



**REQUEST FOR QUALIFICATION (RFQ) cum REQUEST FOR PROPOSAL  
(RFP) BID DOCUMENT**

**SELECTION OF CT SCAN SERVICE PROVIDERS FOR SELECT LOCATIONS  
IN UTTAR PRADESH (Category 1)**

**PART I – Instructions to Bidders**

**Issue Date:** \_\_\_\_\_ **Number:** \_\_\_\_\_

RFP Reference: SPMU/NHM/Procure/CT Scan/2016-17/27/01

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**16<sup>th</sup> September 2016**

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## Glossary

S. No.	Item	Abbreviation Description or Definitions / Interpretations
1.	<b>AERB</b>	Atomic Energy Regulation Board
2.	<b>CMS</b>	Central Medical Superintendent
3.	<b>CT Scan</b>	Computed Tomography Scanner
4.	<b>DGMH</b>	Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh
5.	<b>DD</b>	Demand Draft
6.	<b>EMD</b>	Earnest Money Deposit or Bid Security
7.	<b>FD</b>	Fixed Deposit
8.	<b>MLC</b>	Medico Legal Cases
9.	<b>NHM</b>	National Health Mission
10.	<b>POA</b>	Power of Attorney
11.	<b>RFP</b>	Request for Proposal
12.	<b>RFQ</b>	Request for Qualification
13.	<b>RSO</b>	Radiation Safety Officer
14.	<b>Nodal Authority</b>	Mission Director, National Health Mission, Uttar Pradesh
15.	<b>Contract Signing Authority</b>	Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh
16.	<b>Paying Authority</b>	Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh
17.	<b>Arbitrator</b>	Dispute resolving Authority – Arbitrator Tribunal shall consist of Three Arbitrators.
18.	<b>Bidder</b>	A Sole Bidder or Principal Bidder in case of a Consortium

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## **RFP BID DOCUMENT FOR SELECTION OF CT SCAN SERVICE PROVIDERS**

### **1 RFP for Selection of CT Scan Service Providers for select locations in Uttar Pradesh**

#### **1.1 Disclaimer**

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

This RFP is not an agreement and is neither an offer nor invitation by the Nodal Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Nodal Authority in relation to the Projects. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Nodal Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Nodal Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

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

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

The issue of this RFP does not imply that the Nodal Authority is bound to select a Bidder or to appoint the Selected Bidder for the Projects and the Nodal Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Service Provider set forth in the Service Agreement or the Nodal Authority's rights to amend, alter, change, supplement or clarify the scope of work or the Project, to be awarded pursuant to this RFP. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Nodal Authority.

## 1.2 Notice Inviting Bid and Bid Data Sheet

**Mission Director, National Health Mission, Uttar Pradesh** hereinafter known as the Nodal Authority, invites RFQ cum RFP from eligible CT Scan Service Providers.

The bidders are being provided with this **Bid Data Sheet (BDS)** comprising of important, factual data on the bid.

S. No.	Description	Schedule
1.	Date of Sale of Bid documents - Opens	12/08/2016
2.	Website for download of Bid Documents	<a href="http://upnrhm.gov.in">http://upnrhm.gov.in</a>
3.	Cost of Bid Enquiry document	Cost of Bid Enquiry document will be non-refundable fee of Rs. 15,000/- (Rupees Fifteen Thousand Only), even if a bidder opts to apply for more than one cluster.
4.	Method of Selection	Least Cost (L1) for Bidders, who meet technical qualification criteria
5.	Pre-Bid meeting date and time	Completed on 24 Aug 2016 at 12:00 hours
6.	Pre-Bid meeting venue.	19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow
7.	Bid Submission date and time	07/10/2016 at 11 a.m.
8.	Time, date and venue of opening of Technical Bid	07/10/2016 at 3 p.m. at 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow
9.	Bid Clusters (Part of Scope of Work)	Total 5 clusters, covering 38 districts are open for bidding (cluster details are included in Appendix A). Bidder can bid for one or more Cluster.
10.	EMD (Earnest Money Deposit)	Cluster 1: Rs 7.60 lakhs Cluster 2: Rs 10.80 lakhs Cluster 3: Rs 7.60 lakhs Cluster 4: Rs 8.70 lakhs Cluster 5: Rs 6.50 lakhs  If a bidder opts to bid for more than one cluster, the bidder will need to furnish as EMD an amount equal to the arithmetic sum of EMD for each cluster that the bidder intends to bid for.
11.	Essential conditions of bidding	Bidders have the option to bid for one or more cluster(s). A bidder may be awarded more than one cluster if the bidder is qualified for undertaking multiple clusters. The Bidder will have to quote a single % discount rate for all the districts in a single cluster.
12.	Bid Parameter(s)	% discount up to 3 decimal points, on CGHS Delhi-NCR Circle, 2014 rates for NABL



S. No.	Description	Schedule
		investigations for procedures indicated in <b>Section 1.8.2</b>
13.	Performance Security	Cluster 1: Rs 2.70 crore Cluster 2: Rs 3.80 crore Cluster 3: Rs 2.70 crore Cluster 4: Rs 3.10 crore Cluster 5: Rs 2.30 crore  If a bidder wins more than one cluster, the bidder will need to furnish as Performance Security an amount equal to the arithmetic sum of Performance Security for each cluster that the bidder has won.

