



U.T.ADMINISTRATION OF DAMAN AND DIU  
OFFICE OF THE MEDICAL SUPERINTENDENT  
GOVERNMENT HOSPITAL, MARWAD, DAMAN  
PH.NO.0260-2254965  
EMAIL ID: [ghdmm@gmail.com](mailto:ghdmm@gmail.com)

**TENDER NOTICE**

**No.GHD/DMN/RKS/E-Tender/2018-19/1044      Dated.29.10.2018**

The office of the Medical Superintendent, Government Hospital, Daman, invites sealed tender for proposal for operation of Complete Radiology Department under Rogi Kalyan Samiti, Govt. Hospital, Daman from the reputed Manufacturer/Authorized Distributors/ Supplier, so as to reach on or before 29.11.2018 upto 15.00 hrs. by post/Courier or deposit into the tender box kept in the office of the undersigned.

Further details and downloading of tender documents, please visit [www.daman.nic.in](http://www.daman.nic.in) and [www.nprocure.com](http://www.nprocure.com)

Sd/-  
Member Secretary, RKS  
Government Hospital, Daman.

**ADMINISTRATION OF  
Daman& Diu  
MEDICAL SUPERINTENDENT  
UNDER  
ROGI KALYAN SAMITI  
GOVERNMENT HOSPITAL DAMAN**

Website : [www.daman.nic.in](http://www.daman.nic.in)

e-mail : [ghddmn@gmail.com](mailto:ghddmn@gmail.com)

Tel. No. : 0260 – 2254965

**Request for Proposal for Operation of  
Complete Radiology Center in  
U.T. of Daman& Diu  
Under  
Rogi Kalyan Samiti  
Government Hospital Daman**

Last Date for Submission of Tenders: 19.11.2018

Tender Reference No: No.MS/RKS/Comp.Radio Dept./2018-19/1044

Date: 29/10/2018

Tender Fees : ₹5,000/- (Non-Refundable) – not to be forwarded by Cash

e-Tender ID No. 331811

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**e-Tender ID No.2018\_UT D&D\_ \_ for Operation of complete Radiology Department on Rogi  
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ADMINISTRATION OF  
DAMAN& DIU  
MEDICAL SUPERINTENDENT  
GOVERNMENT HOSPITAL DAMAN  
UNDER  
ROGI KALYAN SAMITI  
DAMAN- 396 210

No.MS/RKS/Comp.Radio Dept./2018-19/1045

Date:29 /10/2018

**e-Tender (On line)Notice**

The Medical Superintendent, Government Hospital Daman Under Rogi Kalyan Samiti on behalf of President of India, invites tenders for Request for proposal for Operation of Complete Radiology Department in Rogi Kalyan Samiti for Medical Superintendent Government Hospital Daman online on <http://www.nprocure.com> from the manufacture / Authorized Dealers having valid License. The tender notice also available on [www.daman.nic.in](http://www.daman.nic.in).

Member Secretary (RKS)  
Rogi Kalyan Samiti  
Government Hospital Daman.

“Tel.No.0260-2254965”  
e-mail ID: [ghddmn@gmail.com](mailto:ghddmn@gmail.com)

**On Line Tender Notice No.**  
ADMINISTRATION OF  
DAMAN& DIU  
MEDICAL SUPERINTENDENT  
GOVERNMENT HOSPITAL DAMAN  
UNDER  
ROGI KALYAN SAMITI  
DAMAN- 396 210

No.MS/RKS/Comp.Radio Dept./2018-19/1044

Date: 29/10/2018

**e-Tender Notice**

Tender for “Request proposal for Operation of Complete Radiology Department in Government Hospital Daman under Rogi Kalyan Samiti for Medical Superintendent Government Hospital Daman.

E-Tenders are invited through [www.daman.nic.in](http://www.daman.nic.in) from the reputed Dealers of Operation of Complete Radiology Department in under Rogi Kalyan Samiti Government Hospital Daman.

Sr. No.	Particulars	Estimated Cost	EMD (Earnest Money Deposit)	Tender Fees (Non-Refundable)	e-Tender ID No.
1	Request for proposal for <b>Operation of Complete Radiology Department</b> in Rogi Kalyan Samiti for Medical Superintendent Government Hospital Daman.	₹.57,60,000/-	₹.1,72,800/-	₹.5,000/-	UTDD_2018_

**Bid document downloading Start Date** : 29/10/2018  
**Bid document downloading End Date** : 19/11/2018 12.00 Hrs.  
**Last Date & Time for receipt of Bid** : 19/11/2018 14.00 Hrs.  
**Preliminary Stage Bid Opening Date** : 19/11/2018 15.00 Hrs.  
**Technical Stage Bid Opening Date** : 19/11/2018 15.30 Hrs.

Bidders have to submit Technical Bid and Price Bid in Electronic format only on [www.nprocure.com](http://www.nprocure.com) website till the last date and time for submission. Technical Bid and Price Bid in Physical format shall not be accepted in any case.

**e-Tender ID No.2018\_UT D&D\_ \_ for Operation of complete Radiology Department on Rogi Kalyan Samiti for Government Hospital Daman**

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Bid submission should be done along with tender Fees in original by R.P.A.D./Speed Post or to be deposited in the tender box kept in the office of the undersigned. However, Tender

Inviting Authority shall not be responsible for any postal delay. Tenders can be downloaded from [www.daman.nic.in](http://www.daman.nic.in).

1. The Tender Fees should not be forwarded by cash.
2. The Tender Fees will be accepted only in form of DD/A/c payee Cheque of any Nationalized or Scheduled Bank of India payable in Daman.

The tender inviting authority reserves the right to accept or reject any or all the tender to be received without assigning any reasons thereof. In case bidder needs any clarification on the process of bidding for participating in online tender for further details, correspondence can be made on e-mail: ghddmn@gmail.com Mobile No: +91-7574829801 Website: www.daman.nic.in

Member Secretary (RKS)  
Rogi Kalyan Samiti  
Government Hospital Daman.

“Tel.No.0260-2254965”  
e-mail ID: ghddmn@gmail.com

**Copy to :-**

- 1) All Heads of Office, Daman & Diu for information.
- 2) CPO, Daman & Diu for wide publicity in Newspaper.
- 3) I.T. Department, D&D, with a request to publish in Website.
- 4) Accounts Section, (RKS), DMHS, Daman for information.
- 5) P&T Department, DMHS, Moti Daman for information.

## Section 2- Background

Medical & Health department has identified several important needs and taken initiatives to strengthen the medical care services for greater benefit of the people in the UT. Access to advance and state of the art diagnostic facility at affordable cost is one such important initiative that Medical & Health department has planned to undertake for the benefit of the population at large. The purpose of these schemes under PPP is to use strengths and resources of both the partners to provide high-end diagnostic services at affordable cost.

In order to introduce proper and timely treatment protocols for the benefit of both the Doctors and Patients, Medical & Health department has now felt the need to augment the investigation facilities at the level of Secondary and Tertiary care. Accordingly, the department had installed CT Scan/ X-Ray/ Mammography/ OPG and Ultrasonography machines at Rogi Kalyan Samiti, Government Hospital Daman.

Government Hospital Daman	<ol style="list-style-type: none"><li>1. USG – Portable</li><li>2. USG</li><li>3. X- ray machine</li><li>4. X – ray Portable-1</li><li>5. X – ray Portable-2</li><li>6. OPG X- ray</li><li>7. Mammography</li><li>8. CT scan -Toshiba</li></ol>
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Medical & Health department has also felt the need to bring in operational efficiencies by engaging suitable Organizations as **Operation Partners** and utilizing their strengths for Operation of these services under mainly to reduce the waiting period for radiology services. Salient features of the scheme and other relevant information for operation of services are provided in the following sections

## Section 3 - Salient Features of the Scheme

- a. Organization/s selected based on eligibility and selection criteria as described under Section 5 will be engaged as Operation partners for operation of these services under a legal instrument incorporating therein all the terms and conditions signed by the Director of Medical & Health department.
- b. The selected organizations will be responsible for the operation of the above mentioned services under the agreement for a period of one year renewable thereafter based on comprehensive performance appraisal and on mutual consent of both the partners for up to 3yeras regular review of performance will be undertaken



- on quarterly basis. The said agreement will also incorporate the clauses for termination of the agreement.
- c. As per terms of the agreement, Medical & Health department shall provide ready-to-use space and equipment (CT/X-ray/ Sonography machine/ OPG/ Mammography); Operation of diagnostic services will have to be done by the selected Operation partner. Water supply, Electricity, Stationery, Consumables and Generator Backup will also be provided free of cost.
  - d. The Operation partners will quote their best prices for the running of the radiology center (as per Section 6 Price Bid mentioned in this RFP). The Selection criteria have been described briefly in the Price Bid and the lowest quote offered by the applicants will be the final basis of selection of technically qualified organizations.
  - e. RKS of respective facility at its own discretion may/will charge, collect and retain user charges from patients for the cost of specific services. RKS will also extend the services to patients referred from private practitioners/private hospitals and RKS will charge, collect and retain user charges. However, it is to be noted that patients of Government hospitals will get priority for use of these facilities. Policy on free services shall be decided by the RKS.
  - f. Annual Maintenance Contract of all the equipments shall be done by the concerned institution. Hence the AMC/CMC decision and implementation will be sole discretion of Rogi Kalyan Samiti Government Hospital Daman.
  - g. An Organization applying for Operation partner will mandatorily run both the centers at Government Hospital Daman if they meet the eligibility criteria.

#### **Section 4- Instructions to Bidders**

- 1) All Tender Documents can be downloaded free from the website
- 2) All bids should be submitted online on the website [www.daman.nic.in](http://www.daman.nic.in)
- 3) The user can get a copy of instructions to online participation from the website [www.daman.nic.in](http://www.daman.nic.in)
- 4) The suppliers should register on the website through the “New Supplier” link provided at the home page, the registration on the site should not be

taken as registration or empanelment or any other form of registration with the tendering authority.

- 5) Digital Signature Certificate is required for participating in the tender.

- 6) For all queries regarding tender specifications and any other clauses included in the tender document should be addressed to personnel in tendering office address provided below:

**The Medical Superintendent/  
Member Secretary (Rogi Kalyan Samiti)  
Government Hospital Daman,  
U.T. of Daman & Diu- 396 210.  
Tel: 0260-2254965**

- 7) All documents scanned/attached should be legible / readable. A hard copy of the same may be send which the department will be use if required. Uploading the required documents in [www.daman.nic.in](http://www.daman.nic.in) is essential.
- 8) The Bidder has to give compliance for each quoted product for any false / misleading statement in compliance found any time during the procurement process, the bid shall be outrightly rejected.

