

राजस्थान सरकार
निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं, राजस्थान, जयपुर

क्र.: एफ04()एमएनजेवाई/ पीपीपी टेलीरेडियोलॉजी/2016-17/13

दिनांक : 11-1-17

ई- निविदा सूचना

एमएनजेवाई अन्तर्गत राज्य के 50 जिला /उपजिला/सेटेलाइट चिकित्सालयों में निजी जन सहभागी द्वारा में मरीजों के एक्स रे जांचों की टेली रेडियोलॉजी के माध्यम से रिपोर्टिंग कार्य करवाया जाना है। इच्छुक निविदादाता विभाग की वेबसाइट www.rajswasthya.nic.in, www.eproc.rajasthan.gov.in www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in पर विस्तृत विवरण प्राप्त कर सकते हैं एवं आवेदन वेबसाइट www.eproc.rajasthan.gov.in पर कर सकते हैं।
खुली निविदा हेतु विवरण निम्न प्रकार है :-

1.	कार्यालय का नाम	निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं, राज. जयपुर। (स्वास्थ्य भवन)
2.	कार्य का नाम	50 जिला/उपजिला/सेटेलाइट चिकित्सालयों पर मरीजों के एक्स रे जांचों की रिपोर्टिंग कार्य को टेली रेडियोलॉजी के माध्यम से पीपीपी मोड पर चलाये जाने के सम्बन्ध में
3.	अनुमानित लागत	365.00 लाख
4.	अमानत राशि	7.30 लाख
5.	प्री. बिड कान्फ्रेन्स	18.01.17 प्रातः 11 बजे निदेशालय स्थित कान्फ्रेन्स हॉल में
6.	ऑन लाईन निविदा प्रपत्र डाउनलोड एवं अपलोड की अवधि	25.01.17 से 16.02.17 सायः 6 बजे
7.	ऑन लाईन निविदा खोलने की दिनांक	17.02.16 प्रातः 11 बजे
8.	ऑन लाईन निविदा खोलने का कार्यालय,	निदेशालय, चिकित्सा एवं स्वास्थ्य सेवायें, जयपुर
9.	निविदा फार्म शुल्क	1000 रु0
10.	निविदा प्रोसेसिंग शुल्क	1000 रु0

निविदा पत्रों को वेबसाइट www.eproc.rajasthan.gov.in, www.rajswasthya.nic.in, www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in से डाउनलोड किया जा सकता है, इन निविदाओं में भाग लेने वाले संवेदक निविदा को इलेक्ट्रॉनिक फार्मेट में वेबसाइट www.eproc.rajasthan.gov.in पर अपलोड करा सकते हैं। वित्त विभाग की आदेश संख्या एफ.(1)एफ.डी./जी.एफ.एण्ड ए.आर./2007 दिनांक 30.09.2011(सर्कुलर नं.19/2011) के अनुसार 50.00 लाख रुपये तक की राशि के कार्यों के लिए 500/- व 50.00 लाख रुपये से अधिक राशि के कार्यों के लिए 1000/- रुपये की राशि निविदा शुल्क के अतिरिक्त देनी होगी जो डिमांड ड्राफ्ट या बैंकर्स चेक के रूप में देय होगी। यह डिमांड ड्राफ्ट या बैंकर्स चेक MD RISL के पक्ष में व जयपुर में भुगतान योग्य होना चाहिए।

1. धरोहर राशि निविदा प्रपत्र में दर्शायी गयी कुल अनुमानित लागत की 2 प्रतिशत होगी निविदा शुल्क व डिमांड राशि/बैंकर्स चेक Director (PH) चिकित्सा एवं स्वा0 सेवायें, जयपुर के पक्ष में व जयपुर में भुगतान योग्य होना चाहिए।

