the bidding document. Variable percentage of reduction for each scan should not be quoted. Among the technically shortlisted bidder who have offered the highest single common and uniform percentage of reduction on the scan charges will be considered for award of contract, subject to ITB clause 28.1 of the bidding document.
- 1.5** The details of eligibility criteria are as indicated in **Section VI-A Qualification Criteria** indicated in the bidding document.

2. **PROJECT SUMMARY TABLE**

Scope	To provide PET-CT scan facilities, to poor at affordable cost at Govt. Rajaji Hospital, Madurai through Public Private Partnership (PPP) mode. The successful bidder as Service Provider shall provide services with proper equipment, skilled manpower and consultants.
Name of project	PET-CT scan services under PPP mode.
Type of PPP	Build Own Operate (BOO)
Location	Pre Operative ward of plastic surgery (Ward 230).
Area for Centre	Sufficient space / rooms available.
Capital Project Cost	Nil to State Government. Cost on equipment and infrastructure modification will be incurred by the successful bidder as service provider.
Description of Equipment	(i) PET-CT with accessories
Equipment and recurring Cost	Entire cost on procurement of Equipment including accessories and running cost to be borne by the successful bidder as service provider.
Financial/ Bid criteria Price	Single common uniform Percentage reduction offered on the basic Scan charges prescribed.

3. **QUALIFICATION CRITERIA**

3.1 The qualification are as specified in “Section VI-A Qualification Criteria”

4. **PERIOD OF CONTRACT**

4.1 The contract period will be initially for 10 years. Within the 10 year period the contract will be reviewed every year for renewal based on the performance. After 10 years period,

the contract is extendable for further period on mutual consent.

- 4.2** No sub letting in part or whole of the process/ infrastructure/services will be allowed
- 4.3** On expiry of the contract, the service provider will take away all equipment and ancillary equipment that are under their ownership, without disturbing the physical infrastructure provided by the hospital.

5. SCOPE OF SERVICE PROVIDER

- 5.1** The service provider should provide round the clock uninterrupted services by posting qualified and experienced manpower at required numbers on shift basis as mentioned, including provision of security & housekeeping services for the centre.
- 5.2** The Service provider will obtain all the required approval/ certificate to run the facility and shall consistently follow all the required guidelines.
- 5.3** Running cost of all facilities including staff salary to be borne by the Service Provider.
- 5.4** For reporting purposes, the service provider has an option to use Tele-reporting services.
- 5.5** Service provider should ensure uptime warranty of 95%.
- 5.6** Service Provider must obtain insurance cover for equipment and other facilities connected with services.
- 5.7** Obtaining any permit including civil, electrical and radiation safety requirements with the help of the institution authority shall be the responsibility of the service provider.

- 5.8** Service Provider shall ensure regular supply of Isotopes and relevant cold kits etc for sustained / uninterrupted services to patients.
- 5.9** Should have 24 hour diesel generator backup during electrical power failure.
- 5.10** The prices indicated for PET CT scans are inclusive of radio pharmaceutical and contrast cost. The contrast and FDG will have to be procured and supplied by the service provider at their cost.
- 5.11** The scan charges indicated will be considered for revision after 5 years by a standing committee constituted by the Competent Authority which will include a member representing the service provider. The decision of the hospital authority will be final in this regard.

6. OBLIGATIONS OF THE HOSPITAL AUTHORITY

- 6.1** The hospital authority will provide available physical structure/space for the specified works.
- 6.2** Payment of property taxes, rent rates, cesses and any other property related payments.
- 6.3** Electricity & Water will be provided by the hospital as per rest of the hospital services.
- 6.4** Maintenance of main building structure housing the said facility.
- 6.5** Posting of security staff at hospital main entrances only.

7. PROJECT LOCATION & REGULATIONS:

- 7.1** Space/Rooms, Water & Electricity will be provided by the Hospital at the existing Pre Operative Ward of Plastic Surgery (Ward 230).
- 7.2** The area/ rooms in this premise for this project under PPP will be ear-marked as per AERB approval Professor of Radiology and Radiation Safety Officer (RSO) of Government Rajaji Hospital.

- 7.3** Permission will be given to the service provider for only interior alterations to locate the equipments as per AERB regulation.
- 7.4** The service provider will do all the needed facilities towards the project totally on its own cost.
- 7.5** Towards the provision of space, Water & Electricity provided by the hospital, the service provider should pay 10% of its total monthly collection to HMF of GRH, Madurai.
- 7.6** No permission will be given in altering the structure of the rooms/building as it is a heritage building.
- 7.7** The rooms / area allocated will be under the custody of the service provider during the project period only.
- 7.8** It is the responsibility of the private sector party to safeguard its facility at all 24 hours and all along the project period. Govt. will not take any responsibility on insurance of any type during the project period.
- 7.9** If the service provider at the end of the project period, if does not want to renew the contract they should hand over the premises in a proper state with signed acceptance from Professor and HOD of Radiology, Radiation Oncology, Medical Oncology and the Dean of the Government Rajaji Hospital.
- 7.10** All infrastructural facilities including work tables, patient furniture etc is the responsibility of service provider only.

8. Equipment:

- 8.1** The main equipment PET-CT should meet the basic minimum and generic specification given in this document.. Second hand equipment, Out dated models (or) refurbished equipment will not be permitted.

8.2 The short listing of the bidder in the technical bid is subject to acceptance by the TNMSC, the model, version and specification etc., of the equipment proposed to be provided by the bidder for the project.

8.3 Purchase, Installation and Maintenance etc., of all the equipment & accessories and issues related to this will be under the scope of service provider only and there is no binding contractual obligation for the Institute (or) the State Govt. in this regard.

9. LEGAL

9.1 The hospital will have the full power and authority as the legal owner of the institution, to enter into an agreement for performing defined obligations by the Service Provider.

9.2 Service Provider will be authorized to make changes in civil work, fittings, cablings etc. as per requirement for operating equipment in consultation with hospital administration including the work required for AERB certification and obtaining AERB certificate.

9.3 No modifications of permanent structure will be allowed.

9.4 In case of change of legal status of Service Provider, fresh mutual agreement will have to be entered into.

9.5 Any medic-legal issues arising in the course of or out of treatment of patients will be the responsibility of Service Provider.

9.6 The resolution of disputes will be as per GCC Clause 27 to be read with SCC on this clause.

9.7 Provisions of Consumer Protection Act and RTI Act are applicable to the Service rendered by Service Provider.

9.8 All the Laws of land including Minimum Wages Act, ESI Act, EPFO Act etc., are applicable to Service Provider.

9.9 Courts at Tamilnadu shall have exclusive jurisdiction to deal with legal issues/disputes arising out of functioning of the Centre.

10. SELECTION PROCESS

10.1 Open tender under two cover system will be followed. The technical bid (cover A) will be opened on the due date in the presence of the bidders. After evaluation of the technical bids, with reference to the terms of the tender, the bidders will be shortlisted for price bid (Cover B) opening. Among the shortlisted bidders, the bidder who have offered the highest single common uniform percentage reduction on the scan charges prescribed will be considered for award of contract subject to ITB clause 28.1.

10.2 The bidders are requested to familiarize about the project and visit the hospital before submitting their proposal.

10.3 A Pre-Bid conference will be held on the noticed date and time. The prospective bidders are expected to furnish their points atleast 48 hrs in advance for discussion in the pre bid meeting.

10.4 Technical evaluation for basic requirements on equipments specification submitted by the bidders will be carried out by a committee of specialists constituted, for short listing.

10.5 The Tender Accepting Authority reserves the rights 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 their action.

11. METHODOLOGY OF COLLECTING CHARGES FROM THE PATIENTS

- 11.1** The Service provider will be allowed to directly collect the charges from patient only at the accepted rates against proper receipts.
- 11.2** The details of patient, types of scan taken and charges collected should be furnished everyday to the hospital authority for verification and records.
- 11.3** Rendering scan services without collection of charges is not permitted. However for patients covered under Chief Ministers comprehensive Health Insurance Scheme (CMCHIS) the scanning will be on cashless mode with proper authentication by the insurance company and such cases should be recorded separately and furnished by the service provider on daily basis to the hospital Authority.
- 11.4** The patients referred to this facility for its available procedure should not be diverted elsewhere for any reasons.
- 11.5** The charges collected for the studies will be the same for all the patients either referred by the Government hospital or private hospital/doctors Prescribed.
- 11.6** In case the services could not be provided by the service provider for more than 48 hours due to any reasons, the service provider at his risk and cost should arrange to get the scans done in similar centre nearby; otherwise a penalty of Rs. 10,000/- per day is leviable for a maximum of 7 days and at Rs. 50,000/- per day thereafter for the next 7 days.
- 11.7** For more than 3 such failures of the stoppage of services for more than 10 days in a year will attract a additional penalty of Rs. 5,00,000/- per year.
- 11.8** Notwithstanding the above, the contract is liable for termination in case the performance of the service provider

is not satisfactory and more than 10 occasion of stoppage of services or cumulatively for 60 days, the hospital authority has the right to terminate the contract with 15 days notice, besides forfeiture of performance security and blacklisting.

12. PERFORMANCE MONITORING

12.1 The Hospital Authority is free to monitor the quality of services rendered by the Service Provider on a periodical basis. Any shortcoming will be communicated to the Service Provider in writing, and service provider will be responsible for necessary corrective action.

12.2 Regular patient satisfaction survey/ grievance redressal shall be carried out and shared by the hospital authority to the Service Provider and corrective action needs to be taken by service provider as directed by the hospital authority.

12.3 The Dean or his authorized person shall have the right to inspect the Centre at any time.

12.4 The service provider will nominate an official for liaison work and performance monitoring.

13. PERFORMANCE SECURITY

13.1 The successful bidder should furnish performance security in the form of the Demand Draft or bank guarantee in the prescribed format for Rs. 50 lakhs as specified. The performance security should be valid initially for one year and renewed every year 60 day in advance before the expiry of one year period.

14. PROCEDURES COVERED IN THE SERVICES

14.1 PET-CT procedures:

14.1.1 PET-CT is for diagnosing early cancers, Staging cancer, planning therapy, follow-up & recurrence detection in Cancer and to know the cancer spread.

14.1.2 This facility has to be started by the service provider by infrastructure corrections, installation & running PET-CT equipment facility in the existing premises after obtaining license from AERB.

14.2 Staff:

14.2.1 Selection of the staff, their appointment, Payment of Salary & perks for all kind of staff needed to run the facility is the responsibility of the service provider only.

14.2.2 There is no binding contractual obligation for the Institution (or) the State Government in this regard.

14.2.3 However suggestions and guidance of the qualified & licensed personnel with experience in nuclear medicine field may be provided at request if available at the institute.

14.2.4 Services if any from Nuclear Medicine personnel (NM-doctors, & NM-Technologists) of Govt. Rajaji Hospital provided on mutually accepted payment basis but only after regular duty hours of the institution.

14.2.5 The following minimum staff is to be deployed by the service provider having the qualification and having atleast 1 year work experience in the field of nuclear medicine.

Sl.No	Minimum Requirement (Grade Wise)	Minimum Qualification
1	Nuclear Medicine Qualified Doctor	DRM/ DNB/ MD (NM)
2	Qualified Technologist	DMRIT/BSc (NMT)/ MSC (NMT)
3	Radiation Safety Officer	Either Dr./ Technologist/ Physicist
4	Supportive Staff	As per needs of workload

NB. The staff pattern indicated above is the minimum required for the Centre.

14.3 Rates on Nuclear Medicine Services to be provided:

14.3.1 A list on PET scan charges is given in this bidding document. The bidder should indicate a single common and uniform reduction on these rates.

14.3.2 The charges thus fixed should be followed by the service provider for a maximum of 5 years and any revision of study charges after five years will be done by the project standing committee and the decision of the hospital authority is final in this regard.

14.4 Advisory Committee for the Project:

14.4.1 An advisory committee will be formed by the department for this project for taking decisions with respect to the project.

14.4.2 The representative of the service provider will also be inducted as one of the member.

14.5 Standing Committee to regulate the NM PPP Project:

14.5.1 A standing committee will be formed by the hospital (Which will include Radiation and Safety Officer. Medical & Surgical Oncologists besides Professor of Radio-diagnosis) to take day to day issue on running the project.

14.5.2 The representative of the service provider will also be inducted as one of the member.

15.0 Project commencement:

The project should be commenced within **120 days** from the date of award of contract.

16.0 Letter of Application & Interest

The bidder should submit as part of their Technical bid an undertaking in Rs. 20/- non judicial stamp paper in the following format signed by their arthorised signatory.

LETTER OF UNDERTAKING

Sub: Tender for provision of PET-CT scan services under PPP format

Sir,

1. Being duly authorized to represent and act for and on behalf of..... (Hereinafter referred to as “the bidder”), and having studied and fully understood all the information provided in the bidding document, the undersigned hereby apply for **“provision of PET-CT scan services under PPP format”** according to the terms & conditions of the tender Document.
2. Our Technical bid and price bid as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. The bid Security is enclosed in the technical bid as specified.
4. TNMSC, or its authorized representative will have the right to conduct any inquiries / investigation to verify the statements, documents and information submitted by in connection with the bid and to seek clarification from our banker regarding any financial and technical aspects. This letter of undertaking will also serve as authorization to any individual or authorized representative of any institution referred by as the part technical bid, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of us.
5. The following person is aauthorized for any further information with respect to our bid for this tender:
Name of the person :
Address:
Phone: Fax:
6. This undertaking is made with full understanding that:
The tender accepting authority reserve the right to reject or accept any Bid/ Proposal, cancel the bidding process, and / or reject all Bids.

We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, are complete.

- 7. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this bidding document and Project related Information as required for the Proposal. We have also visited the Facilities for the assessment and have made our own due diligence and assessment regarding the project.*
- 8. We agree to keep our Proposal valid for one hundred and eighty (180) days from the date of submission of Proposal thereof and not to make any modifications in its terms and conditions. Should this Proposal be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the all said proposal documents.*
- 9. This undertaking is made with the full understanding that the validity of proposal submitted at the time of bidding and its final acceptance by the department and hospital administration. We agree that, without prejudice to any other right or remedy, the tender inviting authority shall be at liberty to forfeit the said Bid Security absolutely as per the terms of the tender.*

Place:

Date:

*Authorised signatory
Name and seal of Bidder*

17.0 General Information on the Bidder

1. (a) Name :
- (b) Country of incorporation :
- (c) Address of the corporate headquarters and its branch office(s), if any, in India :

2. Details of individual who will serve as the point of contact / communication for within the Company:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) Fax Number :
 - (g) E-Mail Address :

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the bidder)

Designation:

Place:

Date:

18.0 Submission of Price bid

(To be submitted in separate sealed envelope (Cover B), and signed by the Bidder's authorized signatory)

The price bid should be submitted in a separate sealed envelope (Cover B), and signed by the Bidder's authorized signatory in the format given under Section – VII along with bid form.

19.0 TECHNICAL SPECIFICATION – MINIMUM REQUIREMENTS

19.1 POSITRON EMISSION TOMOGRAPHY OF TOF CAPABILITY WITH INTEGRATED 16 SLICE CT SCANNER. (PET CT)

19.1.1 A latest whole body positron emission tomography system with integrated multi-slice Spiral CT scanner designed for providing volume measurements of metabolic and physiological processes using positron emitters, as well as for producing accurate structural and anatomical fusion images and making attenuation maps for attenuation correction.

19.1.2 The Service Provider should provide the details regarding:

1. Manufacturer / Supplier Information.
2. Model of the Equipment.
3. Product Literature.
4. Acquisition & Processing Software Version.
5. Where & When Marketed.
6. CE Mark (MDD), FDA approval.

19.1.3 The system should have capability for simultaneous data acquisition, processing, image reconstruction & analysis and fusion of PET with CT images. It should have the following features:

19.1.4 Detector and Gantry- Detector Material:

- a. The PET scanner should be a state of the Art equipment and employ non-hygroscopic, having high-stopping-power, made of fast scintillate crystals for detecting 511 Kev coincidence photons, of positron interaction.

19.1.5 Number of Slices.

- a. The proposed PET scanner must be capable of acquiring at least 16 transverse cross-sectional slices or higher simultaneously without undergoing any axial motion. The minimum slice thickness in the helical mode should be at least 5 mm.

19.1.6 Patient Aperture

- a. The patient Aperture with the transmission source in place must be 70cms or more.

19.1.7 Axial FOV

- a. The geometric axial field of view (FOV) as measured from the outer edges of the crystals in the axial direction must be > 15 cms.
- b. **Transverse FOV** The transverse field of view should be at least 50 cms.

19.1.8 Slice Separation.

- a. The (centre -to -centre) separation between slices acquired simultaneously without any axial motion must not exceed 5 mm.

19.1.9 Patient Alignment.

- a. The scanner must have low power laser lines orthogonal mounted on the gantry for patient alignment. The laser should be mounted in such a way that the patient can be positioned from either side of the gantry from either side of the patient bed.

19.1.10 Detection configuration.

- a. The scanner must have a detection Configuration of a continuous ring around the patient. It must not have "gaps" of detection or areas of decreased sensitivity around the ring of detection.

19.1.11 CT specification.

- a. Multi slice CT having capability of 16 slices or more per revolution
- b. Rotation time should be less than 0.35 second
- c. Multiple pitch factor settings should be available.
- d. Image slice width should be from ≤ 1 mm to 10 mm
- e. Low contrast detectability - at least 5mm/3HU/20 mGy.
- f. High contrast resolution should be better than 0.2 mm.
- g. High frequency X-Ray generator tube with output of 80 KW or more, Anode heat storage capacity of 5.0 MHU or more, tube voltage- maximum of 80-140 KV, tube current of 20-660 mA.

19.1.12 Patient Bed.

- a. Precision bed with low attenuation carbon fiber pallet and minimum sag of the patient table top.
- b. The horizontal motion of patient bed must be electrically motorized and computer controlled with an independent operator control option as well. Operator controls accessible from both sides of the patient must be provided for both horizontal and vertical movements.
- c. A digital read-out of horizontal and vertical positions of bed must be provided & should be located near the aperture controls for ease in positioning the patient.
- d. The horizontal travel of the bed should enable the full length scanning of patient in one scan acquisition.
- e. Low attenuation ergonomic head- holder, paediatric pallet, Arm- rest, Knee-Leg support and all other or any other accessory pallets needed should be provided along with the equipment.

19.1.13 PERFORMANCE SPECIFICATIONS.

- a. All specifications must comply with NEMA standards publication NU2-2001 performance measurements without altering instrument parameters. QC software to measure these parameters must be available in the system.
- b. Transverse and axial resolution must be ≤ 6 mm FWHM at 1 cm and 10 cms from the central axis of the gantry.
- c. System efficiency/sensitivity must exceed 4 cps/ KBq at 350 KeV.
- d. System NECR specifications at clinical dose of 10 mCi must exceed 50 kcps at 350 KeV.
- e. Attenuation correction should be CT based.

19.1.14 Workstation.

- a. Main console should be core 2 Dual with minimum 3GHZ Processor, 2GB RAM, 200 GB HDD, Optical mouse, Key Board, High resolution Flat panel colour monitor with minimum resolution of 1280 X 1024, CD-DVD combo drive with writing facility. The computer workstation should be of

- latest specifications at the time of shipment. Also one separate processing work station is required (apart from the acquisition WS)
- b. Image archiving system capable of maintaining data base of patient and images. It should be possible to view and compare/report multiple studies simultaneously.
 - c. Intercom with user programmable patient instruction system between the console & gantry must be there.

19.1.15 Software.

- a. Data Acquisition.
- b. **Acquisition Modes:** Acquisition in 3D modes must include Static, Whole Body, Dynamic and Gated (cardiac & respiratory) acquisition provision. 3D whole body acquisition protocols with prospective-3D reconstruction algorithm. Iterative reconstruction technique should also be available.
- c. **Acquisition Protocols:** The acquisition program should support pre-programmed scan protocol with acquisition and reconstruction parameters and patient information with simple, dynamic editing of parameters. These parameters would include all information necessary to acquire data on the PET scanner (e.g. Scan duration, Patient information, Frame/list mode, bed motion), as well as information necessary for reconstruction.
- d. **Whole body Acquisition:** Multi Bed acquisitions (e.g. for the purpose of whole body Oncology studies) should advance the bed from one position to the next automatically.

19.1.16 Dynamic Frame mode Acquisition:

- a. The Acquisition set up software must support multi-frame acquisition of different (arbitrary) frame duration's with no loss of data between frames.
- b. **Automatic Acquisition start:** The option to start an acquisition automatically must be provided.
- c. **Reconstruction start:** Image reconstruction should simultaneously start for the acquired images while, acquisition is still in progress.
- d. **Reconstruction time:** The time for reconstruction of a uniform phantom with corrections for normalization scatter, and calculated attenuation

applied must be less than 10 sec/frame for filtered back projection and < 2 min/frame for OSEM iterative reconstruction.

- e. **Pixel size:** The user should have the capability to specify the pixel size for reconstruction. The reconstruction program should support reconstruction in image sizes of at least 128 X 128 or higher.
- f. **Scatter Correction:** A scatter correction technique that is space variant and adjusts for patient geometry must be included. Scatter correction must be provided based on scan of the actual patient whose scan is being corrected and processed automatically.

19.1.17 Application Software:

- a. Software for Data Collection, reconstruction of images for Co-registration, 3D-Volume reconstruction with 3D fusion, MIP, Whole body acquisition, Attenuation correction, quality control software and a latest version of DICOM facilities for System management software for computerized calibration, diagnostic and administration of the patient records should be provided.
- b. Other data processing software should include:-
 - i. Fully integrated processing & reconstruction.
 - ii. CT based attenuation correction.
 - iii. Volume rendering and virtual endoscope.
 - iv. Clinical applications.
 - v. Model based 3D -scatter correction.
 - vi. **Time of flight method of reconstruction should be available**
 - vii. 3D prospective reconstruction with iterative scatter correction.
 - viii. Latest Emory cardiac toolbox PET CT Software or its equivalent. Specify the version of PET Cardiac software package completely.
 - ix. Computer aided latest diagnostic software for neurological applications with quantification ability.

- x. Quality control software for scanner calibration (for all scanner performance parameters).
- xi. PET DICOM 3.0 or higher version must be implemented. It should have the ability to import MR/CT DICOM data.
- xii. Any further up-gradation of system software & application software for period of 05 years from the date of commissioning of the PET-CT system should be provided.

19.1.18 Peripherals/Accessories:

- a. Trolley & transport containers to transport FDG - One No.
- b. Radiation Survey meters. -One No.
- c. Contamination monitor - One No.
- d. 511KeV, Beta/gamma Radio-isotope dose calibrator - One No
- e. Gun monitors - One No.
- f. Pocket Dosimeters, pen type- Six Nos
- g. Area Zone monitors. Two Nos.
- h. Standard, 511 keV "L" Block Table Top Shields with Lead glass (8"x8"x4").- Two Nos.
- i. PET Sharps Container Shield - Two Nos.
- j. 511 keV interlocking lead bricks size 100 x 100 x 60 mm - One hundred Nos. only.
- k. Tungston syringe shields (2cc, 3cc, 5cc) - Three each.
- l. 511 keV shield syringe carrier (PET) - Two Nos.
- m. Gating devices with necessary electronics & associated items to enable cardiac & pulmonary studies for both PET and CT each.

- n. Standard Treadmill system with accessories for cardiac stress studies.
- o. Non-invasive vital sign monitor (for monitoring of HR, BP, ECG, Saturation, etc.) - One No.
- p. 3-Phase input/output UPS with Steal Maintenance Free (SMF) batteries for the complete system including CT with minimum 45 min. backup at full load should be provided. One No.
- q. DICOM dry laser film camera with docked in processor and dual film format.
- r. Network colour laser printer with at least 16 million colours and 1200dpi spatial resolution with accessories including workstation, digital, DICOM compatible, Networking, Dicom software for A3/A4, Lamination system and 05 years supply of all consumables namely colour toners, drum, Imaging system, glossy paper and lamination roll.
- s. Fully equipped crash cart with resuscitation kit - One No.

20.0 COMMON TO BOTH SPECT & PET CT

1. An undertaking should be furnished by the vendor/service provider in Rs. 20/- NJ stamp paper to the effect that 'the supplied PET-CT equipment with all accessories & peripherals are new and not refurbished.
2. Installation, operation and maintenance of Generator back up facility to equipment and entire centre for un-interrupted service is the responsibility of private party only.
3. The students and faculty recommended by the institute of academic courses, trainings and observatory participation is to be permitted by the centre.

SECTION VI-A : QUALIFICATION CRITERIA

(Referred to in Clause 11.2 of ITB)

For determining the lowest-evaluated bid, the TIA 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 should either be a manufacturer of the PET CT or a non manufacturer having valid memorandum of understanding (MOU) with the manufacturer of the PET CT for providing the equipment for this project for the full contract period, clearly stating the terms and condition for such provision applicable for both the manufacturer and the bidder.*
- (ii) The bidder should have on their roll atleast the minimum number of qualified and experienced specialist and technicians as specified to provide the clinical services for the full contract period.*
- (iii) The bidder must have provided atleast in one centre the PET CT services anywhere in India atleast for a period of one year on the date of bid opening.*
- (iv) 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.*
- (v) The information on similar services provided in the last 5 years should be given in the Proforma given under Section-XI.*
- (vi) Documentary evidence (end users certificate) in support of the satisfactory performance of services as specified above shall invariably be furnished.*
- (vii) The average annual turnover in the last 3 financial/accounting years (2014-15, 2015-16 and 2016-17) for the bidder should be atleast Rs.10.00 Crores in similar services and it should be certified by the chartered accountants.*
- (viii) The bidder should have a cash/ credit limit of atleast Rs.2.50 Crores with their bankers exclusively for this contract and a certificate for the above shall be furnished by the bankers.*
- (ix) The legal status, place of registration and principal place of business of the company or firm or partnership, etc. should be furnished;*

- (x) *Bidders currently under black listing by any State or Central Government departments/undertakings/PSU will be treated as non-responsive.*

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

BID FORM

Date:.....20
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 Establishment of PPP mode, in conformity with the said Bidding Documents with A single common uniform discount of%(IN FIGURES AND WORDS) on the scan charges indicated in the price schedule attached herewith and made part of this bid.

We undertake, if our bid is accepted, to provide the services in accordance with the terms and condition of the bidding document.

If our bid is accepted we will obtain the guarantee of a bank in a sum of Rs. 20.00 lakhs 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 one hundred and eighty (180) days from the date fixed for bid opening under Clause 14 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 20.....

Signature :
(in the Capacity of) :

Duly authorised to sign bid for and on behalf of
.....

PRICE SCHEDULE

(To be submitted in separate sealed envelope (Cover B), and signed by the Bidder’s authorized signatory)

Sub: Tender for provision of the PET-CT scan services under PPP format

Sir,

We hereby submit our Price bid. If the project is awarded to us, we agree to charge the following per scan charges as per the terms given in the Bidding Document.

<i>Sl. No</i>	<i>Name of the Procedure</i>	<i>Suggested PPP Scan Charges INR</i>
1.	PET-CT Studies	
	Whole Body PET-CT	10320
	Brain PET-CT	7740
	Cardiac PET-CT	8600
	PET-CT Limited Parts	7740
	PET-CT Screening	7740
	18-F Bone Scan	6020

Single common uniform percentage reduction offered

on the above scan charges _____%(in figures) _____ %(in words)

Note:

- (a) In case of discrepancy between the percentage quoted in words and figures, lower of the two will be considered.
- (b) Variable percentage reduction for each scan is not permitted.
- (c) This price schedule should be placed in separate sealed cover “Cover B”
- (d) GST applicable for goods/service if any shall be indicated separately. Otherwise it will be considered as included in the above rates.

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 Dean, Govt. Rajaji Hospital, madurai (hereinafter “the **service provider**”) 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 with a single common and uniform discount of _____(in figures and words) on the scan charges indicated in the price schedule (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 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	Taxes if any applicable
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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 *TIA*)

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 TIA)	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 - XI

AFFIDAVIT

(In Rs.20 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 PET CT scan under PPP mode at Govt. Rajaji Hospital, Madurai
- 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.

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

- 4) I certify that the services provided to the above hospitals are satisfactory as per terms of the contract.
- 5) The performance certificates are attached for the above services.

Solemnly affirm at

Signed before me

Chennai on this _____

Day 2016 and signed in

my presents

(Notary Public)

CHECK LIST

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 for last 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 31.03.2017.
g)	Qualification Criteria – Section VI-A
h)	Performance Statement - Section X
i)	Technical literature and other documents in support of the services.
j)	Letter for undertaking as per page 60 & 61.
k)	General information as in page 62.
l)	Under taking letter for supply of new machine as per clause 20 at page 69.
m)	Any deviations