

राजस्थान सरकार
निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं,
राजस्थान, जयपुर

दूरभाष सं० : 0141-2224878

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क्र.: एफ04()एमएनजेवाई/टेलीरेडियोलॉजी/2021-22/ 904

दिनांक : 15/12/22

ई- बिड निविदा सूचना

राज्य के 53 जिला/उपजिला/सेटेलाइट चिकित्सालयों में आउटसोर्स मोड पर टेलीरेडियोलॉजी के माध्यम से एक्स रे रिपोर्टिंग की सुविधा मरीजों को उपलब्ध करवाई जानी है। इच्छुक निविदादाता प्रारूप एवं विस्तृत विवरण विभाग की वेबसाइट www.rajswasthya.nic.in एवं सूचना एवं जन सम्पर्क विभाग की वेबसाइट www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in पर 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	राज्य के जिला/उपजिला/सेटेलाइट चिकित्सालयों में आउटसोर्स मोड पर टेलीरेडियोलॉजी के माध्यम से एक्स रे रिपोर्टिंग की सुविधा मरीजों को उपलब्ध करवाये जाने के संबंध में।
3.	अनुमानित लागत	2.40 करोड़ रुपये
4.	बिड डिक्लेरेशन राशि	बिड डिक्लेरेशन राशि कुल लागत की 1% डिक्लेरेशन प्रपत्र में
5.	प्री. बिड कान्फ्रेंस	20.12.2021 को प्रातः 11 बजे निदेशालय स्थित कान्फ्रेंस हॉल
6.	ऑन लाईन निविदा प्रपत्र डाउनलोड एवं अपलोड की अवधि	15.12.2021 को सांय 4 बजे से दिनांक 03.01.2022 को सांय 5.00 बजे तक
7.	भौतिक रूप से दिये जाने वाले प्रपत्रों को जमा कराने की दिनांक एवं समय	03.01.22 को दोपहर 2.00 बजे तक
8.	ऑन लाईन निविदा खोलने की दिनांक	04.01.22 को दोपहर 12.30 बजे तक
9.	ऑन लाईन निविदा खोलने का कार्यालय,	निदेशालय चि० एवं स्वा० विभाग जयपुर, राज०
10.	निविदा फार्म शुल्क	10,000 रू० - Director (PH) के पक्ष में
11.	निविदा प्रोसेसिंग शुल्क	1000 रू० - MD RISL के पक्ष में

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।

- बिड सेक्योरिटी राशि निविदा प्रपत्र में दर्शायी गयी कुल अनुमानित लागत की 1 प्रतिशत होगी जिसका डिक्लेरेशन निर्धारित प्रपत्र में प्रस्तुत करना होगा।
- निविदा शुल्क, प्रोसेसिंग शुल्क, बिड सेक्योरिटी राशि डिक्लेरेशन प्रपत्र के डिमाण्ड ड्राफ्ट/बैंकर्स चेक Director (PH) चिकित्सा एवं स्वा० सेवायें, जयपुर के पक्ष में होना चाहिए Director (PH) चिकित्सा एवं स्वा० सेवायें, जयपुर के पक्ष में देय, शुल्क एवं शपथ पत्र (निविदा प्रपत्र में बताए अनुसार) व Appendix A,B,C,D,G,H and Annexure A की मूल प्रतियां कार्यालय नोडल अधिकारी, एमएनजेवाई कमरा नं. 9 न्यू बिल्डिंग निदेशालय, चिकित्सा एवं स्वास्थ्य सेवायें, जयपुर में दि० 03.01.2022 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 www.eproc.rajasthan.gov.in पर अपलोड करानी होगी।
- निविदा प्रपत्र को वेबसाइट www.eproc.rajasthan.gov.in, www.rajswasthya.nic.in www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in पर देखा जा सकता है।
- 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।
- 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 उसकी बिड सेक्योरिटी राशि जब्त करने से सम्बन्धित आवश्यक कार्यवाही नियमानुसार की जावेगी।
- किसी भी निविदा को स्वीकार करने अथवा निरस्त करने के समस्त अधिकार निदेशक (जन स्वा०) के पास सुरक्षित है।
- निविदा प्रपत्र में सम्मिलित सभी बिन्दुओं एवं सम्मिलित होने से रह गये अन्य बिन्दुओं पर अंतिम निर्णय निदेशक (जन स्वा०) का होगा।