### 1.3 Structure of the RFP

This Request for Proposal (RFP) document issued by the **Nodal Authority – Mission Director, National Health Mission, Uttar Pradesh** for the Selection of CT Scan Service Providers, comprises of the following.

#### 1.3.1 Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:

- a) General instructions to Bidders for bidding process (Section 1.5)
- b) Bid evaluation process including the parameters for Bid Qualification, Technical responsiveness evaluation and financial evaluation to facilitate Nodal Authority in determining bidder's suitability as the Service Provider (Section 1.6)
- c) Service Provider appointment process (Section 1.7)
- d) Payment Terms (Section 1.9)
- e) Bid submission document formats (Appendix A, B, C, D, E, F, G & I)

#### 1.3.2 Delivery Requirements of the project. The contents of the document broadly cover the following areas:

- a) About the project and its objectives (Section 1.4)
- b) Scope of work for the Service Provider (Section 1.8)
- c) Service requirements for the Service Provider (Section 1.8)

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become Service Provider of the Nodal Authority.

*Note: A Draft Contract Agreement has been provided separately in **Part II – Draft Contract Agreement***

The bidders are expected to examine all Instructions, Forms, Terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a bid not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

## 1.4 Background Information

### 1.4.1 Basic Information

- a) Nodal Authority, **Mission Director, National Health Mission, Uttar Pradesh** invites responses (“Bids”) to this Request for Qualification & Request for Proposal (“RFP”) from Service Providers (“Bidders”) providing CT Scan Services for the:
- Provisioning of Space, CT Scanner and Associated Equipment,
  - Installation, commissioning and maintenance of CT Scan facility including CT Scanner and all Associated Equipment,
  - Operations and Management of CT Scan Services with skilled and unskilled manpower complying to AERB requirements and as per details of locations in **Appendix A**

Details are further described under **Sections 1.8** of this RFP document.

- b) Any contract that may result from this bidding process will be issued for a **term of 7 (seven) years** (“the Term”).
- The Nodal Authority reserves the right to extend the Term for a **period of 3 (three) years** on the same terms and conditions, or those mutually agreed between the Nodal Authority and Selected Bidder, subject to the Nodal Authority’s obligations at law.
- c) Bids must be received not later than time, date and at the venue mentioned in the Bid Data Sheet. Bids that are received late **WILL NOT** be considered in this procurement process.

### 1.4.2 Project Background

The levels of out of pocket expenditure that are incurred by people across the country on health care are a cause of concern. Expenditure of drugs and diagnostics constitutes a substantial proportion of such spending and this is a matter that needs to be addressed.

The Free Diagnostic Initiative, enabled through CT Scan Facilities, is intended to provide a set of essential diagnostics at various levels of care so that patients benefit by getting their tests conducted free of cost.

### 1.4.3 About the Nodal Authority – National Health Mission

NHM, National Health Mission launched in 2005 as NRHM (National Rural Health Mission) has six financing components:

- a) NRHM-RCH Flexipool,
- b) NUHM Flexipool,
- c) Flexible pool for Communicable disease,
- d) Flexible pool for Non communicable disease including Injury and Trauma,
- e) Infrastructure Maintenance and
- f) Family Welfare Central Sector component.

Within the broad national parameters and priorities, states have the flexibility to plan and implement state specific action plans. The state PIP includes the key strategies, activities undertaken, budgetary requirements and key health outputs and outcomes.

The State PIPs are an aggregate of the district/city health action plans, and include activities to be carried out at the state level. The state PIP also includes all the individual district/city plans. This has several advantages: first - it will strengthen local planning at the district/city level, second - it would ensure approval of adequate resources for high priority district action plans, and third - enable communication of approvals to the districts at the same time as to the state.

The State PIP is approved by the Union Secretary of Health & Family Welfare, based on appraisal by the National Programme Coordination Committee (NPCC), which is chaired by the Mission Director and includes representatives of the state, technical and programme divisions of the MoHFW, national technical assistance agencies providing support to the respective states, other departments of the MoHFW and other Ministries as appropriate.