**Key dates:**

<b>Bid document downloading Start Date</b>	<b>:</b>	<b>29/10/2018</b>	
<b>Bid document downloading End Date</b>	<b>:</b>	<b>19/11/2018</b>	<b>12.00 Hrs.</b>
<b>Last Date &amp; Time for receipt of Bid</b>	<b>:</b>	<b>19/11/2018</b>	<b>14.00 Hrs.</b>
<b>Preliminary Stage Bid Opening Date</b>	<b>:</b>	<b>19/11/2018</b>	<b>15.00 Hrs.</b>
<b>Technical Stage Bid Opening Date</b>	<b>:</b>	<b>19/11/2018</b>	<b>15.30 Hrs.</b>

The Tenders shall be submitted in two-bid system, wherein the Technical bid and Commercial Bid is to be filled online on [www.daman.nic.in](http://www.daman.nic.in) and the Tender Fee has to be submitted in Tender Box along with a covering letter. The envelope should be super scribing as **“Sealed Cover of Bid- Request proposal for Operation of Radiology Department in Government Hospital Daman. Only the Tender Fees should be enclosed in Sealed Cover.**

**Tender Fees : `5,000/- (Non Refundable)**

- a. The Tender Fees should not be forwarded by cash.
- b. The Tender Fees (Non Refundable) will be accepted only in form of DD/A/c payee Cheque in favor of **Rogi Kalyan Samiti Government Hospital, Daman** from any Nationalized or Scheduled Bank of India payable in Daman

- c. All tenders must be accompanied by Tender fees as specified in schedule otherwise tender will be rejected.

## **Section 5 - Conditions of Contract:**

### ***1. Acceptance of tender :***

**a. The tender is liable for rejection due to any of the reasons mentioned below:**

- i. Non-Submission of tender within stipulated time online.
  - ii. Submission of tender physically in the Office but not submitted online on <http://daman.nprocure.com>
  - iii. Tender is unsigned or not initialed on each page or with unauthenticated corrections.
  - iv. Non-Submission of required documents as mentioned in schedule.
  - v. Conditional / vague offers.
  - vi. Unsatisfactory past performance of the tenderer.
  - vii. Items with major changes/deviations in specifications.
  - viii. Offering an accessory optional even though required to operate the instrument.
  - ix. Submission of misleading/contradictory/false statement or information and fabricated/invalid documents.
  - x. Tenders not filled up properly.
- b. Any discount which the bidder wants to give has to be considered and total final bid amount has to be mentioned clearly in the price bid form on [daman.nic.in](http://daman.nic.in)
- c. Discount offered after price bid opening will not be considered.
- d. The consolidated rates entered in the online website will be taken in to account for preparing price statements. However the tender which is found technically acceptable as well as lowest in terms of evaluated rates only be considered for placing the order.
- e. The Medical Superintendent may seek any clarifications/explanation/documentary evidence related to offer at any stage from tenderers if required.
- f. The rate quoted should be inclusive of all taxes no extra charges will be paid and should be valid up to One Year from the date of tenderization.
- g. All/Taxes/Duties/Royalties Charges payable on the Service/transport etc. within and/or outside the state shall be payable by the supplier.

- h. The decision of the Tender Inviting Officer for acceptance/rejection of any articles supplied including the decision for equivalent specifications, standard and quality etc. of articles shall be final.
- i. The right to accept or reject without assigning any reasons or all tenders in part or whole is reserved with the Tender Inviting Officer and his decision(s) on all matters relating to acceptance or rejection of the tenders as a whole or in part will be final and binding to all.
- j. An agreement will be required to be signed by the successful tender(s) for the purpose of this contract.

## ***2. Payment Terms***

- a. The monthly payment due to the vendor will be linked to the score obtained as per the criteria mentioned in the Service level parameter. 100 % payment will be released up to the score of 70 for a month. If the score of a quarter is below 70 (other than for reasons mentioned in Section 8 – Causes for Termination of agreement), measures will be jointly worked out by UT Administration and the Operation Partner for achieving the score of more than 70 in subsequent quarters. If the score of a month is below 80 the percentage of payment will be on pro rata basis.
- b. 100 % payment shall be made on achievement of a score of 70; provided the staff deployed had 100% attendance in that month. If in case the staff has to go on leave the Operation partners shall ensure to deploy a substitute in that period else deductions in payment in the salary of that staff for that period.
- c. All bills should be in **TRIPLICATE** and should invariably mention the number and period.
- d. All bills for amount above Rs.5000/- should be pre-receipted on a Revenue Stamp of proper value. Bills for amount exceeding Rs.5000/- not pre-receipted on Revenue Stamp of proper value will not be accepted for payment.
- e. Each bill in which Sales Tax is charged must contain the following certificates on the body of the bill: “CERTIFIED” that the goods on which Sales Tax has been charged have not been exempted under the Central Sale Tax Act or the Rules made there under and the amount charged on account of Sales Tax on these goods is not more than what is payable under the provisions of relevant Act or Rules made there under”.
- f. The rates should be quoted only for the mentioned scope of work.

## ***3. Amendment Of Bidding Documents***

At any time prior to the deadline for submission of bids, the client may, for any reasons, whether on its own initiative or in response to the clarifications request by a prospective bidder, change its bid.

In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids, the client, at its discretion, may extend the deadline for the submission of bids.

#### ***4. Bid Validity***

The bids shall be valid for at least 365 days from the date of bid opening. A bid valid for a shorter time period shall be rejected by the department as being non responsive. In exceptional circumstances the client may solicit the bidder's consent for extending the period of validity of the bid. The request and the responses thereto shall be made in writing. The bid security period shall also be suitably. A Bidder may refuse the request without forfeiting its earnest money deposit. A Bidder granting the request will not be permitted to modify its bid.

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

In the first stage all the bids will be evaluated against the eligibility criteria mentioned in this document. The failure of a bidder to comply with any of the criteria specified leads to its automatic disqualification.

As part of the technical bid evaluation the department will evaluate the technical solution proposed, previous experience of providing such services in India and abroad, client testimonials etc. the scoring criteria have been provided later in this document.

Financials bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened. The evaluation is based on lowest price quoted.

#### ***6. Award Criteria***

The department will award the contract to the successful bidder decided as per the evaluation procedure mentioned.

If the lowest evaluated bidder fails to sign the contract or fails to submit the performance security within the stipulated time or fails in any other obligations mentioned herein, the department may forfeit the earnest money deposit of the lowest bidder and may award the work to the bidder with the next lowest bid.

#### ***7. Signing of Contract***

The contract form will be sent along with the notification from the department to the successful bidder, incorporating all the agreements between two parties.

Within 15 days of receipt of the contract form, the successful bidder shall sign and date the contract and return it to department. Initially the contract will be signed for two years and based on performance the same can be extended annually by the department.

#### ***8. Corrupt or Fraudulent Practices***

The department requires that the bidders for this tender observe the highest standards of ethics during the processing and execution of such contracts. In

pursuance of this policy, the department defines for the purpose of this provision, the terms set forth as follows:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the tender process or in contrast execution; and
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a tender process or a execution of a contract to the detriment of client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive client of the benefits of the free and open competition.
- c. The department shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices. The client may also consider blacklisting and/or debarring the bidder from further participation in any tender process of the Administration of Daman & Diu.
- d. The Department shall declare a bidder ineligible and black list it, either indefinitely or for a stated period of time, from being awarded any contract if at any time the department determines that the bidder has engaged in corrupt and fraudulent practices in competing for, or in executing a contract.
- e. Vendor is not supposed to refer/divert any call to any particular private medical practitioner, laboratories, hospitals etc.

**9. Termination for default:**

- a. The client 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 deliver any or all of the services within the period(s) specified in the contract.
  - ii. if the service provider in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tender process or in contract execution.

"Fraudulent Practice" means a misrepresentation of facts in order to influence a tender process or a execution of a contract to the detriment of client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive client of the benefits of the free and open competition.

- i. If the service provider fails to conform to the quality requirements laid down/third party inspection/consultants opinion.
  - ii. If there is breach in service levels for two consecutive quarters. The breach levels have been identified later in this document.
- b. In the event that the client terminates the contract, the client may go for another service provider, upon such terms and in such manner as it deems appropriate. In such a condition, the service provider shall be liable to the client for any excess costs for such similar services.
- c. Any of the following events shall constitute an event of default by the Operation partners entitling Medical department to terminate this agreement:
  - a. Failure to commence services in the Hospital within three months of signing the agreement
  - b. Failure to comply with SOPs for operation and management of the services
  - c. Collecting charges from the patients in violation of the Policy on User Charges
  - d. Error detected in more than two occasions in six months in recording the correct entry of the number of patients referred from the concerned hospital as well as by the private practitioners/private hospitals in each month.
  - e. Failure to comply with the statutory requirements, Clinical Establishment Acts, Radiation Policy as prescribed by AERB PC PNNDT and other statutory bodies, Rules and other applicable norms of GOI.
  - f. Criminal indictment of the promoters, member/s of the Board of Directors, chief functionaries, key personnel engaged by the Operation partner for operation and management of the services.
  - g. Engagement of unqualified persons for running of the Services
  - h. Use of the allocated space by the Operation partners for any other purpose other than the approved scheme.
  - i. Failure to submit monthly report as per terms of the agreement.
  - j. Mishandling of the Imaging Equipments provided by UT Administration.

Upon occurrence of any of the defaults, Medical & health department would follow the procedures of issuing Notice/Show Cause before deciding on termination of the agreement. The decision of Medical & health department shall be final and binding on the Operation Partner.

**10. Penalty Clause:**

- a. In case the vendor fails to provide required quality of service for the operation of imaging, penalty calculated as mentioned below, will be imposed on the service provider.

**Service Level at Government Hospital Daman:**

Service Level Parameter	Service Levels		
	Expected (20 points)	Manageable (10 points)	Breach (0 points)
<b>No of Patient per day</b>			
CT Scan	15	10	5
X-Rays	130	100	70
Obstetric Sonography	70	50	30
Anomaly Scan	15	10	5
Color Doppler	20	10	5
OPG	4	2	0
Mammography	1	1	0
<b>Turn Around time (TAT)</b>			
All reports (however critical results to be reported to concerned specialist verbally)	Same day	Next Day Morning	Two days
Waiting Period for any type of Sonography	1 days	2 days	More than 3 days
CT Scan / OPG / Mammography	8 hours	12 hours	More than 12 hours
X-Rays	2 hours	4 hours	More than 4 hours

- b. The monthly payment due to the vendor will be linked to the score obtained as per the criteria mentioned in the Service level parameter. 100 % payment will be released up to the score of 70 for a month. If the score of a quarter is below 70 (other than for reasons mentioned in Section 8 – Causes for Termination of agreement), measures will be jointly worked out by UT Administration and the Operation Partner for achieving the score of more than 70 in subsequent quarters. If the score of a month is below 80 the percentage of payment will be on pro rata basis.
- c. 100 % payment shall be made on achievement of a score of 70; provided the staff deployed had 100% attendance in that month. If in case the staff has to go on leave the Operation partners shall ensure to deploy a substitute in that period else deductions in payment in the salary of that staff for that period.
- d. The successful bidder will be provided a relief period of three months from the date of start of the operation during which time, the penalty mentioned herein will not be



applicable. At the end of the first quarter of operations, the exact penalty will be decided based on the service level parameters. If the service provider fails to meet this criterion then payment will be made on pro rata basis for that quarter.

- e. In case the score for two consecutive quarters is 70 or less the client will reserve the right to terminate the contract and seek an alternate service provider.
- f. The Service provider shall maintain full confidentiality of the data. Under no circumstances will the service provider divulge/reveal/share such data for the purpose other than for meeting the client's requirement. Any violation of this confidentiality clause may result in instant termination of the contract and the service provider shall pay liquidated damages of Rs.1.00 Lakh (Rupees One Lakh) to

the client and the client shall reserve the right to blacklist the service provider for any future contracts. The decision of the client shall be final in this regard and binding on the service provider.

### ***11. Force Majeure***

- a. Notwithstanding the provisions of Termination for default and penalty clauses, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force majeure.
- b. Force Majeure shall mean and be limited to the following:
  - War/Hostilities
  - Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the service provider.
- c. The service provider shall advise the client by a registered letter duly certified by the local statutory authorities, the beginning and end of the above clauses of delay within seven days of the occurrence and cessation of such force majeure conditions. In the event of the delay lasting for over two months, if arising out of causes of force majeure, the client reserves the right to cancel the order.
- d. The completion period may be extended in circumstances relating to force majeure by the client. The bidder shall not claim any further extension for the completion of work. The client shall not be liable to pay extra costs under any circumstances.

### ***12. Termination for Insolvency***

The client 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 which has accrued or will accrue thereafter to the client.

### ***13. Resolution of Disputes:***

If any dispute arises between parties then there would be two ways for resolution of the dispute under the Contract.

#### **a. Amicable Settlement**

Performance of the contract is governed by the terms the conditions of the contract, however at times dispute may arise about any interpretation of any term or condition of contract including the scope of work, the clauses of payments etc. in such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then clause 15 of the Conditions of Contract shall become applicable. Secretary Health being head of department will be find authority on this matter.

#### **b. Resolution of Disputes**

In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act 1996 and any statutory modification or reenactment thereof shall apply to these statutory proceedings. Arbitration proceedings will be held at Dadra & Nagar Haveli and the language of Arbitration proceeding and that of all documents and communications between parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

### ***14. Legal Jurisdiction***

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Daman & Diu only.

The above terms and conditions are accepted and are binding to me/us.

Place:

Signature of tenderer

Dated:

Name of tenderer with seal of the firm

## **Section 6 - RFP for Operation Of Complete Radiology Department in Government Hospital Daman**

### ***A. Role and Responsibilities of Medical & Public Health department***

- The required ready to use space as per applicable norms for each of the services along with the machinery (Make and Model may be seen in Section 2 Background) and supply of water and electricity with generator backup will be provided free of cost by the Medical department to the Operation partners for running of these services
- Medical & Health department shall provide Security and Housekeeping services. For any medical emergencies while attending a patient, Medical department shall provide its qualified and trained medical personnel to handle such emergencies.
- Medical & Health department shall incorporate the Standard Operating Procedures (SOPs) for each of the services to be followed by the concerned Operation partner. In case, the Operation partner has their own laid down SOP, they can follow only after approval of Director, Medical & Health Services.
- All the work related to PCPNDT shall be handled by the respective Health facility.

### ***B. Role and Responsibilities of Operation partners***

- Prescribed service standards will be followed by the Operation partners in accordance with the SOPs given by the Quality Assurance Department, Directorate of Medical & Health Services
- The Operation partners will comply with all statutory requirements as applicable under The Clinical Establishment Act and PC PNDT act as amended up to date hereafter and Radiation Safety Act as amended up to date hereafter and other applicable Acts and Laws.
- Engagement of required medical, technical and other personnel for operation of the services will be ensured by the Operation partners in accordance with the relevant Clinical Establishment Acts and Norms, MCI guidelines PC PNDT act and other relevant rules where applicable.
- The operational partner can use the support of tele-radiology services for reporting of X-Rays/ CT Scans/ OPG/ Mammography..
- All the operational cost relating to cost of deployment of the personnel will be borne by the Operation partners. The cost of additional deployment of medical and technical personnel's, in addition to the minimum requirement will be, reimbursed by the institute at actuals. The Operation partners has to deploy minimum following staff whose Recruitment rules are mentioned in the Annexure VI

<b>Personnel to be deployed by OP</b>	<b>No.</b>
Senior Radiologist (On site)	2
Junior Radiologist (On site)	
Tele-Radiologist (On line)	online
CT Scan Technicians (On site)	2

- The Operation partners will ensure that the entire system operated by them are accessible for teaching and training purposes for undergraduates and postgraduates students at any point of time at pre-designed schedule.
- The Operation partners will ensure that the services would be operational for the duration of time as prescribed under Service levels.

### ***C. Policy on user charges and free services***

The policy of User charges/ free charges shall be sole decision of Rogi Kalyan Samiti of respective health facility. The operation partner would not have any role.

### ***D. Monitoring Mechanisms***

- a) The Medical Superintendent, shall monitor the day to-day operational activities of the services undertaken by the Operation partner.
- b) Performance review will be undertaken on quarterly basis by the following committee:

An Executive Council under the Chairmanship of Collector, Daman/ Chairperson (RKS) will consist of:

- Collector, Daman – Chairman
- Director Medical & Health Services, Daman
- Medical Superintendent, Government Hospital Daman
- Joint Secretary (Finance) D&D
- Head of Operation Partners
- Two nominees of Operation Partners
- Radio-Imaging Incharge /PCPNDT Programmer Officer D&D

The Executive Council will meet once in three months.

- c) Appropriate soft ware packages will be installed by Medical Department to disseminate information through LAN connectivity on daily basis on multiple parameters on operation, management and performance of the center and includes details of free services. All kinds of transactions have to be done by the Operation partners using that software only.

- d) The Operation Partner has to meet the service level parameters as targeted in the Service level parameter table and submit a monthly report of the same to the Director, Medical & Health Services.

- a. Critical results are to be reported to concerned specialist verbally.
- b. For Critical result reporting the Radiologists can avail the Tele-radiology facility for cross confirmation on reporting.

### ***E. Duration of services***

The Operation partner will ensure that the services would be provided round the clock throughout the year for at least 95% of the time with maximum of 5% time to be spared for maintenance activities of the equipment. The services should not be interrupted for more than four days in a quarter.

### ***F. Eligibility criteria of applicants and selection process***

#### **A. ELIGIBILITY CRITERIA OF THE ORGANIZATION FOR SUBMISSION OF APPLICATION**

The eligibility criteria for application of intending organizations/individuals for consideration of selection of the Organization for operation of the services are provided as under:

- The Organization (Limited Company/Private Limited Company / Partnership or Proprietary Firm / NGO / Trust) must be registered under appropriate statutory authority of Government of India or under Companies Act.
- The Organization may be located anywhere in India but has experience in running Radiology Centers activities for more than one year.
- The Organization has been operating and managing a Diagnostic and Investigation Centre for a minimum of three years
- No litigation is pending on date and no penal measures were taken against the applicant under applicable Acts and laws
- Chartered Accountant Certificate regarding average turnover of ` .10.00 Crores in last three financial years.
- Experience Certificate of work done in PPP mode in similar Institution. (work done in Government sector will be give more preference).
- GST Registration.
- PAN No.

Partnership Deed / Memorandum / Registration of Firm, etc. Applicant failing to fulfill any of the above-mentioned Eligibility Criteria will not be considered for selection. However, the Selection Committee may relax one or more of the eligibility criteria in case of deserving applicants.

#### **B. SELECTION PROCESS**

1. The Applicants would be evaluated based on marks scored by the applicants on each of the eligibility criteria mentioned below. Physical inspection at the facilities of the

**e-Tender ID No.2018\_UT D&D\_ \_ for Operation of complete Radiology Department on Rogi  
Kalyan Samiti for Government Hospital Daman**

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applicants with prior intimation may be undertaken by the department for gathering information relating to short listing of applicants for further processing for selection. Selection Process would be made on Lowest bid

<b>Criteria</b>	<b>Marks</b>
The Bidder has experience of running the Diagnostic Center (Imaging Center) for minimum three year	a. > 03 years = 10 marks b. > 05 years = 20 marks
The Bidder is having experience of investigation facilities for Sonography /Orthopantomogram (OPG)/ Mammography/CT Scan/X-Ray	a. > 03 years = 10 marks b. > 05 years = 20 marks
Experience of Personnel to be deployed in Government Hospital Daman	
a. Senior Radiologist	a. > 05 year = 15 marks b. > 07 years = 30 marks
b. Junior Radiologist	a. > 01 year = 15 marks b. > 02 years = 30 marks

The bids will be short listed based on above given score, Final selection of the operational partner will be selected after financial bid. The Lowest bid will be selected.

**Financial Short listing Procedure**

1. Please note that the financial BID will be opened only for short-listed applicants as mentioned above. Please refer Instructions provided under Annexure I regarding submission of application and financial BID
2. The SC can call for any further clarifications or information or documents at any point of time. The applicant may also be called for explaining or clarifying issues, if there be any.
3. The Operation Partner has to enclose the CV of the Radiologists proposed to be posted in Center as per format given in Annexure – 8. The Successful tenderer has to submit the attested qualification certificates of all the employed staff posted in the Imaging Center regularly, else it will be considered as breach.
4. Decision of the SC on selection of the Organization is final.
5. The Final Selection will be the **lowest financial** bid.

## **Annexure 1 - (FORMAT OF AUTHORIZATION LETTER)**

(To be on company's letterhead)

I / We hereby declare that....

1. Mr/s. \_\_\_\_\_ is our authorized Staff for our Services in India from date and he/she is authorized to quote and follow up on our behalf and the said agreement is valid in force as on date.

2. I/We undertake to render the services for which the quotations of following service are submitted by Mr/s. \_\_\_\_\_ on our behalf in respect of Tender Enquiry # : \_\_\_\_\_

3. I / We have read all the terms and conditions of the tender enquiry and the same are irrevocably binding upon us till the expiry of the contract signed & executed on our behalf.

4. I/We shall notify the The Medical superintendent Government Hospital Daman. immediately if there is any change in the agreement between Mr/s. \_\_\_\_\_ and me/us regarding any discrepancy a rised in the terms agreed upon with the above authorized staff and further undertake to render the service quoted by the Authorized staff on my / our behalf at the quoted in the tender enquiry in case of such a change of agreement.

5. This authority is applicable only for Tender Enquiry of The Medical superintendent Government Hospital Daman. Annual E Tender for Year 2018-2019 due on \_\_\_\_\_.

**Date: -**

**Signature of Authorized Signatory**

## **Annexure II - Instruction to organizations regarding submission of application**

- 1) Please read the Tender Document carefully before submission of the application.
- 2) The application is to be submitted in the prescribed format containing general and technical information along with copy of documents to be submitted. This application is to be submitted online on [www.nprocure.com](http://www.nprocure.com) by \_\_\_\_\_ ”.
- 3) Format for the Price Bid offered by the applicant for operation of each of the services along with an offer letter is given in Section 7. This document is to be submitted online on [www.nprocure.com](http://www.nprocure.com) by \_\_\_\_\_ ”. Physical submission of bids will not be accepted.
- 4) The Tender Fees should be put in one envelope super scribed:

*‘Application for operation of Radiology department services*

- 5). The Sealed Cover containing Tender fee is to be submitted in the following address:

The Medical superintendent  
Government Hospital Daman  
Phone No: 0260-2254965

- 6) The last date for submission of application is \_\_\_\_\_. Applications received after \_\_\_\_\_ will not be opened / accepted.
- 7) If any of the documents as asked for are not submitted along with the application, the application form submitted by the applicant may be rejected.
- 8) Interested Organizations desiring to undertake physical inspection of the Hospital before submission of the Bid as well as for any clarification, if required, relating to filling of Tender Document may contact over Phone – (0260) 2254965

### **10) Key Dates :**

<b>Bid document downloading Start Date</b>	<b>:</b>	<b>29/10/2018</b>	
<b>Bid document downloading End Date</b>	<b>:</b>	<b>19/11/2018</b>	<b>12.00 Hrs.</b>
<b>Last Date &amp; Time for receipt of Bid</b>	<b>:</b>	<b>19/11/2018</b>	<b>14.00 Hrs.</b>
<b>Preliminary Stage Bid Opening Date</b>	<b>:</b>	<b>19/11/2018</b>	<b>15.00 Hrs.</b>
<b>Technical Stage Bid Opening Date</b>	<b>:</b>	<b>19/11/2018</b>	<b>15.30 Hrs.</b>



**Annexure III - Application Form for selection of the Organization as  
Operation Partner for Operation of Sonography /Orthopantomogram  
(OPG)/ Mammography Centre**

*(Pl refer to Instructions provided under Annexure 1 before filling up the Application Form)*

1. Name of the Organization:
2. Status of the Organization: Limited Co./Private Limited Co./ Partnership Firm/Proprietorship Firm /NGO /Trust/Others (specify):
3. Nature of Business/Activities of the Applicant:
  - a.
  - b.
  - c.
  - d.
4. Complete address:
5. Phone & Fax number:
6. E-Mail ID:
7. Web site (if any):
8. Registration details of the Organization: (Registered under Company's act/ Society act etc.)
9. Number of years of experience in Health Care:
10. Name and Address of the Diagnostic center:  
(If the name/address is different than that of the Organization as stated under 1 above)
11. Year of Incorporation of the Diagnostic Centre:
12. Services/Facilities provided in-house (Please Tick)  
CT Scan facilities: Yes/No  
MRI Scan Units : Yes/No  
Digital X-Ray (CR/DR) : Yes/No  
Sonography: Yes/No
13. Annual turn over of the Organization for the last two financial years
14. Number of patients: (Statistics of the services handled for last three years)

**e. Existing Man Power**

<b>Personnel</b>	<b>Numbers</b>	<b>Remarks if any</b>
Medical Personnel		
a. Radiologist	a.	
b. Other Medical Personnel	b.	
Para Medical & Technicians		
Other Staff		
<b>Total...</b>		

f. Is the Organization at present engaged in operation of CT/X-ray/Sonography /Orthopantomogram (OPG)/ Mamography under PPP with any Government of India: Yes/No

Please inform the name of hospital where the services are provided under PPP along with certificate from the institute mentioning the period of association.

Please provide information on total number of patients for whom investigations were done in the last six months:

g. Deployment of Personnel for undertaking CT/ X-ray/ Sonography /Orthopantomogram (OPG)/ Mamography services if the applicant is selected for operation of the specific service under PPP

<b>Personnel</b>	<b>Numbers</b>	<b>Remarks, if any</b>
Medical Personnel		
a. Radiologist	a.	
b. Other Medical Personnel	b.	
Para Medical & Technicians		
Other Staff		
<b>Total...</b>		

15. Declaration: This is to confirm that no litigation is pending on date and no penal measures were taken against us under applicable Acts and laws

17. List of documents submitted with the application (please tick)

- Copy of Registration Details of the Organization
- Memorandum & Article of Association (if applicable)
- Copy of the partnership deed if it is a partnership firm
- Copy of Balance Sheet for the last two financial years
- Copy of Experience in running Radiology Center activities for more than three years

Signature:

Name in full:

Designation:

Date:

## **Annexure IV – Bid Submission Draft Letter**

Date:

To:

The Medical superintendent,  
Rogi Kalyan Samiti,  
Government Hospital Daman  
phone no.0260 -2254965

Sub: Submission of Bid for Operation of Radiology department.

Dear Sir,

With reference to your advertisement dated \_\_\_\_\_ for selection of Operation partner for operation of radiology department, given on Price Bid are the details relating to our offer for operation of the Diagnostic Services in your esteemed Hospital.

We the undersigned accept to undertake operation of the service in the Hospital under. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal, i.e. 365 calendar days from the last date of submission of this proposal.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.

We undertake, if our proposal is accepted, the Operation would start not later than 3 months from the date of signing of agreement. We understand you are not bound to accept any proposal you receive.

Signature of the applicant:

Name in full & designation:

Date:

**Annexure V - Draft of the covering letter to be submitted in the  
Letter Head of the Organization along with application and other  
documents**

Date:

To:

The Medical superintendent,  
Rogi Kalyan Samiti,  
Government Hospital Daman  
Phone no.0260 -2254965

Subject: Application and BID in response to your Advertisement dated. -----

Dear Sir,

With reference to your advertisement dated \_\_\_\_\_ for selection of Operation partner for operation of radiology department, we wish to submit our Application for your consideration.

As required, we have uploaded the following documents on [www.nprocure.com](http://www.nprocure.com) along with this letter:

1. Technical Bid: Application Form duly filled in and copy of documents as per the Tender Document duly filled in.
2. Financial Bid:

Yours faithfully,

Signature with rubber stamp

(Name and Designation of the signatory)

Encl: as state

## Annexure VI - Recruitment Rules for Radiologists

Sr. No.	Name of Post	Classification	Recruitment Rules	Age Limit
1	Senior Radiologist	Group A	<ol style="list-style-type: none"><li>1. A recognized Medical Qualification included in the first or second schedule (other than licentiate qualifications) to the Indian Medical Council Act 1956. Holders of the qualifications included in the part II of the Third Schedule should also fulfill the conditions stipulated in Section 13(3) on the Indian Medical Council Act, 1956.</li><li>2. Master degree in Radio-Imaging as recognized by the Medical Council of India or equivalent.</li><li>3. years experience in concerned specialty after obtaining the Master degree.</li></ol>	Not exceeding 45 years, (Relaxable for Govt Servants by 5 years in accordance with the instructions issued by the Central Govt.)
2.	Junior Radiologist	Group A	<ol style="list-style-type: none"><li>1. A recognized Medical Qualification included in the first or second schedule (other than licentiate qualifications) to the Indian Medical Council Act 1956. Holders of the qualifications included in the part II of the Third Schedule should also fulfill the conditions stipulated in Section 13(3) on the Indian Medical Council Act, 1956.</li><li>2. Post – graduate degree / Diploma Radio-Imaging as recognized by the Medical Council of India or equivalent.</li><li>3. 2years experience in concerned specialty after obtaining the Post – graduate degree / Diploma</li></ol>	Not exceeding 45 years, (Relaxable for Govt Servants by 5 years in accordance with the instructions issued by the Central Govt.)

- Charmain of Section committee reserves right to relax qualification and years of post P.G Experience

## Annexure VII - Format of CV

1. Name of Firm: *(Insert name of firm proposing the staff):*
2. Name of Staff *(Insert full name):*
3. Date of Birth:\_\_\_\_\_ Nationality:\_\_\_\_\_
4. Education: *indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained and dates of obtainment)*
5. Registration No. (if Medical /Paramedical Professional):
6. Other Training: *(indicate significant training since degrees under 5- education were obtained)*
7. Work Experience/Employment Record: (in following order)
8. From (year):\_\_\_\_\_ to (year):\_\_\_\_\_
9. Employer:\_\_\_\_\_
10. Positions held:\_\_\_\_\_

Certification:

I, the undersigned, certify that to the best of my knowledge and belief this CV correctly describes myself, my qualifications and my experience. I understand that any willful misstatement described herein may lead to my disqualification or disqual, if engaged.

\_\_\_\_\_

Date:\_\_\_\_\_

*(Signature of staff member or authorized representative of the staff)* (D/M/Y)

Full name of authorized

Representative : \_\_\_\_\_