राजस्थान सरकार
निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं,
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- 8 जहां कही निविदा प्रपत्र में स्पष्ट न हो तो आरटीपीपी एक्ट 2012 एवं आरटीपीपी नियम 2013 के प्राक्धान इस निविदा पर लागू होंगे।
- 9 ई-टेंडरिंग के लिए निविदादाता हेतु निर्देश:-
- इन निविदाओं हेतु इच्छुक निविदादाता 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 कर सकते हैं।
 - निविदाओं में भाग लेने वाले निविदादाताओं को वेबसाइट www.eproc.rajasthan.gov.in पर रजिस्टर्ड करवाना होगा। ऑनलाईन निविदा में भाग लेने के लिए डिजिटल सर्टिफिकेट (DSC) इनफोरमेशन टेक्नोलॉजी एक्ट 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साईन करने हेतु काम आयेगा। निविदादाता उपरोक्त डिजिटल सर्टिफिकेट (DSC) सी सी ए द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदादाता के पास पूर्व में वेद्य डिजिटल सर्टिफिकेट (DSC) है एवं पूर्व में ही रजिस्टर्ड है तो उन्हें पुनः रजिस्ट्रेशन की आवश्यकता नहीं है।
 - निविदादाताओं को निविदा प्रपत्र इलेक्ट्रॉनिक फोरमेट 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 उसी समय 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 स्केन कॉपी निविदा प्रपत्रों के साथ संलग्न कर दी गई हैं।
 - कोई भी टेंडर इलेक्ट्रॉनिकली जमा कराने में अथवा भौतिक दस्तावेज कार्यालय में जमा करवाने में किसी कारण से लेट हो जाता है तो उसका जिम्मेदार विभाग नहीं होगा और ऐसे बिड को स्वीकार नहीं किया जावेगा।
 - टेंडर के प्रपत्र में आवश्यक सभी सूचियों/एनेक्सचर को सम्पूर्ण रूप से भरकर ऑनलाईन www.eproc.rajasthan.gov.in पर दर्ज किया जाना चाहिए।
- 10 निविदादाताओं को निविदा प्रपत्रों के साथ निविदा शुल्क, MD (RISL) के पक्ष में देय शुल्क के डिमांड ड्राफ्ट/बैंकर्स चेक, धरोहर राशि का घोषणा पत्र निदेशक जन स्वा0 के पक्ष में देय शुल्क के डिमांड ड्राफ्ट/बैंकर्स चेक/बैंक गारन्टी, शपथ पत्र, रजिस्ट्रेशन प्रमाण पत्र एवं गत 4 वर्षों में से किन्हीं भी 3 वर्ष का टर्नओवर (सीए से प्रमाणित करवाकर) तथा गत 4 वर्षों में से किन्हीं भी 3 वर्ष की इनकम टैक्स रिटर्न की प्रतियां वेबसाइट www.eproc.rajasthan.gov.in पर अपलोड कराना आवश्यक है। निविदा शुल्क, धरोहर राशि का घोषणा पत्र निदेशक जन स्वा0 के एवं MD (RISL) के पक्ष में प्रोसेसिंग शुल्क के डिमांड ड्राफ्ट/बैंकर्स चेक तथा शपथ पत्र की भौतिक प्रति उक्त निर्धारित तिथि एवं समय तक कार्यालय नोडल अधिकारी, एमएनजेवाई कमरा नं. 9 न्यू बिल्डिंग निदेशालय, चिकित्सा एवं स्वास्थ्य सेवायें, जयपुर में जमा करानी होगी इसके अभाव में निविदाओं पर विचार नहीं किया जावेगा।
- 11 सफल निविदादाता को टेंडर लागत के बराबर 2.5% (ढाई प्रतिशत) बोली प्रतिभूति राशि अनुबन्ध के समय जमा करानी होगी, बोली प्रतिभूति राशि निम्न रूप में जमा कराई जा सकती है।

- i. बैंक ड्राफ्ट ii बैंकर्स चेक
iii नेशनल सेविंग सर्टीफिकेट iv बैंक गारन्टी

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 रेसपोन्सिव निविदादाताओं की वित्तीय निविदा खोलने की सूचना ईमेल द्वारा दी जावेगी। जमा करवाने के बाद निविदा की समस्त प्रक्रिया ऑनलाईन होगी।

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

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

**Request for Proposal for "Teleradiology
reporting
at 53 District/ Sub District/Satellite Hospitals,
on Out Sourcing Mode.**

**Director (PH)
"Directorate of Medical &
Health Services" Swasthya
Bhawan, Tilak Marg, C-
Scheme, Jaipur, Rajasthan.
Tel : 0141-2229858, 2224878
Email: no-mnjy-rj@gov.in**

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REQUEST FOR PROPOSAL (RFP)

1. राज्य के 53 जिला/उपजिला/सेटेलाइट चिकित्सालयों में एमएनजेवाई अन्तर्गत निःशुल्क की जा रही एक्सरे जांचों की रिपोर्टिंग कार्यों हेतु इन चिकित्सालयों में टेली रेडियोलॉजी के माध्यम से आउटसोर्स मोड पर रिपोर्टिंग कार्य करवाया जाना है।
2. At present approx 1500 Digital x-rays are being done per day at 53 DH/SDH/SH. It may vary from institution to institution based on patient load. इस हेतु Request for proposal (RFP) अन्तर्गत निविदा आमंत्रित की जाती है।
3. निविदा प्रपत्र वेबसाईट www.eproc.rajasthan.gov.in से डाउनलोड/अपलोड किया जा सकता है।

Address-Directorate Medical & Health Services
Swasthya Bhawan, Tilak Marg, Jaipur 302005.

Nodal Officer Contact details
Nodal Officer Dr. Manoj Thagria
Mobile no- 9414245610
Landline No-0141-2224878
Email. no-mnjy-rj@gov.in
Email. rmsc.mnjy@gmail.com

Following schedule will be observed in this regard:

Schedule	Time and Dates
Pre-bid conference	20.12.21 at 11 AM
Last date for Submission of Bids	03.01.22 till 5.00 PM
Opening of tender Document	04.01.22 at 12.30 PM



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

TABLE OF CONTENTS

S.No.	Content	Page No.
1.	Project Background	4
2.	Terms & Conditions for Tele radiology at 53 District/ Sub District/Satellite Hospital in State of Rajasthan	5-9
3.	Evaluation of Tenders	10
4.	Instruction for Bidders	11-13
5.	Eligibility Criteria	14-16
6.	List of Institutions	17
7.	Forwarding Letter for Technical Bid (Appendix A)	18
8.	Bidding authorization Letter (Appendix B)	19
9.	Assignment of Similar Nature Successfully Completed works (Appendix C)	20
10.	Particulars of the Bidder's Company (Appendix D)	21
11.	Financial Bid (Appendix E)	22
12.	Performa of Bank Guarantee (Appendix F)	23
13.	Declaration by Bidder (Appendix G)	24
14.	Forwarding Letter for Technical Bid Enclosures (Annexure A)	25-26
15.	Bid Security Declaration form (Appendix H)	27
16.	Compliance with the code of integrity and no conflict of interest – Annexure B	28
17.	Declaration by the Bidder regarding qualification. Annexure C	29
18.	Grievance redressal during procurement process Annexure D	30-32
19.	Additional conditions of contract Annexure E	33

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PROJECT BACKGROUND

1. राज्य के 53 जिला/उपजिला/सेटेलाइट चिकित्सालयों में एमएनजेवाई अन्तर्गत निःशुल्क की जा रही एक्सरे जांचों की रिपोर्टिंग कार्यों हेतु इन चिकित्सालयों में टेली रेडियोलॉजी के माध्यम से आउटसोर्स मोड पर रिपोर्टिंग कार्य करवाया जाना है। कार्य की अवधि कार्य प्रारम्भ करने की तिथी से 24 माह (2 वर्ष) होगी।
2. At present approx 1500 Digital x-rays are being done per day at 53 DH/SDH/SH. It may vary from institution to institution based on patient load. इस हेतु Request for proposal (RFP) अन्तर्गत निविदा आमंत्रित की जाती है।
3. चिकित्सा एवं स्वास्थ्य विभाग के 53 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/ सहायक 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 X-Ray की Report संबंधित चिकित्सा संस्थान पर प्रेषित की जायेगी।
5. एक्स रे रिपोर्टिंग कार्य निर्धारित TAT के अनुसार होगा एवं 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 नं0 पर जानकारी मांगने पर रिपोर्ट उपलब्ध करवानी होगी। अतः निविदादाता द्वारा हैल्पलाइन नं0 उपलब्ध करवाने होंगे।

Terms & Conditions for Tele radiology
at 53 district/ sub district/satellite hospital in state of
Rajasthan

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. 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 24 months from the date of commencement of work, which could be extended with mutual consent as per RTTP Act 2012 and Rules 2013.

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 24 months from the date of commencement of work. In case the service provider doesn't follow the rule, regulations and term and condition of the contract, it could be cancelled at any time after providing an opportunity of hearing by the authority as per RTTP Act 2012 and Rule 2013. Successful bidder should provide services within 30 days from date of contract.

3. Performance Security

(1) Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

(2) The amount of performance security shall be 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 3% of the amount of work order in case of procurement of works. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1.00 % of the amount of supply order.

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(3) Performance security shall be furnished in any one of the following forms-

- a. Deposit through eGRAS
- b. Bank Draft or Banker's Cheque of a Nationalized bank.
- c. National Savings Certificates and any other script/instrument under National savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
- d. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security in RTPP rules.
- e. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- f. The Bank guarantee as per Performa at "Appendix: F" shall remain valid for a period, beyond six month from 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.
- g. 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.
- h. The Medical & Health Department will release the Performance Security without any interest to the firm / contractor on successful completion of contractual obligations.
- i. RTPP Act 2012 & RTPP Rules 2013 and other related laws are applicable.

(4) Performance security furnished in the form specified in clause (a) to (e) of sub-rule (3) of Rule 75 of the said rules, 2013, shall remain valid for a period of six month beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

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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

Department will ensure 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.

Bidder will provide reporting software having provision for monitoring of TAT, after which bills will be duly signed and verified by proper authority at institution level before submission to Director PH for payments

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

7. Termination of Contract

Medical Health Department may terminate the contract, if the successful tendered 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, RTTP Rule 2013 and other related laws.

Service provider shall commence the proposed services within the 30 days of signing the agreement otherwise the contract shall be terminate

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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 total contract period. Service provider shall make alternative arrangements for reporting of the cases at the approved rates. Alternative arrangements should be made in case; the system is out of order/shut down for greater than 24 hours.

- a. If shut down extends beyond 24 Hours to 10 days then penalty will be Rs 5000/ per day
- b. If any discontinuity of services is greater than 10 days the service provider shall pay Rs. 10000/- 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 any amount to the alternate.
- c. If discontinue of services continuous even after 30 Days, performance security should be Forfeited and contract will be terminated by department & action will be taken as per rule after opportunity of heard be given
- d. **The service provider will be penalized in case of increase TAT then 10% of the payment per x-ray reporting deducted.**
- e. 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.
- f. After completion of the tenure of tender, the provider will provide all documents 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 of MLC and Trauma cases shall be arranged by the bidders to the Authority.
- e) Half yearly review of the performance and observance of terms and conditions including quality of **Reported X-ray** shall be carried out by a committee appointed by the authority.
- f) The state government may increase/ decrease the number of facilities in Future.
- g) The Service provider will have to manage the following records:
(i) Digital cases register. (ii) Record of discontinuity of services at service provider's end; and (iii) log book of discontinuity of services at facility end.
- h) The patient information and images shall be tagged to a unique id generated by facility.

- i) The bidder should provide Reported image data of MLC and Trauma cases in electronic storage form to concerned Hospital authority every Quarter in from of CD/Hard disc.
- j) Reporting of X-ray within 06 Hours except in emergency/MLC cases. Emergency and MLC cases reporting in 30 to 45 minutes and emergency helpline numbers to be provided to the consulting emergency reports .
- k) Bid shall remain valid for 90 days from date of technical bid opening date.
- l) In MLC cases, Medical Jurist, Radiologist, concerning clinician and bidders reporting Radiologist shall have joint responsibility. In court cases, if required, radiologist of services provider shall appear in the court for expert opinion.
 - (i) Name of Radiologist to be mentioned in X-Ray reports.
 - (ii) List of reporting Radiologist to be provided by services provider with address and mobile number.

10. Dispute Resolution Committee

- a) If any kind of dispute or difference arises 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 through a committee contributed as below:-

Director (P.H.)	Chairman
Head of Department, Radiology, SMS Medical College Jaipur	Member
Financial Advisor, DMHS	Member
Nodal Officer, MNJY	Member
DLR, DMHS	Member

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 (Jaipur) 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.

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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. Infirmity / 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 specified date, the Medical & Health Department shall evaluate the offer as per available information.

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INSTRUCTIONS 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. Bid security Deposit

The tender shall be accompanied by Declaration form in **Appendix H** in lieu of Bid security deposit as specified in the Notice Inviting bid (NIB) It may otherwise be noted that no tendering entity is exempt from deposit of Bid security Declaration form. Bid submitted without Bid security Declaration shall be rejected.