## **1.5 Instructions to the Bidders**

### **1.5.1 General Instructions**

- 1.5.1.1** The bidder should prepare and submit its offer as per instructions given under this **Section 1.5**.
- 1.5.1.2** The bids shall be submitted along with hard copies of all documents. Those submitted by fax or by email with attachments shall not be considered.
- 1.5.1.3** The bids which are for only a portion of the components of the job /service shall not be accepted (the bids should be for all components of the job /service).
- 1.5.1.4** The discount quoted shall be firm and shall be quoted in the format as per attached **Appendix 'F'** only.
- 1.5.1.5** The bids (comprising of Technical and Financial) shall be submitted (with a Forwarding Letter as per **Appendix 'E'**) before the last date of submission. Late bids shall not be considered.
- 1.5.1.6** While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the services and systems needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- 1.5.1.7** All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Nodal Authority on the basis of this RFP.

1.5.1.8 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Nodal Authority. Any notification of preferred bidder status by the Nodal Authority shall not give rise to any enforceable rights by the Bidder. The Nodal Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Nodal Authority.

1.5.1.9 This RFP and its contents supersedes and replaces any previous public documentation & communications on this RFP and its process, and Bidders should place no reliance on such communications.

#### 1.5.1.10 Right to Terminate the Process

1.5.1.10.1 Nodal Authority may terminate the RFP process at any time and without assigning any reason. Nodal Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone.

1.5.1.10.2 This RFP does not constitute an offer by Nodal Authority. The bidder's participation in this process may result in selection of the bidder by the Nodal Authority towards execution of the contract.

### 1.5.2 Compliant Bids / Completeness of Response

1.5.2.1 Bidders are advised to study all Instructions, Forms, Terms, Requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

1.5.2.2 Failure to comply with the requirements of Section 1.5.2 may render the bid non-compliant and the bid may be rejected. Bidders must:

1.5.2.2.1 Include all documentation specified in this RFP;

1.5.2.2.2 Follow the format of this RFP and respond to each element in the order and form as set out in this RFP

1.5.2.2.3 Comply with all requirements as set out within this RFP.

### 1.5.3 Pre-Bid Meeting & Clarifications

1.5.3.1 The first version of RFP was published on 12 Aug. 2016 by Nodal Authority.

1.5.3.2 Later, Nodal Authority also conducted a pre-bid meeting with the prospective bidders on 24 Aug. 2016 at 12:00 hours, at 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow, Uttar Pradesh.

### 1.5.3.3 Responses to Pre-Bid Queries and Issue of Revised RFP

1.5.3.3.1 Basis the queries received from the bidders, the Nodal Authority is issuing a revised RFP on **16 September 2016**.

1.5.3.3.2 The revised RFP is posted on website <http://upnrhm.gov.in>

1.5.3.3.3 The bidders are advised to refer Revised RFP for preparation and submission of their bids.

1.5.3.3.4 In order to provide prospective Bidders reasonable time for taking the Revised RFP into account, Nodal Authority has revised the last date for the receipt of the Bids (as indicated in BDS Table S. No. 7)

## 1.5.4 Key Requirements of the Bid

### 1.5.4.1 RFP Document Fees

1.5.4.1.1 RFP document can be downloaded from <http://upnrhm.gov.in>.

1.5.4.1.2 The bidder will submit non-refundable fee of Rs 15,000 (Rupees Fifteen Thousand only) in the form of account payee Demand Draft, drawn on a scheduled bank in India, in favour of State Health Society, Uttar Pradesh payable at Lucknow. The demand draft of RFP document fees should be submitted along with bids.

1.5.4.1.3 Cost of RFP / Bid Enquiry document will be non-refundable fee of Rs. 15,000/- (Rupees Fifteen Thousand Only), even if a bidder opts to apply for more than one cluster.

### 1.5.4.2 Earnest Money Deposit (EMD)

1.5.4.2.1 Bidders shall submit, along with their Bids, EMD of following amount(s) based on the cluster they shall be bidding for. EMD should be in the form of a Fixed Deposit or Bank Guarantee (in the format specified in **Appendix G**) issued by any Nationalized/Scheduled Indian bank in favor of **State Health Society, Lucknow, Uttar Pradesh**.

- Cluster 1: Rs 7.60 lakhs
- Cluster 2: Rs 10.80 lakhs
- Cluster 3: Rs 7.60 lakhs
- Cluster 4: Rs 8.70 lakhs
- Cluster 5: Rs 6.50 lakhs

- If a bidder opts to bid for more than one cluster, the bidder will need to furnish as EMD an amount equal to the arithmetic sum of EMD for each cluster that the bidder intends to bid for.
- 1.5.4.2.2 It may be noted that no bidding entity is exempt from deposit of EMD along with its bid. Bids submitted by bidders without EMD shall be rejected.
- 1.5.4.2.3 The EMD of unsuccessful bidder will be returned to them without any interest, within 30 days after the signing of agreement with the successful bidder.
- 1.5.4.2.4 The EMD of the successful bidder will be returned without any interest, after receipt of its Performance Security as per the terms of the Contract.
- 1.5.4.2.5 EMD of a bidder may be forfeited without prejudice to other rights of the Nodal Authority, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid (Bid Validity Period indicated in Section 1.5.6.10) or if it comes to notice that the information /documents furnished in its bid 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 Nodal Authority, if it fails to furnish the required Performance Security within the specified period or fails to sign the contract in accordance with this RFP.