2. निविदा शुल्क, प्रोसेसिंग शुल्क, धरोहर राशि Director (PH) चिकित्सा एवं स्वास्थ्य सेवायें, जयपुर के पक्ष में देय शुल्क एवं शपथ पत्र (निविदा प्रपत्र में बताए अनुसार) की मूल प्रति कार्यालय प्रभारी एमएनजेवाई बेसमेन्ट ए ब्लॉक निदेशालय, चिकित्सा एवं स्वास्थ्य सेवायें, जयपुर में 16.02.17 को सांय 5 बजे तक जमा कराया जाना आवश्यक है, इसके बिना तकनीकी निविदा को नहीं खोला जावेगा एवं उक्त की स्कैन प्रति निविदा प्रपत्र के साथ अपलोड करानी होगी।
3. निविदा प्रपत्र को वेबसाईट www.eproc.rajasthan.gov.in, www.rajswasthya.nic.in, www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in पर देखा जा सकता है।
4. निविदा प्रपत्रों में निविदाकर्ता के लिए योग्यता सूचना एवं निविदाकर्ता की पात्रता, प्लान, विभिन्न कार्यों की मात्रा एवं दरों का विवरण, नियम शर्तें व विवरण वर्णित है।
5. निविदा खोलने की दिनांक से 90 दिवसों तक निविदा स्वीकृति हेतु मान्य रहेगी, यदि निविदाकर्ता उस अवधि में अपनी निविदा अथवा शर्तों में किसी प्रकार का संशोधन करता है अथवा अपनी निविदा वापस ले लेता है तो उसको धरोहर राशि जब्त करली जावेगी।
6. किसी भी निविदा को स्वीकार करने एवं बिना कारण बताए निरस्त करने के समस्त अधिकार निदेशक (जन स्वास्थ्य) के पास सुरक्षित है।
7. आरटीपीपी एक्ट 2012 एवं आरटीपीपी नियम 2013 एवं आरटीपीपी के समस्त प्रावधान इस निविदा पर लागू होंगे।
8. ई-टेंडरिंग के लिए निविदादाता हेतु निर्देश:-
 - इन निविदाओं हेतु इच्छुक निविदादाता निविदा पत्रों को वेबसाईट www.eproc.rajasthan.gov.in, www.rajswasthya.nic.in, www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in से डाउनलोड कर सकते हैं।
 - निविदाओं में भाग लेने निविदादाताओं को वेबसाईट www.eproc.rajasthan.gov.in पर रजिस्टर्ड करवाना होगा। ऑनलाईन निविदा में भाग लेने के लिए डिजिटल सर्टिफिकेट इनफोरमेशन टेक्नोलॉजी एक्ट 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साईन करने हेतु काम आयेगा। निविदादाता उपरोक्त डिजिटल सर्टिफिकेट सी सी ए द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदादाता के पास पूर्व में वेद्य डिजिटल सर्टिफिकेट है, नया डिजिटल सर्टिफिकेट लेने की आवश्यकता नहीं है।
 - निविदादाताओं को निविदा प्रपत्र इलेक्ट्रॉनिक फॉरमेट में उपरोक्त साईट पर डिजिटल साईन के साथ प्रस्तुत करना होगा। जिनके प्रस्ताव डिजिटल साईन के साथ नहीं होंगे, उनके प्रस्ताव स्वीकार नहीं किये जायेंगे। कोई भी प्रस्ताव भौतिक फार्म में स्वीकार्य नहीं होगा।
 - ऑनलाईन निविदाएं निर्धारित दिनांक एवं समय पर ही खोली जायेंगी। यदि निविदा खोलने की दिनांक को राज्य सरकार के द्वारा किसी कारण से राजकीय अवकाश घोषित कर दिया जाता है तो निविदाएं अगले कार्यदिवस को खोली जावेगी।
 - सशर्त निविदाओं को स्वीकार नहीं किया जावेगा।
 - इलेक्ट्रॉनिक निविदा प्रपत्रों को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवें की निविदा प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी निविदा प्रपत्रों के साथ संलग्न कर दी गई हैं।
 - कोई भी टेंडर इलेक्ट्रॉनिकली जमा कराने में किसी कारण से लेट हो जाता है तो उसका जिम्मेदार विभाग नहीं होगा।

- टेंडर के प्रपत्र में आवश्यक सभी सूचियों/एनेक्सचर को सम्पूर्ण रूप से भरकर ऑनलाईन दर्ज किया जाना चाहिए।
- 9. निविदादाताओं को निविदा प्रपत्रों के साथ निविदा शुल्क, MD (RISL) के पक्ष में देय शुल्क के डिमांड ड्राफ्ट/बैंकर्स चेक, धरोहर राशि निदेशक जन स्वा0 के पक्ष में देय शुल्क के डिमांड ड्राफ्ट /बैंकर्स चेक/बैंक गारन्टी, शपथ पत्र, रजिस्ट्रेशन प्रमाण पत्र एवं गत 3 वर्षों का टर्नओवर (सीए से प्रमाणित करवाकर) तथा गत तीन वर्षों की इनकम टैक्स रिटर्न प्रमाण पत्र की प्रतियां वेबसाइट www.eproc.rajasthan.gov.in पर अपलोड कराना आवश्यक है। निविदा शुल्क, धरोहर राशि निदेशक जन स्वा0 के एवं MD (RISL) के पक्ष में प्रोसेसिंग देय शुल्क के डिमांड ड्राफ्ट/बैंकर्स चेक तथा शपथ पत्र की भौतिक प्रति उक्त निर्धारित तिथि एवं समय तक कार्यालय प्रभारी एमएनजेवाई बेसमेन्ट ए ब्लॉक निदेशालय, चिकित्सा एवं स्वास्थ्य सेवाएं, जयपुर में जमा करानी होगी इसके अभाव में निविदाओं पर विचार नहीं किया जावेगा।
- 10. सफल निविदादाता को टेंडर लागत के बराबर 5% (पांच प्रतिशत) प्रतिभूति राशि अनुबन्ध के समय जमा करानी होगी, प्रतिभूति राशि निम्न रूप में जमा कराई जा सकती है।
 - i. बैंक ड्राफ्ट
 - ii. बैंकर्स चेक
 - iii. नेशनल सेविंग सर्टीफिकेट

यदि किसी कारणवश उस दिन अवकाश रहता है तो उसके अगले दिन उसी समय व उसी स्थान पर निविदाएं खोली जायेगी। निविदा खोलने की तिथि को किसी कारणवश सारी निविदाएं खोली नहीं जा सकती है तो उसके अगले कार्य दिवस शेष निविदाएं खोलने का कार्य जारी रखा जायेगा।

पोस्ट क्वालिफिकेशन में रेसपोन्सेव निविदादाताओं की वित्तीय निविदा खोलने की सूचना निविदादाताओं को ईमेल द्वारा दी जावेगी।

जमा करवाने के बाद निविदा की समस्त प्रक्रिया ऑनलाईन होगी।


निदेशक (जन स्वास्थ्य)
चिकित्सा एवं स्वास्थ्य सेवाएं
राज.जयपुर

(Draft)

Request for Proposal

For

**"Teleradiology at 50 District/ Sub District/Satellite
Hospitals under Public Private Partnership (PPP)
Mode"**

**Government of Rajasthan
Directorate of Medical & Health
Services
Rajasthan, Jaipur**

REQUEST FOR PROPOSAL (RFP)

1. राज्य के 50 जिला/उपजिला/सेटेलाइट चिकित्सालयों में एमएनजेवाई अन्तर्गत निःशुल्क की जा रही एक्सरे जांचों की रिपोर्टिंग कार्यों को रेडियोलॉजिस्ट की कमी व उपलब्ध रेडियोलॉजिस्ट सोनोग्राफी व एमएलसी के कार्य में व्यस्त रहने के कारण एक्स-रे एवं स्पेशल एक्सरे की रिपोर्टिंग सुचारु रूप से नहीं कर पाते हैं। साथ ही विभिन्न राष्ट्रीय कार्यक्रमों जैसे सिलिकोसिस, टी.बी. आदि के मरीजों की प्रारम्भिक अवस्था में एक्सरे की नियमित रिपोर्टिंग एवं निदान नहीं हो पा रहा है। अतः इस हेतु इन चिकित्सालयों में टेली रेडियोलॉजी के सुविधानुसार जन सहभागिता के माध्यम से ये रिपोर्टिंग कार्य करवाया जाना है।
2. वर्तमान में सामान्यतः इन चिकित्सा केन्द्रों में लगभग 2000 एक्सरे प्रतिदिन किये जा रहे हैं। इस स्थिति को देखते हुए मरीजों को रिपोर्ट उपलब्ध करवाये जाने हेतु इन चिकित्सा केन्द्रों में इस हेतु Request for proposal (RFP) अन्तर्गत निविदा आमंत्रित की जाती है।

Following schedule will be observed in this regard:

Schedule	Time and Dates
Pre-bid conference	18-01-2017 at 11:00 AM
Last date for Submission of Bids	16-02-2017 at 6:00 PM
Opening of tender Document	17-02-2017 at 11:00 AM


Director (PH)
"Directorate of Medical & Health Services"
Rajasthan, Jaipur

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Project Background:

1. राज्य के 50 जिला/उपजिला/सेटेलाइट चिकित्सालयों में एमएनजेवाई अन्तर्गत निःशुल्क की जा रही एक्सरे जांचों की रिपोर्टिंग कार्यों को रेडियोलॉजिस्ट की कमी व उपलब्ध रेडियोलॉजिस्ट सोनोग्राफी व एमएलसी के कार्य में व्यस्त रहने के कारण एक्सरे एवं स्पेशल एक्सरे की रिपोर्टिंग सुचारु रूप से नहीं कर पाते हैं। साथ ही विभिन्न राष्ट्रीय कार्यक्रमों जैसे सिलिकोसिस, टी.बी. आदि के मरीजों की प्रारम्भिक अवस्था में एक्सरे की नियमित रिपोर्टिंग एवं निदान नहीं हो पा रहा है। अतः इस हेतु इन चिकित्सालयों में टेली रेडियोलॉजी के द्वारा जन सहभागिता के माध्यम से रिपोर्टिंग कार्य करवाया जाना है। कार्य की अवधि अनुबन्ध की तिथी से 12 माह(1 वर्ष) होगी।
2. वर्तमान में सामान्यतः इन चिकित्सा केन्द्रों में लगभग 2000 एक्सरे प्रतिदिन किये जा रहे हैं। इस स्थिति को देखते हुए मरीजों को रिपोर्ट उपलब्ध करवाये जाने हेतु इन चिकित्सा केन्द्रों में इस हेतु Request for proposal (RFP) अन्तर्गत निविदा आमंत्रित की जाती है।
3. चिकित्सा एवं स्वास्थ्य विभाग के 50 चिकित्सा संस्थानों में एक्सरे रिपोर्टिंग का कार्य करवाया जाना है। संबंधित चिकित्सा संस्थानों में X-Ray Machine, CR System, Computer, Printer, Broadband Connection, Anti-Virus Software एवं रेडियोग्राफर उपलब्ध होंगे।
4. संबंधित चिकित्सा संस्थानों के द्वारा निविदादाता के सिस्टम पर X-Ray की Digital Image electronically प्रेषित की जायेगी एवं निविदादाता द्वारा Reporting पश्चात् X-Ray की Image एवं Report संबंधित चिकित्सा संस्थान पर पुनः प्रेषित की जायेगी।
5. इमरजेंसी प्रकरणों में भेजी गई X-Ray Image की रिपोर्ट 30-45 मिनट में प्रेषित की जायेगी। आवश्यकता होने पर संबंधित चिकित्सा अधिकारी द्वारा हैल्पलाइन नं० पर जानकारी मांगने पर रिपोर्ट उपलब्ध करवानी होगी। अतः निविदादाता द्वारा हैल्पलाइन नं० उपलब्ध करवाने होंगे।



चिकित्सा संस्थानों की सूची-

S.No.	Institution
1.	Ajmer (Beawar)
2.	Ajmer (kekri)
3.	Ajmer (Kishangarh)
4.	Ajmer (Nasirabad)
5.	PMO Alwar
6.	Alwar Kalakua
7.	Banswara
8.	Baran
9.	Barmer
10.	Barmer (Balotara)
11.	Bharatpur
12.	Bhilwara
13.	Bhilwara (Shahpura)
14.	Bundi
15.	Chittorgarh
16.	Chittorgarh (Nimbaheda)
17.	Churu
18.	Churu (Ratangarh)
19.	Churu (Sujangarh)
20.	Dausa
21.	Dholpur
22.	Dholpur Badi
23.	Dungarpur
24.	Dungarpur (Sagwara)
25.	Ganganagar
26.	Hanumangarh
27.	Hanumangarh Canal Colony
28.	Jaipur (Kotputali)
29.	Jaisalmer
30.	Jalore
31.	Jhunjhunu
32.	Jhunjhunu Nawalgarh
33.	Karauli
34.	Karauli (Hindon)
35.	Nagaur Kuchaman City
36.	Nagaur
37.	Nagaur (Deedwana)
38.	Nagaur (Ladnu)
39.	Pali
40.	Pali (Sojat)
41.	Pratapgarh
42.	Rajsamand
43.	Rajsamand (Nathdwara)
44.	Sawai Madhopur
45.	Sawai Madhopur (Gangapur city)
46.	Sikar
47.	Sikar Neem ka thana
48.	Sirohi
49.	Tonk
50.	Udaipur Salumbar

Terms & Conditions for Tele radiology at 50 District/ SubDistrict/Satellite hospital in State of Rajasthan by open tender:

1. Signing of Contract

The Medical & Health Department 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 electronic communication. The contract shall be valid for a period of 12 months from the date of signing of the contract.

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.

Services shall be valid for a period of 12 months from the date of contract by the authority and it could be cancel/extended at any time after providing an opportunity of hearing by the authority, in case the service provider doesn't follow the rule regulations and term and condition of the contract. Bidder should provide services within 15 days

3. Performance Security

- a. The successful bidder shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee issued by a Nationalized Bank in favor of Tender Inviting Authority for 5% (Five Percent) amount of total tender value.
- b. The Bank guarantee as per Performa at "Appendix: F" and remain valid for a period, which is six months beyond the date of expiry of the contract. This shall be submitted at the time of agreement, failing which the EMD may be forfeited and the contract may be cancelled.
- c. 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 Medical & Health Department and the contract may also be cancelled.
- d. The Medical & Health Department will release the Performance Security without any interest to the firm / contractor on successful completion of contractual obligations.
- e. RTPP Act 2012 & RTPP Rules 2013 are applicable.
- f. If applicable bidder should be registered excise dept. and other government dept.
- g. The Bid enquiry documents are not transferable.

4. Compliance of Minimum Wages Act and other statutory requirements

- a. The bidder shall comply with all the provisions of Minimum Wages Act and other applicable labor laws.
- b. 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.

- c. 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 in 30 days after submitting bills on every month through ECS. The Medical & Health Department 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 if there is lack of budget, in this circumstance no interest will be paid on payment to the bidder.

Annual Training charges and annual services charges for radiographer will not bear by department.

7. Termination of Contract

Medical Health Department 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 Medical & Health department will have the right to give same contract to next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter as per RTTP Act 2012 and RTTP Rule 2013.

Service provider shall commence the proposed services within the 15 days of signing the agreement otherwise the contract shall be terminate.

8. Penalization

The upkeep time of transmission and reporting services should be 100%, but a single shut down shall not be more than of 10 days in single stretch. Service provider shall make alternative arrangements for reporting of the cases at the approved rates in case the system is out of order/shut down for greater than 24 hours. If shut down extends beyond 15 days the contract will be cancelled. For any discontinuity of services greater than 10 days the provider shall pay an average amount of revenue collected per day, for each day of shutdown despite providing alternate arrangement at the cost of the service provider. In any case authority shall not pay amount to the alternate provider.

If any reason system does not report the bidder should be penalized 5000 Rs/- per day. If reporting system is failed more than 10 days then EMD forfeited by the dept.

The Service provider shall not sell or transfer any proprietary rights or entrust to any other third party for running the proposed scheme, the duration for which the license has been issued.

After completion of the tenure of tender, the provider will be provide last month digital report within 30 days of closer date.

9. General Terms & Conditions

- a) The Authority shall provide a list of availability of X-ray and CR system at DH/SDH/Satellite hospitals.
- b) The Authority shall arrange for well-functioning X-ray and the preventive maintenance (PM) and corrective maintenance of the medical equipment shall be the responsibility of the contracting authority/state health department.
- c) The Service provider should adhere to Standard Operating Procedures (SOPs) for each of the services finalized in consultation with the Authority.
- d) Provision of the storage of the images and clinical data shall be arranged by the Authority.
- e) Annual review of the performance and observance of terms and conditions including quality of tests shall be carried out by a committee appointed by the authority.
- f) The state government may increase/ decrease the number of facility in future.
- g) The Service provider will have to manage the following records:
- h) Digital cases register. (i) Record of discontinuity of services at service provider's end; and (ii) log book of discontinuity of services at facility end.
- i) The patient information and images shall be tagged to a unique id generated by service provider. The codification shall follow GSI standards as given by Ministry of Commerce, Govt. of India.
- j) The bidder should provide image data in electronic storage form to state government every Quarterly.
- k) Reporting of X-ray within 24 hours excepts in emergency/MLC cases within 4 hours and emergency helpline numbers to be provided to the facilities for getting the emergency reports .
- l) Director(PH) have a right to Cancel bid proceedings and reject all bids a statement to that effect.
- m) Bid shall remain valid for 90 days.

10. Arbitration

- a) If dispute or difference of any kind shall arise between the Medical Health Department 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 Medical Health Department 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 Director (PH) Medical & Health Department and jurisdiction area will be Jaipur, Rajasthan 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 Director (PH) Medical & Health Department 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) 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 Medical Health Department or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- d) Reference to arbitration shall be a condition precedent to any other action at law.
- e) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued such as Jaipur, Rajasthan.

11. 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.

Evaluation Of Tenders:

1. Scrutiny of Tenders

The tenders will be scrutinized 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 Medical & Health Department 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 technical bid, will be considered.

2. Infirmary / Non-Conformity

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

3. Bid Clarification

Wherever necessary, the Medical and Health Department may, at its discretion, seek clarification from the renderers seeking response by a specified date. If no response is received by this date, the Medical & Health Department shall evaluate the offer as per available information.



Instruction for Bidders:

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 telex, telegram or fax 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 taxes and duties. This shall be quoted in the format as per attached Appendix 'E' only.
- e) The tenders (technical and financial) shall be submitted online (with a covering letter as per Appendix 'E') before the last date of submission. Late tenders / bids shall not be considered.

2. Inspection of Site and Equipment

The interested bidder may inspect respective 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 Director (PH) of Medical & Health Department 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), tender fees & MD (RISL) fees as specified in the Notice Inviting Tender (NIT) in the shape of Bank Draft / Bankers cheque from any Schedule Bank in favor of RISL processing fees of MD (RISL) payable at Jaipur and EMD & Tender fee in favor of Director (PH) payable at Jaipur.
- b) It may be noted that no tendering entity is exempt 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 Medical & Health Department, 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 bidders' EMD will also be forfeited without prejudice to other rights of Medical & Health Department, if it fails to furnish the required performance security within the specified period.

4. Preparation of Tender

The bids shall be made e-tendering on www.eproc.rajasthan.gov.in only.

The tender will be marked in bold letter as "TECHNICAL BID" which shall be sent forwarding letter ("Appendix-A") and shall include the following:

- a. Receipt regarding payment of Tender Cost and MD (RISL) fees.
- b. Bank Draft /Bankers Cheque towards E.M.D. DD/ Banker's cheque towards the cost of tender document to be attached in case bid document has been downloaded from website.

- c. Confirmation regarding furnishing Performance Security in case of award of contract.
- d. Original tender may be upload electronically and filled tender should be sign electronically each page electronically.
- e. Particulars of the bidder as per "Appendix-D"
- f. Copy of the Income Tax Returns acknowledgement for last two assessment years.
- g. Power of attorney in favor of signatory to tender documents and signatory to Service Provider Authorization letter.
- h. Copy of the certificate of registration of EPF, ESI and Service Tax with the appropriate authority.
- i. A 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 a government department, government undertakings, local bodies, authorities.

In addition to the above documents,

- a. The bidder shall provide an authorization letter as per perform given in "Appendix - B".
- b. The bidder shall provide certificate of other similar services provided in private/public sector in last three years and user's certificate regarding satisfactory completion of such jobs as per Performa given in "Appendix -C".
- The second part shall contain the financial proposal and shall be marked in bold letters as "FINANCIAL BID FOR STATE". Prices shall be inclusive of all taxes & duties and quoted in the Performa enclosed at "Appendix E" as per scope of work/service to be rendered.

5. Tender Validity Period

The tenders shall remain valid for 1 year for acceptance and the prices quoted shall remain for the duration of the contract. The contract may be extended for another term with mutual consent.

6. Tender Submission

Technical and financial bid should be uploaded on e-procurement site (www.eproc.rajasthan.gov.in) if they have any query the bidder will contact officer of Incharge MNJY, A Block, Basement, Medical and Health Department. The conditional tender should not be accepted.

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. The bidders may attend the bid opening if they so desire.

Eligibility Criteria :

1. The Bidder shall be a sole provider or a group of persons (maximum 2) coming together as Consortium to implement the Project. The principal partner should have at least 51% stake of the consortium and must also have all legal liabilities.
2. The group 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 or an equivalent law applicable in the state.
3. The bidder (individual company or member of consortium) shall have minimum 5 years experience in carrying out teleradiography assignment (both software installation and teleradiography reporting) in private and public sector (preferably in public sector).
4. In support of this, a statement regarding assignment completed during last five years should be submitted as per Performa given in tender document. The assignment/semi government departments should be specifically brought out. The decision of the Medical & Health Department as to the whether the assignment is similar or not whether the bidders possess adequate experience or not shall be final and binding on the bidders.
5. The Chief & Supervising Radiologist of the bidder must be a reputed radiologist with MD in Radio diagnostics, the bidder should attached technical and educational qualification copy of certificate of chief and supervising radiologist, having at least 15 years of teaching experience, so the quality of reporting is of highest standard. The higher teaching and total experience after passing MD in Radio Diagnosis will be preferred.
6. The bidders are not presently blacklisted by the Medical & Health Department or by any state or Govt. of India or its organization
7. The bidder (individual company or member of consortium) shall have a minimum turn over average Rs. 11 crore of last 3 assessment years, duly attested by CA.
8. The software system must have cloud computing with 12 years of experience non open source software to ensure security of software and electronic medical data and attached 12 years experience certificate.
9. The application must be USFDA (510k certified and CE certified and OEM must be ISO 9001 colon 2008 and ISO 13485 certified).
10. The bidder is an individual company then he must be registered in company Act and attached its copy.

Forwarding Letter for Technical Bid
(To be submitted by all bidders in their letterhead)

Date:

To

Director (PH)
 Directorate Medical & Health Services,
 Swasthya Bhawan , C-Scheme, Tilak Marg, Jaipur, Rajasthan

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

1. We are submitting, here with our tender for providing Tele radiology services for..... Number of districts in the state.
2. We are enclosing Receipt No..... or Bank Draft/Bankers Cheque No....., Dated.....(amount.....)towards tender cost/fee and Bank Draft / Bankers Cheque/Bank Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn on..... Bank in favor of Director (PH), Directorate Medical & Health Services, Jaipur, Rajasthan.\
3. MD (RISL) processing fees Rs 1000/-. DD/ Banker Cheque no..... date favor to MD (RISL)
4. Affidavit attach with stamp Rs 100 by notary public Attested Declaration by Bidder Annexure- G
5. We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per term and condition no.
6. We agree to keep our offer valid for the period for the period stipulated in your tender enquiry.

Enclosures:

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

Signature of the Bidder.....
 Seal of the Bidder.....

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

To
Director (PH)
Directorate Medical & Health Services,
Swasthya Bhawan , C-Scheme, Tilak Marg,
Jaipur, Rajasthan

Ref. Your TE 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.
Original letter shall be attached to the tender.

APPENDIX - C

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED

1. Attach users' certificates (in original) regarding satisfactory completion of assignments.

Sr.No	Assig nment contract No &date	Description of work services provided	Contr act price of assignm ent	Date of commencem ent	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							

Note: Attach extra sheet for above Performa if required.

Signature.....

Name

APPENDIX - D PARTICULARS OF THE BIDDER'S COMPANY

(To be submitted by all tenderers / bidders)

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

Name	Qualification	Experience (Similar Service)
		use extra sheet if necessary

5. Whether the bidder has NABL/NABH/ISO or any other accreditation?
(If yes/ whether documents attached with techno commercial bid).

6. Registration. Nos.

- (a) EPF
- (b) ESI
- (c) Sales Tax
- (d) VAT
- (e) Service Tax
- (f) PAN No.
- (g) Audited Accounts Statement for past three financial years
- (h) Copy of Income Tax Return for past three financial years
- (i) Experience certificate of Bidder

7. Brief write-up about the firm / company. (use extra sheet if necessary)

Signature of Bidders

Date:

Place:

Name

Office Seal

APPENDIX – E
FINANCIAL BID

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

1. Name of the tender

2. Prices Quoted :-

S.no.	Name of Test	Cost per Test (in Rs.)	Taxes/Duties. % and Amount (in Rs.)			Total Price (in Rs.)
			Tax	%	Amt	
	(i)	(ii)	(iii)			(iv)
1	X-ray, Barium meal study, IVP, HSG, Synogram MCV, Memography					

APPENDIX – F

Performa for Bank Guarantee

To

Director (PH)

Directorate Medical & Health Services,
Swasthya Bhawan , C-Scheme, Tilak Marg,
Jaipur, Rajasthan

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called “ the Service provider” has undertaken, in pursuance of contract No..... dated (Here in after “the contract”) to provided Dialysis 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 a firm 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 foreshide, 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 6 months after the contract termination date(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 1 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.

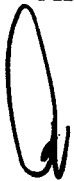
/ Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions.

Signature of the bidder:

Date :

Name & Address of the Firm:

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



Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- 1. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

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Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No..... Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

Annexure C:

Grievance Redressal during Procurement Process

The designated and address of the First Appellate Authority is DIRECTOR (PH), MEDICAL AND HEALTH SERVICES, RAJASTHAN, JAIPUR

The designation and address of the Second Appellate Authority is PRINCIPAL SECRETARY, MEDICAL & HEALTH DEPARTMENT, RAJASTHAN, JAIPUR.

- 1) Filing an Appeal If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days of the appeal.

If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective Bidder or Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective Bidder or Procuring Entity as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

- 3) Appeal not to lie in certain cases No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:
 - a. Determination of the need of procurement;
 - b. Provisions limiting participation of Bidders in the Bid process;
 - c. The decision of whether or not to enter into negotiations;
 - d. Cancellation of a procurement process;
 - e. Applicability of the provisions of confidentiality.

4) Form of Appeal

- a. An appeal under Para (1) OR (3) above shall be in the annexed Form along with as many copies as there respondents in the appeal.

- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority.

5) Fee for filing Appeal

- a) fee for the first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.
- b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

6) Procedure for Disposal of Appeal

- a) The First Appellate Authority or Second Appellate Authority, as the case may be up on filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - Hear all the parties to appeal present before him; and
 - Pursue or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub clause (c) above shall also be placed on the State Public Procurement Portal.

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Annex D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.