Bids must be supported by a Bid- security Declaration. The bidder shall have to pay the bid security amount specified in the Term and Condition of the Bid, in the following cases, namely:-

- a) When bidder withdraw or modify his bid after opening of bids;
- b) When bidder do not execute the agreement, if any, after placement of supply/work order within the specified period;
- c) When bidder fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- d) When bidder do not deposit the performance security within specified period after the supply/work order is placed; and
- e) If bidder breaches any provision of code of integrity prescribed for bidding specified in the RTPP Act and Chapter VI of RTPP rules.

In addition to above, the department shall debar the bidder from participating in any procurement process undertaken for a period not exceeding three years in case

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where the entire bid security or any part thereof is required to be forfeited by procuring entity.

This Bid Securing Declaration shall expire if:-

- i. Bidder are not the successful Bidder;
- ii. The execution of agreement for procurement and performance security is furnished by bidder in case bidder are successful bidder;
- iii. Thirty days after the expiration of Bid.
- iv. The cancellation of the procurement process; or
- v. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted

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 with forwarding letter (“Appendix-A”) and shall include the following:
- a. Receipt regarding payment of Tender Cost.
 - b. Bid declaration form, DD/ Banker’s cheque towards the cost of tender and RISL processing fees.
 - c. Confirmation regarding furnishing Performance Security in case of award of contract.
 - d. Original tender upload electronically and filled tenders should be sign electronically.
 - e. Particulars of the bidder as per “Appendix-D”
 - f. Copy of the Income Tax Returns acknowledgement for any of the consecutive 3 of the last 4 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 GST with the appropriate authority.
 - i. A declaration from the bidder in the format given in the “Appendix-G” 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 Performa given in "Appendix -B".
 - b. The bidder shall provide certificate of other similar service 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" which is certified by authority where service render.
- The second part shall contain the financial proposal and 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 except GST/ service to be rendered should be submitted online only and do not attached or upload appendix E or BOQ with technical bid if found so then bidders shall be disqualified.

5. Contract Validity Period

The Contract shall remain valid for 2 years from date of commencement of work and the prices quoted shall remain for the duration of the contract. The contract can be extendable with mutual consent as per RTTP Act 2012 and Rules 2013.

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 office of the Nodal Officer, MNJY, Room no 9, New Building , Medical and Health Department. The conditional tender should not be accepted.

The offer shall contain no interlineations or overwriting by the person signing the tender. In case of any 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.

8. Pre bid meeting

To clarify and reply the queries on any issue /matter related to this bid, a pre bid meeting will be held in the conference hall of DMHS, Swasthya bhawan on date and time as mentioned in Bid documents, written representation regarding clarification sought /suggested, shall only be accepted on or before the date of pre bid meeting, thereafter representation will not be accepted.

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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 bidder 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 teleradiology assignment (both software installation and teleradiology reporting) in private, public sector and Govt. Sector.
4. In support of this, a statement regarding assignment completed during last five years should be submitted as per Performa given in Appendix 'C' of tender document. The decision of the Medical & Health Department as to the whether the assignment is similar or not shall be final.
5. The Chief Supervising Radiologist must be a radiologist with MD (Radiology) degree with 05 year reporting experience, the qualification of reporting is of highest standard, the bidder should attach educational qualification, copy of valid registered certificate of chief radiologist experience certificate.
6. The bidder should have an established teleradiology hub, comprising of at least 15 radiologists (MD/ DMRD/ DNB/ DMRE degree and diploma). The bidder shall attach copy of relevant degree and diploma and registration of Medical Council.
7. Attach all the relevant copies otherwise technically bid will not be considered. There shall be no technical evolution in absence of education qualification and registration of Medical Council.
8. In case of increase in number of institutions/work load, bidder will provide additional Radiologist according to x-ray reporting.
9. The bidders are not presently blacklisted by the Medical & Health Department or by any state Govt. / department of India/ or its organization.
10. The bidder (individual company or member of consortium) shall have a minimum turn over average of Rs. 1.00 crore of last 3 assessment years, duly attested by CA.

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Scope of Services

1. Designing, development, supply, installation, implementation, operationalization, commissioning, management and maintenance of teleradiology with PACS (Picture Archiving and Communication System) services in Rajasthan preferably web based on browser.
2. Teleradiology Software should be efficient, scalable and transparent to assist the stakeholders of Director (PH) (at state/districts/ health facility) for the better monitoring, management, planning and decision-making to ensure the effective delivery of health services using teleradiology.
3. Selected bidder will perform the integration of teleradiology, PACS, IHMS and the system shall be integrated with IHMS (Integrated Health Management System) software using HID. Everything that captured in the project followed by standards.
4. The successful bidder will perform installation, testing and commissioning of provision in the CR system at health institute level to send radiographic details/ images to the central server for teleradiology.
5. Successful bidder will provide hands on training to the hospital staff for use of teleradiology and PACS system in time bounded manner.
6. Detailed installation and training report will be submitted by the successful bidder to the MNJY section.
7. The successful bidder shall provide helpdesk, dedicated e-mail and contact no. for any service related issues to MNJY
8. Selected bidder will present /participate in department meetings as and when required.
9. To provide user-ID, password and training to the concerned staff of state/districts/ health facility.
10. To provide online web-portal for user-management, information management and monitoring the real-time status of report submitted, pending and completed.
11. The successful bidder shall provide all necessary business keyword on long code or short code, user manual, power point presentation and documentation for the project.
12. The successful bidder shall provide operational support during the project period
13. All types of Server Hardware, Software, Database, Data Storage, Data Security, Data Confidentiality, Internet Connectivity, Networking Equipments, Antivirus Software, Firewall etc required for Central Server shall be used by the successful bidder of its own.
14. It would be the responsibility of the successful bidder to use high end capacity server hardware, software, bandwidth connectivity etc to provide the quality services desired/ required by the department.
15. It will be the responsibility of the successful bidder to hand over all the project material in working & operational condition at the end of the project duration
16. It will be the responsibility of the successful bidder to provide complete backup data, backup of complete project period in two copies at the end of the project on working condition.
17. Application software, database structures, database, application user-interfaces, user guidelines, flowcharts, training manuals and other information should be provided to Director (PH) which will be the property of Director (PH).
18. The successful bidder should provide helpdesk, dedicated email, telephone/ mobile number/ remote access/ computer hardware/ printer and operational one technical manpower equipped with laptop, printer and internet data at State MNJY section to coordinate and perform day-to-day operations, reporting, API integration etc.

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- **Reporting Features**

Some illustrative reports are detailed below. While this is not a comprehensive list, successful bidder is required to undertake a detailed study of the report requirements and the system should be able to configure easily and quickly new reports or context sensitive information that requires to be extracted out of the information elements stored in the system.

Generation of report will be: daily report, weekly report, fortnightly report, monthly report, quarterly report and yearly report. Report will be export in multiple formats like PDF, EXCEL, and WORD

Sample reports:

1. Service Delivery Submitted/ Pending/ Completed
2. Dashboard & Graphical representation of information
3. Any other report as and when required/desired by Director (PH) .

Specifications and Standards:

1. All equipments used should be compliant with ISI/BIS standards as and where applicable.
 2. All instruments installed across the centers have to calibrated and deemed fit for medical use. They should comply with ISO 13485/13488 standards (as and where applicable)
 3. Patient Safety Norms as per Industry Standards and best practices should be followed by the service provider.
 4. Bidder should make sure that there teleradiology and PACS setup should be compliant with the global/ EHR standard like HL-7, ICD, LOINC, DICOM, NDC, HIPAA to build patient e-health records, as and where applicable
 - HL-7: Data Exchange; MDDS and SNOMED-CT; ICD- International Codification of Diseases; LOINC- Logical Observation Identifiers names and Codes; DICOM: Digital Imaging in Medicine; DRG: Diagnosis Related Grouping; HIPAA: Privacy Standard
- W* • Selected bidder will manage teleradiology and PACS setup for entire project duration

चिकित्सा संस्थानों की सूची

S.no.	PMO Name	S.no.	PMO Name
1	Alwar	34	Phalodi (Jodhpur) CHC
2	Kalakua (Alwar)	35	Karauli
3	Beawar (Ajmer)	36	Hindon (Karauli)
4	Kekri (Ajmer)	37	Kuchaman City (Nagaur)
5	Kishangarh (Ajmer)	38	Nagaur
6	Nasirabad (Ajmer)	39	Deedwana(Nagaur)
7	Barmer	40	Ladnu (Nagaur)
8	Bharatpur	41	Pali
9	Bhilwara	42	Sojat (Pali)
10	Banswara	43	Pratapgarh
11	Baran	44	Rajsamand
12	Balotara (Barmer)	45	Nathdwara (Rajsamand)
13	Shahpura (Bhilwara)	46	Sawai Madhopur
14	Bundi	47	Gangapur city (Sawai Madhopur)
15	Chittorgarh	48	Sikar
16	Nimbaheda (Chittorgarh)	49	Ajitgarh (Sikar)
17	Churu	50	Neem ka thana (Sikar)
18	Ratangarh (Churu)	51	Sirohi
19	Sujangarh (Churu)	52	Tonk
20	Dausa	53	Salumbar (Udaipur)
21	Dholpur		
22	Badi (Dholpur)		
23	Sagwara (Dungarpur)		
24	Shri Ganganagar		
25	Hanumangarh		
26	Kotputali (Jaipur)		
27	Chaksu (Jaipur)		
28	Jaisalmer		
29	Jalore		
30	Jhunjhunu		
31	Nawalgarh (Jhunjhunu)		
32	Jhalrapatan (Jhalawar)		
33	Digadi Kalan (Jodhpur)		

62

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, herewith 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.
3. We are enclosing Bid Security Declaration form (Appendix H)
4. MD (RISL) processing fees Rs 1000/-. DD/ Banker Cheque no..... date favor to MD (RISL)
5. Affidavit attach with stamp of Rs 1000 by notary public Attested Declaration by Bidder
Appendix G
6. 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.
7. We agree to keep our offer valid for the period stipulated in your tender Enquiry / document.

Enclosures: (As per **Annexure-A**)

- 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 confirm
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.


Handwritten mark

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED WORK

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

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

Note: Attach extra sheet for above Performa if required.

Signature..... 

Name

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 (1 Chief radiologist and 15 radiologist):

Name	Post (Chief radiologist + radiologist)	Qualification (Degree /Diploma and Medical council Registration Certificate)	Experience (Similar Service)	Attach Degree/Diploma and Medical council Registration Certificate with page no.

use extra sheet if necessary

5. Registration. Nos. (for Bidder + consortium Both)
 - (a) EPF
 - (b) ESI
 - (c) GST
 - (d) PAN No.
 - (e) Audited Accounts Statement for past three financial years
 - (f) Copy of Income Tax Return for past three financial year
 - (g) Experience certificate of Bidder

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

Date:
Place:

Signature of Bidders
Name
Office Seal



APPENDIX –E

FINANCIAL BID

It should not be Uploaded With Technical bid

(To be submitted by all tenders / Bidders online only)

1. Name of the tender

2. Rate should be quoted both in words and figures:-

S.no.	Name of Report	Cost per Report (in Rs.) Exclusive GST	Total price (in Rs.)	Total Price (in words)
	(i)	(ii)	(iii)	(iv)
1	X-ray Special investigation viz. Barium studies , IVP, HSG etc.			

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Performa for Bank Guarantee

(It should not be uploaded with Technical bid.)

To
Director (PH)
Directorate Medical & Health Service,
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 (Herein after “the contract”) to provide x-ray reporting by teleradiology under outsource mode at 53 District/sub district/satellite hospitals .

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 aforesaid, without your need 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)
.....N
ame and designation of the officer.

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

ke

DECLARATION BY BIDDER

I / We agree that we shall keep our price valid for a period of Two 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.1000.00 stamp paper

Annexure - A**Forwarding Letter for Technical Bid**

(To be submitted by all tenderers/bidders on their letter head)

S.N	Document/Certificate Description	Yes/No	Details on page no.
1	Name of FIRM		
2	Certificate of Incorporation, Articles of Association & Memorandum of Association in-case of Companies & registration of partnership firm in-case of firms/any document proving Ownership of a proprietary firm		Attached copy on page no....
3	PAN card of the Company/firm/bidder		Attached copy on page no....
4	Certificate of Registration under GST		Attached copy on page no....
5	Certificate of registration with the Office of the Regional Provident Fund Commissioner		Attached copy on page no....
6	Certificate of registration with Employees "State Insurance Corporation"		Attached copy on page no....
7	Valid registration certificate/license with Labor Department under Contract Labor (Regulation & Abolition) Act, 1970		Attached copy on page no....
8	CA audited Statement for any of the consecutive 3 of the last 4 years		Attached copy on page no....
9	Copy of Income Tax Return for any of the consecutive 3 of the last 4 years		Attached copy on page no....
10	Annual Report, Balance Sheet, Profit and Loss statement for any of the consecutive 3 of the last 4 years.		Attached copy on page no....
11	The document such as work orders, performance reports, Agreement from the user institutions that the Bidder has relevant experience		Attached copy on page no....
12	Tender fee in Rs..... Shape of DD or banker's Cheque.		(Hard copy should be submitted within stipulated time frame) Scan copy attached on page no....
13	RISL fees in Rs..... Shape of DD or banker's Cheque.		(Hard copy should be submitted within stipulated time frame) Scan copy attached on page no....
14.	Forwarding letter for Technical Bid as per Performa given in Appendix A		(Hard copy should be submitted within stipulated time frame) Scan copy attached on page no....
15.	Bidders Authorization letter as per Performa given in Appendix B.		(Hard copy should be submitted within stipulated time frame) Scan copy attached on page no....
16.	Assignment of similar nature successfully completed work as per Performa given in Appendix C.		(Hard copy should be submitted within stipulated time frame) Scan copy attached on page no....
17.	Particulars of the Bidder's company as per Performa given in Appendix D.		(Hard copy should be submitted within stipulated time frame) Scan copy attached on page no....

18.	Financial Bid as per Performa given in Appendix E.		It should not be uploaded with Technical bid.
19.	Performa for Bank guarantee as per Performa given in Appendix F.		It should not be uploaded with Technical bid.
20.	Declaration by Bidder as per Performa given in Appendix G.		(Hard copy should be submitted within stipulated time frame) Scan copy attached on page no....
21.	Forwarding letter for Technical Bid-Enclosures Annexure A		(Hard copy should be submitted within stipulated time frame) Scan copy attached on page no....
22.	Bid Security Declaration form Appendix H		(Hard copy should be submitted within stipulated time frame) Scan copy attached on page no....
23.	Compliance with the code of integrity and no conflict of interest –Annexure B		Scan copy attached on page no....
24.	Declaration by the Bidder regarding qualification. Annexure C		Scan copy attached on page no....
25.	Grievance redressal during procurement process Annexure D		Scan copy attached on page no....
26.	Additional conditions of contract Annexure E		Scan copy attached on page no....

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

Company name and address of Tenderer.....

Signature of the Tenderer.....

Name of the signee.....

Designation of signee.....

Seal of the Tenderer.....

Note- Without page no in index it will not consider.

Be

Form of Bid-Security Declaration

(On Non Judicial Stamp Paper of Rs.50/-duly Notarized by Notary Public)

Bid No. :

To:

Director (PH)
Swasthya Bhawan, TilakMarg
C-Scheme, Jaipur (Rajasthan) Pin. 302005

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of the Bid, in the following cases, namely:-

When I/we withdraw or modify our bid after opening of bids;

- a) When I/we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- b) When I/we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- c) When I/we do not deposit the performance security within specified period after the supply/work order is placed; and
- d) If I/we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

I/We understand this Bid Securing Declaration shall expire if:-

- i. I/we are not the successful Bidder;
- ii. The execution of agreement for procurement and performance security is furnished by me/us in case I/we are successful bidder;
- iii. Thirty days after the expiration of my/our Bid.
- iv. The cancellation of the procurement process; or
- v. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate Seal -----

Annexure B : 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 anticompetitive 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.

(i) A bidder may be considered to be in conflict of interest with one or more parties in the 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 service that are the subject of the Bid; or (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Annexure C: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor 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 Entry;
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 : Signature of bidder

Place : Name :



Designation :

Address :

Annexure D :Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is M.D. NHM, Govt. of Rajasthan. The designation and address of the Second Appellate Authority is **Secretary M&H Department Govt. of 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 there under, 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 from the date of the appeal.

(3) 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 the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the 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.

(4) Appeals 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 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.

(5) Form of Appeals:-

Annexure D

(a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are 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, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing Appeal:-

(a) Fee for 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.

(7) Procedure for disposal of Appeal:-

(a) The first appellate authority or second appellate authority as the case may be, upon 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- (i) hear all the parties to appeal, present before him; and (ii) Peruse 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.

As

**FORM No. 1 [See rule 83 of RTPP]
Memorandum of Appeal under the Rajasthan
Transparency in Public Procurement Act, 2012**

Appeal Noof

Before the(First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented

by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
(Supported by an affidavit)

1. Prayer:

.....
.....

Place

Date

Appellant's Signature



Annexure E : Additional Conditions of Contract

1. Correction of arithmetical errors:

Provided that a Financial Bid is substantially responsive, the Procuring Entity will 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 an 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 that case the amount in figures shall prevail subject to (i) and (ii) above. If the Bidder who 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 Bid 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 service 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 prices 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. (i) In case of procurement of Goods or service, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order **as per RTTP Act**. 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.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.