#### **1.5.4.3 Submission of Bids**

The bids shall be made in **TWO (2) SEPARATE SEALED ENVELOPES** as follows:

- 1.5.4.3.1 The two separate envelopes containing both Technical Bid (sealed) and the Financial Bid (sealed) shall be together put in a bigger envelope, which shall be sealed again and superscripted with **SPMU/NHM/Procure/CT Scan/2016-17/27/01**.
- 1.5.4.3.2 The **First Envelope** shall be marked in bold letter as "**TECHNICAL BID**" which shall be sent along with Forwarding Letter ("**Appendix E**") and shall include the following:
- 1.5.4.3.2.1 *Bid Cost Payment Receipt. Demand Draft towards the cost of bid document to be attached in case bid document has been downloaded from website <http://upnrhm.gov.in>.*
- 1.5.4.3.2.2 *Fixed Deposit / Bank Guarantee towards **EMD**.*
- 1.5.4.3.2.3 *Confirmation regarding furnishing **Performance Security** in case of award of contract.*
- 1.5.4.3.2.4 *Original bid document duly stamped and signed in each page along with the Forwarding Letter confirming performing the assignment as per "**Appendix E**".*
- 1.5.4.3.2.5 *Particulars of the bidder as per "**Appendix D**".*

- 1.5.4.3.2.6 *Copy of the Income Tax Returns Acknowledgement for last three (3) Financial Years.*
- 1.5.4.3.2.7 *Copy of Audited Accounts Statement for the last three (3) Financial Years.*
- 1.5.4.3.2.8 *Power of Attorney in favor of signatory to bid documents and signatory to Manufacturer's Authorization letter (as per Appendix B).*
- 1.5.4.3.2.9 *Copy of the certificate of registration of CST, VAT, EPF, ESI and Service Tax with the appropriate Authority valid as on date of submission of bid documents.*
- 1.5.4.3.2.10 *A duly notarized declaration from the bidder in the format given in the "Appendix H" to the effect that the firm has neither been declared as defaulter or black-listed by any Competent Authority of Government of India or Government of any State.*
- 1.5.4.3.2.11 *List of clusters that the bidder intends to bid for as per proforma given in "Appendix I".*

**In addition to the above documents,**

- 1.5.4.3.2.12 *The bid of the Authorized Agent shall include the Manufacturers Authorization Letter as per proforma given in "Appendix B".*
- 1.5.4.3.2.13 *The bid of others (i.e. those who are neither manufacturers nor authorized agents) shall include a statement of experience regarding similar services performed by them in last three years and user's certificate regarding satisfactory completion of such jobs as per proforma given in "Appendix C".*
- 1.5.4.3.3 The **Second Envelope** shall contain the financial bid and shall be marked in bold letters as "**FINANCIAL BID**". The discount quoted shall be firm and shall be quoted in the format as per attached **Appendix F** only.
- 1.5.4.3.4 The bidder's bid 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 bid.
- 1.5.4.3.5 In case of discrepancy in the quoted prices, the price written in words will be taken as final and valid.
- 1.5.4.3.6 Please Note that Prices should not be indicated in the Technical Bid but should only be indicated in the Financial Bid.
- 1.5.4.3.7 The outer (larger) envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".

- 1.5.4.3.8 All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- 1.5.4.3.9 The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the bid(s).
- 1.5.4.3.10 Cover page and Cover Letter of the bid shall be initialed and stamped by the person or persons who sign the bid.

#### **1.5.4.4 Bid Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by Nodal Authority to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Nodal Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **1.5.4.5 Language**

The Bid should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the bid documents / responses, the English translation shall govern.

#### **1.5.4.6 Late Bids**

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. Nodal Authority shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. Nodal Authority reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.



### **1.5.5 Evaluation Process**

- 1.5.5.1 Nodal Authority will constitute a Bid Evaluation Committee to evaluate the responses of the bidders.
- 1.5.5.2 The bids will be scrutinized by the Bid Evaluation Committee appointed by the Nodal Authority to determine whether they are complete and meet the essential and important requirements, conditions set out by this RFP and whether the bidder is eligible and qualified as per criteria laid down in the Bid Enquiry Documents. The bids, which do not meet the aforesaid requirements and/or do not provide requisite supporting documents / documentary evidence required to meet eligibility criteria are liable to be treated as non-responsive and may be ignored or rejected.
- 1.5.5.3 The decision of the Nodal Authority as to whether the bidder is eligible and qualified, and whether the bid is responsive, shall be final and binding on the bidders. No correspondence will be entertained outside the process of negotiation/ discussion with the Selection Committee.
- 1.5.5.4 The Evaluation will be carried out Cluster wise.
- 1.5.5.5 Financial bids of only those bidders, who qualify on technical qualification criteria, will be considered and opened.
- 1.5.5.6 The Bid Evaluation Committee may co-opt representatives of one or more relevant Departments Agencies/Entities as may be deemed necessary.
- 1.5.5.7 The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their bids.
- 1.5.5.8 The Bid Evaluation Committee reserves the right to reject any or all bids on the basis of any deviations.
- 1.5.5.9 Bid Opening**
- 1.5.5.9.1 The Bids submitted up to on or before stipulated date and time, as indicated in Bid Data Sheet S. No. 7, will be opened at 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow as per date and time indicated in Bid Data Sheet S.No. 8, by Selection Committee and/or Nodal Authority or any other Officer(s) authorized by Nodal Authority, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- 1.5.5.9.2 The representatives of the bidders should be advised to carry the identity card or a letter of authority from their respective bidding firms to identify their bonafides for attending the opening of the bids.

#### 1.5.5.10 Bid Validity

The bids shall remain valid for acceptance for 180 days from the date of opening of bids and the Contract will be valid for duration of 07 (seven) Years. The contract may be extended for another term of 03 (Three) Years based on review of performance and with mutual consent.

#### 1.5.5.11 Bid Scrutiny

1.5.5.11.1 Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Bids

- a) Are not submitted in as specified in the RFP document
- b) Received without the Letter of Authorization (Appendix B), Experience Certificate (Appendix C) and Affidavit (Appendix H)
- c) Are found with suppression of details
- d) With incomplete information, subjective, conditional offers and partial offers submitted
- e) Submitted without the documents requested, as set out **under Section 1.5**
- f) Have non-compliance with any of the clauses stipulated in the RFP
- g) With lesser validity period

1.5.5.11.2 All responsive Bids will be considered for further processing as below:

Nodal Authority will prepare a list of responsive bidders, who comply with all the Terms and Conditions of this bid. All eligible bids will be considered for further evaluation by a Selection Committee according to the Evaluation process defined in this RFP document. The decision of this Committee will be final in this regard.

1.5.5.11.3 **Evaluation for Eligibility:** The bids will be evaluated for Eligibility to bid based on documents submitted. The following documents will be examined:

1.5.5.11.3.1 *Bid Document Cost and EMD (Appendix G) – Non submission of these documents will lead to summary rejection of the bid and the bid will not be evaluated further.*

1.5.5.11.3.2 *Submission of Eligibility Documents with respect of Technical Eligibility requirement of operating **at least 2 (two) CT Scan Service Centers** or at least 6,000 Scans per annum.*

1.5.5.11.3.3 *Submission of cumulative Turnover requirements documents.*

*Non submission of Technical Eligibility documents and Turnover documents will lead to the rejection of the bids.*

#### 1.5.5.12 Infirmary / Non-Conformity

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

#### 1.5.5.13 Bid Clarification

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

## 1.6 Criteria for Evaluation

### 1.6.1 Technical Qualification Criteria

1.6.1.1 Minimum average turnover of the bidder during last three financial years, for each bid, has to be as indicated below:

- Cluster 1: Rs 7.60 crores
- Cluster 2: Rs 10.80 crores
- Cluster 3: Rs 7.60 crores
- Cluster 4: Rs 8.70 crores
- Cluster 5: Rs 6.50 crores

1.6.1.2 If a bidder opts to bid for more than one cluster, then its turnover must be more than or equal to the arithmetic sum of the average turnover required for the corresponding clusters.

1.6.1.3 50% of Average annual turnover during last three financial years should be from Radiology services. In case of a consortium, the principal bidder shall have an Average minimum turnover as specified in the Bid Data Sheet per annum in last three financial years, and 50% of Annual Turnover should be revenue from Radiology services.

1.6.1.4 The Bidder shall be a sole provider (Company including OPC /Society/Trust/LLP/Partnership) or a group of companies (**maximum 3 (three)**) coming together as Consortium to implement the Project. The Lead Member in case of Consortium should have at least 51% stake of the consortium and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Service Provider should be registered as a legal entity such as company registered under Companies Act, Partnership Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/ country. A bidder cannot bid as a sole provider as well as a partner in a consortium. In support of this, the bidder's letter shall be submitted as per proforma in **Appendix D**.

- 1.6.1.5 The eligible bidders will then be evaluated for compliance to the Job Descriptions and capability to execute the services if selected as per the Clinical Establishment Act Standards **[Medical Imaging Services (Diagnostic Centers) – Standard No. CEA/MIS-028]** as applicable to CT Scan Services. The Bidder shall have **experience of minimum three (3) years** in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per proforma in **Appendix 'C'**. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Nodal Authority as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
- 1.6.1.6 The Bidder shall have **at least 2 (two) CT Scan Service Centers** (with fully trained service personnel; proof of locations to be attached) and provide reports for a minimum of 6,000 radiology images per annum in one or more states or Union Territories of India
- 1.6.1.7 The Bidders are not presently blacklisted by the Nodal Authority or by any State Govt. or its organizations by Govt. of India or its organizations (Appendix H).
- 1.6.1.8 The bidder shall declare all ongoing litigations it is involved in with any Government Agency/ State/Central department (Appendix H).
- 1.6.1.9 The principal bidder shall be legally responsible and shall represent all consortium members, if any, in all legal matters.

### **1.6.2 Technically Responsive Bid(s)**

All bids meeting the criteria set out in **Section 1.6.1** shall be considered as Technically Responsive and eligible for Financial Bid opening.

### **1.6.3 Financial Bid Evaluation**

- 1.6.3.1 The Financial Bids of technically qualified/responsive bidders will be opened on the prescribed date in the presence of bidder representatives.
- 1.6.3.2 The Financial bid evaluation will be based on the relevant stated Bid parameters (Discount on CGHS Delhi-NCR Circle, 2014 rates for NABL investigations for procedures indicated in Section 1.8.2). Any conditional bid, deviating from the bid conditions, will be rejected.
- 1.6.3.3 The bidder offering the Lowest Rate per Procedure, that is maximum % discount up to 3 decimal points on CGHS Delhi-NCR Circle, 2014 rates (NABL investigations) for the cluster as per the bid parameter will be the selected L-1 bidder and shall be called for further process leading to the award of the Contract.

- 1.6.3.3.1 Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

## **1.7 Appointment of the Successful Bidder as Service Provider**

### **1.7.1 Award Criteria**

Nodal Authority will award the Contract to the successful bidder whose bid has been determined to be technically responsive and having the least cost Financial Bid as per the process outlined in this RFP.

### **1.7.2 Right to Accept Any Bid and To Reject Any or All Bid(s)**

Nodal Authority reserves the right to accept or reject any bid(s), and to annul the bidding process / Public procurement process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Nodal Authority action.

### **1.7.3 Notification of Award**

- 1.7.3.1 The Nodal Authority shall issue the Notice for Award or Letter of Intent/Award of the Contract to the successful bidder within the bid validity period.
- 1.7.3.2 The successful bidder will be required to sign and submit the contract (Part II – Draft Contract Agreement) unconditionally within 21 days of receipt of such communication.
- 1.7.3.3 The Letter of Award (LOA / LOI) will be issued by Mission Director, National Health Mission, Uttar Pradesh.
- 1.7.3.4 In case the bidding process / public procurement process has not been completed within the stipulated period, Nodal Authority, may like to request the bidders to extend the validity period of the bid.
- 1.7.3.5 The notification of award will constitute the formation of the Contract. Upon the successful bidder's furnishing of Performance Security, Nodal Authority will notify each unsuccessful bidder and return their EMD.

### **1.7.4 Modification to Contract**

The Contract when executed by both 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 both the parties.

### **1.7.5 Performance Security**

- 1.7.5.1 The successful bidder shall furnish a Performance Security in the shape of a **FDR/Bank Guarantee** issued by a Nationalized Bank/Scheduled Indian Bank in favor of **State Health Society, Uttar Pradesh, Lucknow** for an amount as specified in the **Bid Data Sheet's S. No. 13**. The Bank Guarantee shall be as per proforma at "**Appendix G**" and will remain in force up to and including 180 (One Hundred and Eighty) days after the period of contract validity. This shall be submitted within 21 days of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the Contract may be cancelled.
- 1.7.5.2 If the selected Bidder / Service Provider violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Nodal Authority and the contract may also be cancelled.
- 1.7.5.3 The Nodal Authority will release the Performance Security without any interest to the selected Bidder / Service Provider on successful completion of Contractual term and/or its obligations.

### **1.7.6 Signing of Contract**

- 1.7.6.1 After the Nodal Authority notifies the successful bidder that its bid response has been accepted, Nodal Authority shall enter into a contract, incorporating all clauses, pre-bid clarifications and the bid of the bidder between Nodal Authority and the successful bidder.
- 1.7.6.2 The Draft Legal Contact Agreement is provided as a separate document, and has been attached herewith this RFP bid document. (Part II – Draft Contract Agreement)
- 1.7.6.3 The individual Contracts will be signed between Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh.
- 1.7.6.4 The Implementing, Monitoring Authority and Payment Authority will be Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh.

### **1.7.7 Failure to Agree with the Terms and Conditions of the RFP and its Contract Agreement**

- 1.7.7.1 Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Nodal Authority may award the contract to the next technically responsive and most economical bidder (having next best least cost) or call for new bids from the interested bidders.

1.7.7.2 In such a case, the Nodal Authority shall invoke the Performance Security of the next most technically responsive and least cost bidder.

#### **1.7.8 Compliance of Minimum Wages Act and other Statutory Requirements**

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

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

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

#### **1.7.9 Income Tax Deduction at Source**

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

## 1.8 Scope of Work

### 1.8.1 General Project Overview

The Service Provider will provide the services as per the Clinical Establishment Act Standards for **Medical Imaging Services (Diagnostic Centers) - Standard No. CEA/MIS-028 as applicable to CT Scan Services. Standard Operating Procedures will be formulated in line with the standard.**

The Service Provider shall be responsible for operationalization of 16 slice Computed Tomography (CT) Scan facility at district level to offer CT scan services to the patients referred by corresponding District Hospital. Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider. The Service Provider will be responsible for the following services:

**Provisioning of Space, CT Scanner and associated equipment, Installation, commissioning and maintenance of CT Scan facility including CT Scanner and all associated equipment, Operations and Management of CT Scan Services with skilled and unskilled manpower complying to AERB requirements and as per details of locations in Appendix A**

Please note that an existing CT Scan Service Provider meeting the criteria specified in the Bid document can also bid for this assignment.

### 1.8.2 Work Description

The obligations of the Service Provider under this service contract shall include following service activities and commitments. The details of locations and type is given in **Appendix 'A'**.

**1.8.2.1** The Service Provider arranges for a space at its own cost within the Municipality Limits of the District and set up of CT Scan Center within a distance of 3 Km from the respective District Hospital. The Service Provider shall make complete arrangements (including procurement of 16 slice CT Scan machine) with compliance of AERB and Medical Imaging Standard No. CEA/ MIS – 028 to make the CT Scan Center operational. (Declaration for same needs to be submitted).

**1.8.2.1.1** The CT Scan Machine should not be more than 3-years-old or refurbished. The Service Provider should submit the following documents along with the bid: An Installation certificate of existing CT Scanner or Declaration that a new CT Scanner will be installed.

**1.8.2.1.2** A declaration that the AERB Certification will be done prior to start of the services for new centers.

**1.8.2.2** Alternatively, the Service Provider can tie up with an already existing CT scan facility near the hospital and make it operational as per the specifications of the machine (16 slice CT scan) and terms & conditions laid down in this contract.



- 1.8.2.3 CT Scan Services will be operational from Monday through Saturday, from 8 am to 6 pm, except on public holidays. In case of critical emergencies (throughout the year), the Service Provider shall ensure CT Scan Services at respective facility within 2 hours on call basis.
- 1.8.2.4 The Service Provider shall not be entitled to levy any charge on the patients. The services shall be provided completely cashless to all patients referred.
- 1.8.2.5 Copy of Reports and Scan Images**
- 1.8.2.5.1 The Service Provider shall submit the hard and soft copies of the report and images to the District Hospital within the stipulated time mentioned below after successful uploading of image within 45 minutes (which would be simultaneously viewed at the District Hospital as well as in the main console of the CT Scan Center):
- 1.8.2.5.1.1 *All Head injuries, trauma cases and cases declared as urgent by the referring Hospital within 2 hours.*
- 1.8.2.5.1.2 *All routine scans from 8 a.m. to 6 p.m. within 6 hours*
- 1.8.2.5.2 On a case by case basis, in order to address delays in submission of reports due to Internet Connectivity Issues, an additional margin of 10% might be provided for cases of such delays up to a maximum of 72 hours in a particular month.
- 1.8.2.5.3 The Service Provider shall be responsible for accuracy of test reports. Service Provider will be liable for any casualty/legal implication due to wrong diagnosis of the patient basis inaccuracy in the test report of the patient.
- 1.8.2.6 The Service Provider shall also ensure at its own cost, an IT enabled work station at the radiology department of the district hospitals where the images and soft copy of the report of the patient should reach within stipulated time. The Service Provider also needs to record patient details, test results and any defined MIS reports, in the CT Scan Monitoring System, on real time basis.
- 1.8.2.7 The human resources including radiologist, radiation safety officer, radiographer and staff nurses for the CT scan facility shall be sole responsibility of the Service Provider. Service Provider shall provide the signed report from qualified Radiologists having a Post Graduate Degree/Post Graduate Diploma in Radiology and imaging. Service Provider shall deploy adequately trained Radiologists, Radiographers and Paramedical staff to run the facility. The Service Provider should ensure that an Anesthesiologist is available on call basis at each center, in case any need arises
- 1.8.2.8 The staffing qualification and experience should be in line with the **Medical Imaging Services (Diagnostic Centers) - Standard No. CEA/MIS-028 as applicable to CT Scan Services**, which is mentioned below:

S. No.	Resource / Staff	Qualification	Remarks
1.	Radiologist	MCI recognized MD (Radiology)/DNB (Radiology)/DMRD	All reports must be signed by the Radiologist within TAT. A single radiologist should not be responsible for more than one Cluster.
2.	Anesthesiologist	MCI recognized MD (Anaesthesiology)/ MS (Anaesthesia)	Must be available on call basis at each center
3.	Radiation Safety Officer	RSO Level III	Safety requirements as per AERB guidelines should be followed.
4.	Radiographers/ Technicians	CT technician course from a recognized institute.	At least One Radiographers/ Technicians, One Staff Nurse and One Receptionist/Helper must be available at the center.
5.	Staff Nurse	GNM	
6.	Receptionist/Helper	10+2 pass	

**1.8.2.9** The Service Provider should have at least one Radiographers/ Technicians, one Staff Nurse and One Receptionist/Helper at the center during working hours. The Service Provider should ensure that an **Anesthesiologist** is available on call basis at each center, in case any need arises

**1.8.2.10** Tele Radiology is allowed but the Service Provider will have to ensure availability of human resources as per Section **1.8.2**.

**1.8.2.11** The Service Provider shall maintain CT Scanner and its associated Equipment at its own cost.

**1.8.2.12** The Service Provider shall able to carry out following list of Investigations/ procedures (at least) at their proposed facility:

- I. CT Head-Without Contrast
- II. CT Head- with Contrast (+/- CT angiography)
- III. C. T. Chest - without contrast (for lungs)
- IV. C. T. Scan Lower Abdomen (Incl. Pelvis) With Contrast
- V. C. T. Scan Lower Abdomen (Incl. Pelvis) Without Contrast
- VI. C. T. Scan Whole Abdomen without Contrast
- VII. C. T. Scan Whole Abdomen with Contrast
- VIII. Triple Phase CT abdomen
- IX. CT angiography abdomen/ Chest
- X. CT Enteroclysis
- XI. C. T. Scan Neck – Without Contrast
- XII. C. T. Scan Neck – With Contrast
- XIII. C. T. Scan Orbits - Without Contrast
- XIV. C. T. Scan Orbits - With Contrast
- XV. C. T. Scan of Para Nasal Sinuses- Without Contrast
- XVI. C. T. Scan of Para Nasal Sinuses - With Contrast
- XVII. C. T. Spine (Cervical, Dorsal, Lumbar, Sacral)–without contrast

- XVIII. CT Temporal bone – without contrast
- XIX. CT - Dental
- XX. C. T. Scan Limbs -Without Contrast
- XXI. C. T. Scan Limbs -With Contrast including CT angiography
- XXII. C.T. Guided intervention –FNAC
- XXIII. C.T. Guided Trucut Biopsy
- XXIV. C. T. Guided intervention -percutaneous catheter drainage / tube placement.

1.8.2.13 Also, the Service Provider shall constantly include the revised list of Investigations/ procedures in line with CGHS Delhi-NCR Circle list of investigations – (<http://msotransparent.nic.in/writereaddata/cghsdata/mainlinkfile/File979.pdf>).

1.8.2.14 The following tests can be scheduled once in a week:

- XXII. C.T. Guided intervention –FNAC
- XXIII. C.T. Guided Trucut Biopsy
- XXIV. C. T. Guided intervention -percutaneous catheter drainage / tube placement.

1.8.2.15 The Service Provider will have to equip their centre with lifesaving and monitoring equipment like de-fibrillators, monitors, ventilators etc. in compliance with Medical Imaging Standard No. CEA/ MIS – 028.

### 1.8.3 Service and Operations & Management Requirements

1.8.3.1 The CT Scan Machine should not be more than 3-years-old or refurbished. The Service Provider should submit the following documents along with the bid:

- 1.8.3.1.1 An Installation certificate of existing CT Scanner or Declaration that a new CT Scanner will be installed.
- 1.8.3.1.2 A declaration that the AERB Certification will be done prior to start of the services for new centers etc.

1.8.3.2 **Commissioning of services and Liquidated Damages:** The Service Provider shall commission the CT Scan Facilities for the cluster in three phases applicable from the day of signing of the contract by both parties.

1.8.3.2.1 Phase 1: Commissioning of 3 CT Scan Facilities in the cluster within 60 days from the day of signing of the contract by both parties.

1.8.3.2.2 Phase 2: Commissioning of Remaining 50% CT Scan Facilities in the cluster within 120 days from the day of signing of the contract by both parties.

1.8.3.2.3 Phase 3: Commissioning of Remainder of CT Scan Facilities in the cluster within 180 days from the day of signing of the contract by both parties.

- 1.8.3.2.4 In case of extension / renewal of the contract with the same Service Provider for an additional term, phase-wise commencement of operations shall not be valid.
- 1.8.3.2.5 The Liquidated Damage for non-commencement of services for each phase will be applicable at the rate of **Rs. 10,000 per day** per district. This will be recoverable from the Performance Security, and up to a maximum of 5% of the signed contract value (Maximum Value). Upon reaching the Maximum Value, this contract will be terminated as per termination procedure.
- 1.8.3.3 Software Up-gradation, