

REQUEST FOR PROPOSAL

FOR

**EXPRESSION OF INTEREST PROPOSALS INVITED FOR CT SCAN 16 SLICE
AND NECESSARY INFRASTRUCTURE TO KGH VISAKHAPATNAM AND
GGH KURNOOL IN ANDHRA PRADESH UNDER PUBLIC PRIVATE
PARTNERSHIP MODEL FOR A PERIOD OF TEN YEARS**

Submission of tender online @ www.tender.apecurement.gov.in

Tender Notice No.: 23.4/APMSIDC/2021-22, Dated: 24.03.2022.

Implementing Agency:
**ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE
DEVELOPMENT CORPORATION**
(Formerly APMHSDC)
(AN ENTERPRISE OF GOVT. OF A.P.)
Plot No:09, survey number: 49, IT Park, Mangalagiri, Guntur District- 522503.
Email: aphmhidc@gmail.com

Appendix II-C

**ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE
DEVELOPMENT CORPORATION
(Formerly APMHIDC)
(AN ENTERPRISE OF GOVT. OF A.P.)**

TENDER ENQUIRY DOCUMENT FOR

**Provision of 16 SLICE CT SCAN at KGH Visakhapatnam and GGH
Kurnool in Andhra Pradesh under PPPMode for a period of Ten Years**

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ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT CORPORATION

Address:

Plot No:09, survey number: 49, IT Park, Mangalagiri, Guntur District- 522503.

Email: aphmhide@gmail.com

WEBSITE: <http://tender.apecprocurement.gov.in>

SECTION - I

Tender Enquiry No. 23.4/APMSIDC/2021-22, Dated: 24.03.2022

NOTICE INVITING TENDERS

1. APMSIDC invites sealed tenders from eligible service providers for supply of services as given in **Section-IV** of this document for the period from **28.03.2022 to 12.04.2022**
2. Schedule of Events

S. No	Description	Fee & Schedule
1	Processing Fee	Rs. 59,000/-
2	Earnest Money Deposit	Rs. 10,00,000/-
3	Performance Security	Rs. 15 Lakhs per CT Scan
4	Date of sale of Tender Enquiry Documents	28.03.2022 to 12.04.2022
5	Place of Sale of Tender Enquiry Document	Online
6	Closing Date and Time of Receipt of Tender	12.04.2022 at 03.00 PM
7	Time, Date and Venue of Opening of Technical Tender/Bid	12.04.2022 at 03.01 PM
8	Time, Date and Venue of Opening of Financial Tender/Bid	12.04.2022 at 05.00 PM

SECTION - II

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the contracting Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this RFP has been prepared in good faith and contains general information in respect of the Proposed Project, the RFP is not and does not purport to contain all the information which the Bidder may require.

Neither the contracting Authority, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This RFP document is not an agreement and is not an offer or invitation by the Government of **Andhra Pradesh** (hereinafter referred to as “Contracting Authority”) or its representatives to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Proposal. The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may be in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFP includes certain statements, estimates and targets with respect to the Project. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the Contracting Authority, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

RFP document and the information contained therein is meant only for those applying for this Project, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposal.

The Contracting Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding process.

The Contracting Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Contracting Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Contracting Authority is bound to select a Bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the Project and the Contracting Authority reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Contracting Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Contracting Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

Any information/documents including information/documents pertaining to this RFP or subsequently provided to Bidder and/or Selected Bidder AND information/ documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the Project IS NOT SUBJECT TO DISCLOSURE AS PUBLIC INFORMATION/ DOCUMENTS.

For and on behalf of

Managing Director
Government of Andhra Pradesh
APMSIDC, IT Park,
Mangalagiri, Guntur.

SECTION - III

GENERAL INSTRUCTIONS TO BIDDERS

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A. PREAMBLE

Definitions and abbreviations

The following definitions and abbreviations, which have been used in this RFP shall have the meanings as indicated below:

Definitions:

- (i) “Request for Proposal” means a solicitation made through a bidding process by the contracting Authority (Usually a government body/agency) for procurement of a service.
- (ii) “Proposal/Bid” means Quotation/Tender received from a Sole Bidder/Consortium.
- (iii) “Bidder” means the Sole Individual (Company / Society / Trust) or Consortium (a group of usually 3 companies) submitting Bids/Quotation/Tender.
- (iv) “Supplier” means the sole individual/consortium supplying the services as incorporated in the RFP.
- (v) “Services” means services allied and incidental to the supply of goods and services, such as transportation, installation, commissioning, provision of technical assistance, training, maintenance service and other such obligations of the supplier covered under the RFP.
- (vi) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its Bid
- (vii) “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) “Day” means Calendar Day
- (ix) Associate means, in relation to the applicant/bidder / consortium member, a person who controls, is controlled by, or is under the common control with such applicant/bidder/ consortium member (the “Associate”).
- (x) “Control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

Abbreviations:

- (i) “RFP” means Request for Proposal
- (ii) “MoU” means Memorandum of Understanding
- (iii) “SPV” means Special Purpose Vehicle
- (iv) “LOI” means Letter of Intent

LANGUAGE OF TENDER

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the tender exchanged between the Bidder and the purchaser, shall be written in the English language, unless otherwise specified in the RFP. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by a notarized English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the tender exchanged between the Bidder and the “Contracting Authority”, may also be written in the Hindi language, provided that the same are accompanied by notarized English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

BACKGROUND INFORMATION REQUEST FOR PROPOSAL

Background Information

Department of Health, Government of Andhra Pradesh, (the “Contracting Authority”) seeks to engage the private sector in operation of CT Scan Services in Teaching Hospitals in Andhra Pradesh, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the proposed Project may be awarded.

This Request for Proposal (RFP) is for CT Scan Services” (hereinafter referred to as “Project”) for a period of 10 years extendable to 5 years from the Commencement Date as specified in the Agreement (“Agreement Period”).

This RFP consists of two Parts as listed below and would include any Addenda issued in accordance with Clause 3.15 of this RFP:

- i. Instruction to Bidders.
- ii. Draft Agreement along with its schedule.

3.3.1.3

- i. All agencies would be required to register on the e-procurement market place “www.eprocurement.gov.in” submit their bids online. On registration with the e-procurement market place they will provide with a user ID and password by the system through which they can submit their bids

- ii. The bidders need to scan and upload the required documents as per the Check list given in section 9. Such uploaded documents pertaining to technical bid need to be attached to the tender while submitting the bids on line. The attested copies of all these uploaded documents of technical bid, signed undertaking of Supplier should be submitted off line to Managing Director, APMSIDC, Mangalagiri, Guntur on or before the last date of submission of bids. The Corporation will consider only the bids submitted through on-line over the copies of the paper based bids.
- iii. The participating bidder/s will have to pay tender processing fee (non-refundable) for Rs. 59,000/- in the form of a crossed Demand Draft drawn in favour of Managing Director, APMSIDC, Guntur.
- iv. Further the bidder/s shall furnish, as part of it bid, the Bid security for Rs.10,00,000/- to be paid in online only.
- v. Further all the participating bidders have to electronically pay a non-refundable transaction fee to M/s. APTS, the Supplier through "Payment Gateway Service on E-Procurement platform", as per the Government Orders placed on the e-procurement website.
- vi. APMSIDC will not accept the tenders from blacklisted companies or undependable Suppliers whose past performance with APMSIDC was found poor due to delayed and/or erratic supplies and those with frequent product failures, and also against whom there have been adverse reports of Sub-Standard Quality / Poor Service of Equipment supplies, as defined in the other parts of the Bidding document.

The RFP document is available on the website <https://tender.apecurement.gov.in/>. Suppliers, who download the RFP document from the website, will be required to pay the non-refundable fee **Rs. 59,000/ in the form** of a crossed Demand Draft in favour of Managing Director, APMSIDC, Mangalagiri payable on any scheduled bank in Guntur, at the time of the submission of the Proposal.

The purchaser of the RFP document must be the Bidder itself or a member of the consortium submitting the Proposal, authorized by the consortium.

A single stage bidding process will be followed to decide the Selected Bidder. There shall not be any separate Pre-Qualification Stage for short-listing of Bidders. Bids will be evaluated in two steps. In the first step, the bids will be assessed for responsiveness to the qualification and eligibility criteria. Those Bidders who meet the minimum eligibility criteria and are found to be responsive shall be shortlisted and only their Financial Bids shall be opened for evaluation. The Financial Bids of the Bidders not qualifying the threshold criteria or not found to be responsive will not be opened.

The contracting Authority will enter into an Agreement with the Special Purpose Vehicle (SPV) incorporated by the Selected Bidder. Selected Bidder shall be confirming Party in the aforesaid Agreement.

Further, all the parts of the Proposal (PART 1: Qualification Bid, PART 2: Financial Bid) must be submitted **ONLINE** and PART 1: Qualification Bid in a hard bound form with all pages numbered serially, along with an index of submissions. The key figures quoted **ONLINE** in the Financial Bid should be mentioned in words also. In the event of any deviation from any of the instructions mentioned herein have not been adhered to, the Authority may at its sole discretion reject the bid.

RFP submissions by Bidders must be done positively by **12.04.2022** 03.00 PM on Proposal Due Date in the manner specified in the RFP document at the address given in clause 3.3.1.12 and the contracting Authority shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/ reject any or all Proposals without assigning any reason thereof.

The key dates and other particulars relating to the RFP are given in the Data Sheet attached at the beginning of the RFP document. The contracting Authority may at its sole discretion alter the schedule anytime during the process by giving due notice.

Deleted

INSTRUCTIONS TO BIDDERS

General terms of Bidding

All the Bidders are required to submit their Proposal in accordance with the terms set forth in this RFP.

Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect: Provided that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under that Agreement.

The contracting Authority reserves the right to invite fresh bids with or without amendment of the RFP at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.

The Bidders shall enclose its Proposal, complete with its Formats, all the relevant documents to support information provided in the Proposal.

An individual Bidder cannot at the same time be member of a Consortium submitting a bid for the Project. Further, a member of a particular Bidder consortium cannot be a member of any other Bidder consortium submitting a bid;

Members of the Consortium shall enter into a binding Memorandum of Understanding, in the form specified at FORMAT 7 (the “MoU”), for the purpose of submitting a bid. The MoU, to be submitted along with the Bid, shall, inter alia:

Any entity which has been barred / blacklisted by the Government of Andhra Pradesh, any other State Government or Government of India from participating in any project, and the bar/blacklisting subsists as on the Proposal Due Date, the concerned entity would not be eligible to submit the Proposal, either individually or as member of a Consortium. The Bidder or each Consortium member, as the case may be, shall have to submit an affidavit to this effect as per FORMAT 4 as part of the Qualification Proposal.

While bid is open to bidders from any other country, the bidder shall work through a subsidiary or a registered company based in India

4. Tenderer may also download the tender enquiry documents (a complete set of document is available on website) from the web site <https://tender.apecurement.gov.in/>
5. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time are indicated in Schedule of Events as in Para 2 above.
6. Tenderers shall ensure that their tenders, complete in all respects, are uploaded online on or before the closing date and time indicated in the Para 2 above.
7. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
8. The Tender Enquiry Documents are not transferable.
9. All Tenders must be accompanied by EMD as mentioned against each item. Tenders without EMD shall be rejected.

1. General Instructions

- a. The bidder should prepare and submit its offer as per instructions given in this section.
- b. The tenders shall be complete with all documents. Those submitted by fax or by email with attachments shall not be considered.
- c. The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job /service.)
- d. The prices quoted shall be firm and shall include all applicable taxes and duties. This shall be quoted in the format as per attached Appendix 'F' only.
- e. The tenders (technical, Online & Offline and financial, only Online) shall be submitted (with a covering letter as per Appendix 'E') before the last date of submission.

2. Inspection of Site and Equipment

The interested bidder may inspect the locations where the services are to be rendered during 10.00 AM TO 5.00 PM on all working days till last date of sale of tender as given in the tender schedule. The APMSIDC shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

3. Earnest Money Deposit (EMD)

- a. The tender shall be accompanied by Earnest Money Deposit (EMD) as specified in the Notice Inviting Tender (NIT) in online only.
- b. It may be noted that no tendering entity is exempted from deposit of EMD. Tenders submitted without EMD shall be rejected.
- c. The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- d. EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidder's EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period.

4. Preparation of Tender

The bids shall be made as follows:

I. The Technical Bid shall include the following:

- 1) Receipt regarding payment of Processing fee **Rs. 59,000/-**.
- 2) **E.M.D.** of Rs. 10,00,000/-.
- 3) Confirmation regarding furnishing **Performance Security** in case of award of contract.
- 4) Original tender document duly stamped and signed in each page along with the Forwarding Letter confirming the performing the assignment as per **“Appendix E”**.
- 5) Particulars of the bidder as per **“Appendix-D”**
- 6) Copy of the Income Tax Returns acknowledgement for last three financial years.
- 7) Copy of audited accounts statement for the last three financial years
- 8) Power of attorney in favour of signatory to tender documents and signatory to Manufacturer’s Authorization letter.
- 9) Copy of the certificate of registration of GST, EPF, ESI with the appropriate authority valid as on date of submission of tender documents.
- 10) A duly notarized declaration from the bidder in the format given in the **“Appendix-H”** to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of Government of India OR Government of any State.

In addition to the above documents,

- 1) The tender of the Authorized Agent shall include the manufactures authorization letter as per perform given in **“Appendix -B”**.
- 2) The tender of others (i.e. those who are neither manufactures nor authorized agents) shall include a statement regarding similar services performed by them in last three years and user’s certificate regarding satisfactory completion of such jobs as per proforma given in **“Appendix -C”**.

II. The Financial Bid shall contain the financial proposal. Prices shall be inclusive of all taxes & duties and quoted in the proforma enclosed at **“Appendix F”** as per scope of work / service to be rendered.

5. Tender Validity Period and renewal of contract

The tenders shall remain valid for 90 days for acceptance and the prices quoted shall remain for the duration of the contract. i.e., for 10 years. The contract may be extended for another term based on review of performance and with mutual consent.

6. Tender Submission

The bidders need to scan and upload the required documents. Such uploaded documents pertaining to technical bid need to be attached to the tender while submitting the bids on line. The attested copies of all these uploaded documents of technical bid, signed undertaking of tenderer should be submitted off line to [Managing Director, APMSIDC, Mangalagiri, Guntur on the last date of submission of bids](#). The Corporation will consider only the bids submitted through on-line over the copies of the paper based bids.

The offer shall contain no interlineations or overwriting except as necessary to correct errors, in which cases such correction must be initialed by the person or persons signing the tender. In case of discrepancy in the quoted prices, the price written in words will be taken as valid.

7. Opening of Tenders:

The technical bid will be opened at the time & date specified in the schedule.

8. Reverse tendering process on e-procurement portal

- a) APMSIDC will schedule reverse tendering process on the e-Procurement portal. Qualified technical bidders will also be communicated through e-mail the date and time for the conduct of reverse tendering process.
- b) Online reverse tendering process
 - i) The online Reverse tendering process will be run on the total amount.
 - ii) Only the technically qualified bidders will be permitted to participate in the reverse tendering.
 - iii) The 'opening price' i.e. start price for Reverse tendering will be the lowest (L1) price quoted by the Bidders amongst all technically qualified bidders.
 - iv) Bidders can modify the total price, based on the minimum bid decrement or the multiples thereof, to displace a standing lowest bid and become "L1", and this will continue as an iterative process. The total price, will be used to determine the total cost of the bid.
 - v) For the purpose of Reverse tendering, the minimum bid decrement will be **INR 25.00**.
 - vi) Reverse tendering duration: The duration of the reverse tendering is **3** Hours. All bidders are required to submit their online bids during this period.

vii) In case, if any bidder decides to lower the price in the last fifteen (15) minutes of the reverse tendering duration, then the duration of the reverse tender will be extended for additional 15 minutes (Bid Received time + 15 minutes) to enable other bidders to participate further. Such extensions will continue as long as there is no bid received in the last 15 minutes.

viii) After the completion of reverse tendering, the system will calculate the total price of the bid.

SECTION - IV

EVALUATION OF TENDERS

1. Scrutiny of Tenders

The tenders will be scrutinized by the selection committee appointed by the authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Tender Enquiry Documents. The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the purchaser as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify on technical bid, will be considered and opened.

2. Infirmary / Non-Conformity

The purchaser may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the purchaser as to whether the deviation is material or not, shall be final and binding on the bidders.

3. Bid Clarification

Wherever necessary, the purchaser may, at its discretion, seek clarification from the tenderers seeking response by a specified date. If no response is received by this date, the purchaser shall evaluate the offer as per available information.

JOB Description

The Service Provider shall be responsible for operationalisation of CT Scan facility, to offer CT Scan services to the patients referred by Teaching Hospitals. Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider. The service provider is allotted a space on lease by the authority and the services provider shall make complete arrangements to make the CT scan machine operational (including procurement of CT scan 16 slice).

SCOPE OF THE WORK

The obligations of the service provider/firm under this service contract shall include following service activities and commitments. The details of various services required at different locations and type of facilities is given in **Appendix 'A'**

1. The Service Provider shall not be entitled to levy any charge on the patients. The services shall be provided completely cashless to all patients referred by Teaching Hospitals.
2. The service provider shall submit the hard and soft copies of the report and images to the hospital within the stipulated time mentioned below after successful uploading of image within 45 minutes (which would be simultaneously viewed at the Teaching Hospitals) :
 - (i) All Head injuries, trauma cases and cases declared as urgent by the referring Hospital within 2 hours
 - (ii) All routine scans from 8 a.m. to 6 p.m. within 6 hours
 - (iii) All routine scans from 6 p.m. to 8 a.m. before 10 a.m.
3. The service provider shall also ensure at its own cost, an IT enabled work station with PACS viewer at the radiology department of the Teaching Hospitals where the images and soft copy of the report of the patient should reach within stipulated time.
4. The human resources including radiologist, anesthesiologist, radiation safety officer and staff nurses for the CT scan facility shall be sole responsibility of the service provider. Service provider shall provide the signed report from qualified Radiologists having a Post Graduate Degree/Post Graduate Diploma in Radiology and imaging. Service provider shall deploy adequately trained Radiologists, Radiographers and Paramedical staff to run the facility round the clock (24X7X365).

SECTION - V

ELIGIBILITY CRITERIA

1. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies (maximum 3) coming together as Consortium to implement the Project. The Lead Member in case of Consortium should have at least 51% stake of the consortium and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/ country. A bidder cannot bid as a sole provider as well as a partner in a consortium. No bidder can place more than one bid in any form. In support of this, the bidder's letter shall be submitted as per proforma in **Appendix 'B'**.
2. The Bidder shall have adequate experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per proforma in **Appendix 'C'**. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders).
3. The Bidder shall have at least one CT scan centre (with fully trained service personnel) and provides reports for a minimum of 5,000 radiology images per annum (across all centres cumulatively) in one or more States of India.
4. The Bidders are not presently blacklisted by the Purchaser or by any State Govt. or its organizations by Govt. of India or its organizations.
5. The bidder shall declare all ongoing litigations it is involved in with any government agency/ state/central department
6. The principal bidder shall have a minimum turnover of **Rs. 10 Crores** per annum in last three financial years
7. The principal bidder shall be legally responsible and shall represent all consortium members, if any, in all legal matters.

SECTION - VI

TERMS AND CONDITIONS

1. **Signing of Contract**

The purchaser shall issue the Notice for Award of Contract to the successful bidder within the bid validity period. And the successful bidder will be required to sign and submit the contract unconditionally within 15 days of receipt of such communication.

2. **Modification to Contract**

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties.

3. **Performance Security**

- a) The successful bidder shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee issued by a Nationalised Bank in favour of Tender Inviting Authority for an amount of **Rs. 15 Lakhs per CT Scan**. The Bank guarantee shall be as per proforma at “**Appendix: G**” and remain valid for a period, which is six months beyond the date of expiry of the contract. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.
- b) If the firm / contractor violate any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Purchaser and the contract may also be cancelled.
- c) The Purchaser will release the Performance Security without any interest to the firm / contractor on successful completion of contractual obligations.

4. **Compliance of Minimum Wages Act and other statutory requirements**

The bidder shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The bidder shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the bidder for providing the services, biomedical waste management, bio-safety, occupational and environmental safety.

Legal liability to the extent of reporting of images for each reported case extends to the service provider. However overall legal responsibility of provision of medical care lies with the Authority/ public health facility.

The Service provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

5. **Income Tax Deduction at Source**

Income tax deduction at source shall be made at the prescribed rates from the bidder's bills. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

6. Periodicity of Payment

The payment will be made on weekly basis not extending beyond 12 noon of the last bank working day of the week through ECS for all invoices raised. The purchaser shall give standing instructions to the bank for implementation of this requirement. The bidder will raise its invoice on completion of services during this period duly accompanied by evidences of services provided. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

7. Damages for Mishap/Injury

The purchaser shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the bidder while performing duty in the purchaser's / consignee's premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ contractor.

8. Termination of Contract

The purchase may terminate the contract, if the successful tenderer withdraws its tender after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual obligations. In that event, the purchaser will have the right to purchase the same goods/ equipment from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The earnest money and the performance security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the purchaser.

9. Arbitration

- a) If dispute or difference of any kind shall arise between the purchaser and the firm / contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the purchaser or the firm / contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the **APMSIDC** as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by the **APMSIDC** to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor. The award of the provision that the Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees One Lac (**Rs.1,00,000/-**)
- c) Reference to arbitration shall be a condition precedent to any other action at law.
- d) Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Purchaser or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

- e) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

10. Applicable Law and Jurisdiction of Court

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of contract shall have jurisdiction to decide any dispute arising out of in respect of the contract. It is specifically agreed that no other Court shall have jurisdiction in the matter.

11. Other Terms & Conditions

- a) The Project will be awarded for a period of 10 years and the Service Provider will be obliged to establish, manage and operate the Project in accordance with the provisions of a Contract Agreement and terms and conditions therein. It could be cancelled at any time after providing an opportunity of hearing by the Authority, in case the contractor does not follow the rules, regulations and terms and condition of the contract.
- b) The Authority may provide the required space, for establishing the Project. A lease agreement shall be enforced for the full term of the contract at value and terms declared by the authority. A Possession Certificate in plain paper shall be issued while handing over the above mentioned space. In case the authority is unable to provide the space; the service provider may carry these services at its owned/rented/leased space or partner with an already existing CT scan near the hospital. In any of these cases refurbished CT scan machine is not allowed.
- c) New Installation & continuation: The service provider shall commission the CT scan within 120 days of the signing of the contract by both parties. In case of continuation of the service provider for the subsequent contract period, this time period shall not be valid.
- d) Technology Up gradation: The machine shall be suitably upgraded (Only software up gradations desired, unless there are regulatory changes requiring hardware changes) by the service provider under following conditions:
- e) Review by a board appointed by Authority upon assessing the need for a technology up gradation. Such reviews should not be made in less than one year.
- f) Upon declaration of any national or international guideline accepted by the Government prohibiting the use of earlier (currently installed) technology
- g) After completion of contract period of 10 years, the entire CT Scan equipment shall be replaced.
- h) List of tests & their associated cost may be furnished as per appendix F
- i) CT scan machine would be installed for Teaching Hospitals.

All the pre-requisites such as civil, electrical, air-conditioning, computer or any other changes in the site for installation of machine will be executed by the service provider at its own cost, with due permission of the Authority (permission required only if the space is provided by the administration). The administration will not be responsible for any loss/ damage to the machine/property due to natural hazard and licensee will take adequate insurance cover at his own risk & liability for all damages arising out due to any unprecedented reasons. The service provider shall provide round the clock security services for the CT Scan facility at its own cost

for the entire period of contract. The contract and terms thereof shall be governed by indemnification clause.

- j) All expenses on account of man power, electricity, water and other maintenance of premises and the machine, security or any other expenses incurred in the day to day running of the machine shall be borne by the service provider.
- k) The service provider shall provide a computer, with connection to the server, software to view the diagnosed images and its requisite peripherals at the Teaching Hospitals at its own cost.
- l) Image retention for MLC cases or otherwise would be the responsibility of the authority and the service provider shall handover the softcopy of the images to the authority as per agreement with the state. Legal responsibility of correct reporting of images lies with the service provider.
- m) Service Provider shall ensure best quality of tests and protocols and shall submit a half yearly report of clinical audit done by a third party or as nominated by the authority.
- n) Annual review of performance and observance of terms & conditions including quality of tests shall be carried out by a committee which shall include CMO & Head of department of Radio diagnosis of Teaching Hospitals along with other members nominated by the authority. The report of this annual review shall form the basis for extension of the contract annually within the contract period.
- o) The provider would be allowed to use the machine for outside (non-referred) patients at cost decided by the service provider.
- p) The service provider will have to maintain an uptime of 90% with maximum 12 days of downtime at a stretch. In case the service provider fails to do so, the provider shall pay a sum equivalent to cost per CT Scan multiplied by total number of CT Scan done per day during the given month, for each day of shutdown beyond 12 days. If shut down extends beyond 30 days due to technical and/or administrative reasons on the part of service provider, the contract may be cancelled. Contractor shall make alternative arrangements for provision of CT Scan (including free transportation of patients) in case the machine is out of order/ broken down for period greater than 24 hours. The rates at which the Authority has engaged the service provider shall not change in any case. State authority shall make payment to the service provider for its services on weekly basis through ECS for all invoices raised for the previous week. . The payment should be made latest by Saturday 12 Noon every week to the service provider. The Authority shall not pay the service provider any charges for any repeat tests resulting out of imaging errors. In case there is a requirement for Contrast CT Scan after plain CT Scan has been performed, and this requirement has been confirmed by the radiology department at the Teaching Hospitals, the contrast CT Scan shall not be counted as a repeat scan.
- q) A no-fee receipt shall be provided by the service provider to every patient. A copy of all such receipts shall be submitted on a weekly basis by the service provider to the Teaching Hospitals. This will form the basis of weekly payment by purchasing authority to the service provider for the said services. All receipts shall be subjected to a third party annual audit and the audit report submitted as part of annual work report of the service provider for that facility.

- r) The following records shall be maintained on a daily basis by the service provider:
- s) Daily patients register including outside as well as for patients referred by Teaching Hospitals to be separately maintained.
- t) Log book for record of any breakdown/shut down of the machine/facility.
- u) The service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the CT Scan facility. The service provider may however refer the test to another center in case of breakdown/shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred center.
- v) The provider shall take a third party insurance policy to cover the patients sent by the Teaching Hospitals against any mishap during patient transport, inside the CT Scan facility and for consequences arising due to reporting error. Conforming to the provision of the consumer protection act shall be the sole and absolute responsibility/ liability of the service provider.
- w) After closure of the contract agreement between the service provider and the authority, the service provider shall vacate the space occupied, if provided by the authority, within a period of 60 days.
- x) Electricity, water, medical gases and all other required amenities including waiting area for patient & patient attendant shall be the responsibility of the service provider.
- y) The service provider shall provide a resuscitation room with crash cart for providing lifesaving support if required by patients within the CT Scan facility.
- z) Provider shall arrange for appropriate and adequate signage and IEC (Information-education- communication) activities for the CT Scan machines as decided by the authority.
- aa) The provider shall abide by all the guidelines issued by the Authority and statutory bodies. In case of violation the contract could be terminated after providing an opportunity of hearing to the contractor, at one month's notice. Dispute resolution shall be as per arbitration clause given in the contract.
- bb) The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause for submission of Bids.
- cc) The service provider shall be responsible for storage of images and reports of all CT Scan done by the service provider including image retrieval system for a period of ten years. In case of change of service provider for any reason, the stored data and images must be transferred to the new provider for continuation of storage.
- dd) The service provider shall provide the following:
 - ee) Soft copy of images and report – one copy each to the patient and Teaching Hospitals
 - ff) Hard copy of report – to Teaching Hospitals

Specifications of CT Scan 16 Slices

The system should be latest, State-of-the Art system with latest release in the worldwide market. Vendors should have at least 10 installations in South India to support after sales capability.

The spiral CT scanner system for high-resolution whole-body scanning. The instrument must be capable of acquiring minimum 16 slices per 360° rotation. The system must have latest iterative reconstruction technique in raw data space.

Minimum Technical specification

Scan Time –

- a. The scan time for one gantry rotation of complete 360° rotation should be 0.8 Sec or less.

Scanning Capability –

- a. Pediatric and infant base protocols shall be available based on the infant weight 80 KV or less. Station must be offered.
- b. Real time contrast monitoring acquisition with auto scan initiation protocol and with auto injector trigger.
- c. High Contrast Resolution should be at least 15 lap/cm for axial and spiral scan at 2 % MTF
- d. Low contrast resolution should be at least 3 mm at 3%

Gantry -

- a. Aperture of 65 cm or more
- b. Auto Positioning Lights
- c. Should have FOV of at least 45 cm or more
- d. Physical/Digital Gantry Tilt must be provided with Tilt ± 30

Detectors -

- a. Data acquisition system capable of acquiring 16 Slices or more per 360° rotation with 16 or more rows of detector. Total coverage of the detectors must be 11 mm or more.

Slice Thickness -

- a. 16 slice acquisition with minimum thickness of 0.80 mm or less

Pitch Factor (Volume Pitch) -

- a. Should be variable between 0.6 - 1.5 or better and should be user selectable or automated.

Specify all possible pitch selections.

Scan Time and length in Spiral/Helical Technique -

- a. Should be at least 100sec continuous

X-Ray Generator -

- a. High Frequency type
- b. Power output: 28 KW or higher Voltage Selection: 80-130 K or wider

c. mA Range: 230 mA or more

X-Ray Tube -

a. Anode Heat Storage Capacity- Minimum of 3.5 MHU or more

b. Anode Heat Dissipation: Specify the minimum value in KW.

Patient Table -

a. Carbon Fiber Tabletop with Load carrying capacity 150 Kg with 1mm positioning accuracy.

b. Horizontal Table speed preferably 100 mm/sec.

c. Metal free scan able range of 120 cm or more

d. Facility of positioning aid for horizontal iso-centric positioning of the patient.

e. Elevating table.

Image Reconstruction -

a. Reconstruction Field of View Range: 5-45 cm

Image Display -

a. Image Area Matrix Dimension: 1024 x 1024

Image Reconstruction -

Image reconstruction capability should be at least 10 images/sec with simultaneous reconstruction facility.

Storage Capacity 1 TB or more (or 500 GB internal + 1TB external can be provided)

System should have latest iterative reconstruction technique in raw data space.

Operator Console -

It should have 19" or more high-resolution LCD monitor OR two 18" separate monitors.

The system should be user friendly with all functions menu driven. It should be modern user interface.

All functions including scanning image reconstruction, film documentation, archiving, transferring, MPR Angiography maximum intensity projection, 3D volume rendering, 3D SSD, CT Angio, CT Urography, vessel analysis, should be possible on console MIP, CT Angio software with quantitative vessel analysis must be provided.

Computer System & Image Processor -

64 Bit main CPU with at least 8 GB RAM memory or better

High speed CPU with latest software should be provided.

Hard Disc of 1 TB or more

Image storage in 512 x 512 matrix for storage of 75,000 images or more.

DVD/CD archive capacity with DICOM viewer software default.

Image Processor: Operating system shall be windows/ Linux based

The image reconstruction time should be at least 10 images /sec or better for all types of acquisition modes including Cone Beam Correction, Neuro Imaging studies.

Software -

Should have DICOM 3.0 compatibility

Volume rendering technique with axial cross reference imaging along with measurement tools on volume rendered image 3D, 3D small volume measurement package MIP slab viewer

Patient Communication System -

An integrated intercom and Automated Patient Instruction System (API) should be provided

Others -

System should have PACS interface ready without any new hardware or software.

Fully DICOM 3.0 compliant including

DICOM Modality work list, with automatic procedure selection

Capability from HIS-RIS interface

A Barcode reader for entering patient data from HIS RIS must be possible.

Dose saving protocols –

Latest dose saving protocols must be available

CT Fluoroscopy for Biopsy:(optional, to be quoted if available) -

Continuous CT (CCT) biopsy mode to enable the clinician to perform scans from the gantry room using a foot pedal and view the images on a cart-mount, in room monitor for guidance planning and monitoring. Each scan exposure is a 240° axial. Reconstructed images may be viewed as one image or three images.

Accessories -

Lead Glass of size 100 X 150 cm

Single Head Pressure Injector (300psi) with 100 syringes

Patient Trolley

The equipment should be new and unused. The manufacturing date should not be more than 180 days when it would reach the consignee address.

All patient positioning accessories including head rest

Standard & Safety -

Should be AERB approved. Quoted model release should be within 3 years. Please submit the documents for the same.

Workstation: - Price to be quoted separately and will be taken for evaluation.

Standalone multimodality independent workstation from the same manufacturer.

1 TB Hard disc & 8 GB RAM

Should be capable of simultaneous viewing all post processing functions and filming independently without the help of main console. Two-way data transfer between the operative console and the satellite workstation should be standard.

Image evaluation tools: All advanced post processing Software like MIP, MPR, VRT, SSD, IMAGE FUSION, Neuro Subtraction or equivalent CT Angio for both brain and body, Virtual endoscopy, Vessel analysis, Vessel segmentation.

Suitable UPS for the entire system - including CT scanner, console, and additional workstation with sufficient rating for 15 minutes back up.

Dry / Laser Imager

Resolution: 16 bits/ 500 dpi or more with minimum three trays.

Support Multiple Film Sizes: one of which must be 17"x14".

DICOM Compatible

One branded Personal Computer - i7 or latest with laser printer of latest configuration

View boxes - LED type of 14"X17" 3 film type.

Light weight vinyl Lead Aprons - of 0.5 mm lead equivalence.

Should be AERB approved model.

Turnkey works : (for 1000 Sft area)

The bidder shall survey the site, prepare a lay out diagram, attached it in the tender at Annexure - X. The hospital will arrange to provide a clear site (Annexure – X) with the rated power supply as required by the successful bidder. It shall be the responsibility of the bidder to alter the site (Annexure – X), provide false ceiling, internal electrical wiring, Lights, Air conditioners – Two tons X Four no., wall tiles up to false ceiling, vinyl floor work, trench for the cable, 100 A tripper box with on / off switch for the CT scanner with double earth pit, lead lined doors with at least 2 mm lead frame for the lead glass, radiation safety lights, foundation platform for the CT scanner, The cost of the turn key works shall be included in the offer. Duct able Air Conditioner as per requirement and need of the equipment at site to be provided.

SECTION - VII

Appendix - A

Annexure –I

Destinations: For providing CT scan 16 slice

S. No	Name of the Hospital
1	KGH Visakhapatnam
2	GGH Kurnool

BIDDER'S AUTHORISATION LETTER
(To be submitted by authorized agent)

To

The Managing Director,

APMSIDC, Mangalagiri, Guntur.

Ref. Your Tender document No., dated

Dear Sirs,

We, are the suppliers of

----- (name of services(s) and hereby conform that;

1. Messrs
----- (name and address of the agent) is our
authorized agents for -----

2. Messrs
----- (name and address of the agent) have fully trained and
experienced service personnel to provide the said services.

Yours faithfully,

[Signature with date, name and
designation] for and on behalf of Messrs

[Name & Address of the
Manufacturers]

Note:

1. This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a top executive of the manufacturing firm.
2. Original letter shall be attached to the tender.

**ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED
DURING LAST THREE YEARS**

1. Attach users' certificates (in original) regarding satisfactory completion of assignments. Note: Attach extra sheet for above Performa if required.

Signature.....

Name

S. No	Assignment contract No. & date	Description of work/services provided	Contract price of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed	Address of organization with Phone No. where assignment done
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

PARTICULARS OF THE BIDDER'S COMPANY

(To be submitted by all tenderers / bidders)

1. Name :
2. Registered Address
3. Phone/Fax/Mail id
4. Type of Organisation
: Prop./Partnership/Company/Consortium/Trust/ Not for Profit Organization
5. Address of Service centres in the region:
 - (a) Total No. of services personnel at the existing centres:
 - (b) Total No. of locations where organization currently has centres:
6. Number of service personnel:

Name	Qualification	Experience (Similar Service)

(use extra sheet if necessary)

7. Whether the bidder has NABL/NABH/ISO or any other accreditation? (If yes/ whether documents attached with techno commercial bid).
8. Registration. Nos.
 - (a) EPF
 - (b) ESI
 - (c) GST
 - (d) PAN No.
 - (e) Audited Accounts Statement for past three financial years
 - (f) Copy of Income Tax Return for past three financial years
 - (g) Experience certificate of Bidder regarding existing CT Scan services
9. Brief write-up about the firm / company. (use extra sheet if necessary)

Signature of Bidders

Date:

Name

Place:

Office Seal

Forwarding Letter for Technical Bid

(To be submitted by all tenderers / bidders in their letterhead)

Date:.....

To

The Managing Director,

APMSIDC, Mangalagiri, Guntur.

Sub: Tender for supply of services under Tender No....

Sir,

We are submitting, herewith our tender for providing CT Scan services for Teaching Hospitals.

We are enclosing Receipt No..... or Bank Draft/Bankers Cheque No....., Dated.....(amount.....) towards tender cost/fee (if documents have been downloaded from website) and Bank Draft / Bankers Cheque No..... Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn on Bank in favour of **Managing Director, APMSIDC**.

We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per Clause No. 3 of Section VI of Tender Enquiry document.

4. We agree to keep our office valid for the period for the period stipulated in your tender enquiry.

Enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.

Signature of the Tenderer.....

Seal of the Tenderer.....

FINANCIAL BID

1. Name of the tenderer:.....
2. The following tests are prescribed as tests that would be requested from Government Hospitals to the service provider.

S. No Name of the Test for CT Scan 16 Slice

Cost Per CT Scan (with & without contrast) = Rs.....(In words.....)

Cost for CT Scan (with & without contrast) would be valid for any body part and the bidder is NOT required to quote separate rates for separate tests for CT Scan.

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

Signature.....

Name.....

Information Technology, Electronics, ITM / https://tender.spsprocurement.gov.in/ViewForm1X.html#						
Current Tender Details				Tender Number / Tender Notice Number: 124495022016-17, Date: 07-05-2016		
Tender ID: 1230				Tender Evaluation Type: New Item		
Tender Category: IT Products				Estimated Contract Value: 0		
Tender Type: O&M				Bid Submission Closing Date: 06/06/2016 02:15 PM		
Tender Opening Date: 17/05/2016 08:15 PM						
Schedule Details						
Schedule Name: Miscellaneous				Schedule Description: Diagnostics		
Item Details						
Item Code: Surg201				Item Name: GRAIN STAINING KIT		
Item Description: As per tender document				Item Specification: As per tender document		
BOM / Bill of Materials Component Details						
ID	Component Name	Type	Percentage / Amount			
B001	CST	--SELECT--	--SELECT--			
B002	Customer Duty	--SELECT--	--SELECT--			
B003	Discount	--SELECT--	--SELECT--			
B004	Entry Tax	--SELECT--	--SELECT--			
B005	Browse Over Including Cost	--SELECT--	--SELECT--			
B006	Freight Charges	--SELECT--	--SELECT--			
B007	Insurance Charges	--SELECT--	--SELECT--			
B008	Other Charges/Fee	--SELECT--	--SELECT--			
B009	Packaging & Forwarding Charges	--SELECT--	--SELECT--			
B010	VAT	--SELECT--	--SELECT--			
Remarks						
Total BOM Quantity	Offered Quantity (A)	Brand/Make/Model	Basic price Unit (INR) (B)	Basic price Unit (INR) (C)	Total Cost Component Unit (INR) (D)	Landed Price Per Unit (B+C)

PROFORMA FOR BANK GUARANTEE

To

The Managing Director,

APMSIDC, Mangalagiri, Guntur.

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called “ the Service provider” has undertaken, in pursuance of contract No..... dated (Herein after “the contract”) to provided CT Scan services.

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give such a bank guarantee on behalf of the service provider;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as a foreside, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid up to 15 (fifteen) months from the date of signing of contract i.e. up to (indicate date)

.....

(Signature with date of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

DECLARATION BY BIDDER

I / We agree that we shall keep our price valid for a period of one year from the date of approval. I / We will abide by all the terms & conditions set forth in the tender documents No...../

I / We do hereby declare I / We have not been de- recognized / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organisation / Govt. Health Institutions.

Signature of the bidder:

Date:

Name & Address of the Firm:

CONTRACT FORMAT

Affidavit before Executive Magistrate / Notary Public in Rs.100.00 stamp paper.

CONTRACT FORM FOR PROVIDING CT Scan FACILITIES

.....

.....

APMSIDC, Plot No:09, survey number: 49, IT Park, Mangalagiri, Guntur District- 522503.

CM Contract No._____ **dated**_____

This is in continuation to this office's Notification for Award of contract No

Dated.

Name & address of the Service Provider:

.....

Reference: (i) Tender Enquiry Document No Datedand subsequent Amendment No, dated (if any), issued by the Tender Inviting Authority
(ii) Service provider's Tender No Datedand subsequent communication(s) No

Dated (If any), exchanged between the supplier and the purchaser in connection with this tender.

THIS AGREEMENT made the Day of 2017 between (name of tender inviting authority) (hereinafter called the **Procurer**) of one part and (Name of service provider) (Hereinafter called the **Service Provider**) of the other part:

WHEREAS the Procurer is desirous that certain services should be provided by the Service Provider, viz, (brief description of services) and the Procurer has accepted a tender submitted by the Service Provider for the Services for the sum of (Contract price in words and figures) (Hereinafter called the Contract Price)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:

- (i) Terms and Conditions;

- (ii) Location and Description of Equipment;
 - (iii) Job Description;
 - (iv) Manufacturer's Authorisation Form (if applicable to this tender);
 - (v) Purchaser's Notification of Award.
2. In consideration of the payments to be made by the Procurer the Service Provider hereby covenants to provide the Comprehensive Maintenance Services for the specified equipments in conformity in all respects with the provisions of the Contract.
3. The Procurer hereby covenants to pay the Service Provider in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
4. The bank guarantee valid till _____ [(fill the date)] for an amount of Rs. _____ [(fill amount) equivalent to 10% (minimum) of the cost of the contract value] shall be furnished in the prescribed format given in the TE document, within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.
5. Payment terms: The payment will be made against the bills raised to the Procurer by the Provider on weekly basis after satisfactory completion of said period, duly certified by the designated official. The payment will be made in Indian Rupees.
6. Paying authority: _____ (name of the Procurer
i.e. Office, Authority) _____

(Signature, name and address of authorized official)

For and on behalf of _____

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the Provider)

For and on behalf of _____

(Name and address of the Provider) (Seal of the provider)

Date: _____

Place: _____

FORMAT 7 MEMORANDUM OF UNDERSTANDING (MoU)

(To be executed on a non-judicial stamp paper of Rs. 100/- duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this day of 201_ at _____

Among____(hereinafter referred as”____”) and having office at (**Insert : Address**) , India
Party of the First Part

And

_____(hereinafter referred as”____”) and having office at (**Insert : Address**), India
Party of the Second Part

And

_____(hereinafter referred as”____”) and having office at (**Insert : Address**), India
Party of the Third Part

And

_____(hereinafter referred as”____”) , and having office at (**Insert : Address**),
India party of the fourth part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS the Department of APMSIDC, Government of Andhra Pradesh, has invited
“**EXPRESSION OF INTEREST PROPOSALS FOR CT SCAN 16 SLICE under PPP
mode in Andhra Pradesh.**

AND WHEREAS the Parties have had discussions for formation of a consortium for bidding
for the said Project and have reached an understanding on the following points with respect to
the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND
DECLARED AS FOLLOWS:

1. That the Parties shall carry out all responsibilities as Bidder in terms of the Agreement.
2. The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a. Party of the First Part shall be the Lead member of the consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the consortium during the bidding process and until the Effective Date under the Agreement when all the obligations of the SPV shall become effective;
 - b. Party of the Second Part shall be the_____.
 - c. Party of the Third Part shall be the_____.
 - d. Party of the Fourth Part shall be the_____.
3. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to carry out the Project expeditiously. They shall not negotiate with any other party for this Project except without the written permission of the Bidder if required.
4. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement.

5. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:
First Party:
Second Party:
Third Party :
Fourth Party :
6. The Parties commit that that the Members, including the Lead Member, whose Technical Capacity and Financial Capacity is evaluated for the purposes of qualification under this RFP, shall hold at least 26(may be changed as per state government/corporation/society procurement rules) (twenty six per cent) of the subscribed and paid up equity of the SPV and all other Members shall hold at least 10% (ten percent) (may be changed as per state government/corporation/society procurement rules) each of the subscribed and paid up equity of the SPV for the entire Agreement period; provided that the Lead Member of the consortium shall at all times hold equity share capital of the SPV higher than the share capital held by any other member of the consortium.
7. The Parties undertake that all the members of the consortium acknowledge and agree that they shall collectively, hold at least 51% (fifty one per cent) (may be changed as per state government/corporation/society procurement rules) of the subscribed and paid up equity of the SPV at all times until the end of Agreement Period.
8. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.
9. That this MoU shall be governed in accordance with the laws of India and courts in Hyderabad shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

(Party of the first part)

(Signature) (Name)

(Designation) (Address)

Witness:

(Party of the second part)

(Party of the third part)

Party of the fourth part)

Note:

1. The mode of execution of the MoU should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2. Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.
3. For a Memorandum of Understanding (MoU) executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarised in the jurisdiction where the MoU is being executed. However, the MoU executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostille certificate.

4. FORMAT 4 AFFIDAVIT (NON CONVICTION)

(To be furnished by the Bidder In case of consortium to be given separately by each member)

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned hereby certifies that Company/Society/Trust M/s_____its directors/President/Chairperson/Trustee have abandoned any work for the Government of Andhra Pradesh or any other State Government during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that Company/Society/Trust M/s_____its directors/ President/Chairperson/Trustee have been debarred/blacklisted by Government of Andhra Pradesh, or any other State Government or Government of India for any work.
4. The undersigned further certifies that
 - a) Our Company/Society/Trust has not been punished for any offence and
 - b) The Director/President/Chairman/Trustee of our Company / Society/Trust.....have/has neither been convicted of any offence nor any criminal case(s) is/are pending before any Competent Court.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Contracting Authority or corporation to furnish pertinent information deemed necessary and requested by Department of Health & Family Welfare, Government of Andhra Pradesh to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department of Health & Family Welfare, Government of Andhra Pradesh.

Signed by an authorized Officer of the Company/Society/Trust

Title of Officer

Name of Company/Society/Trust Date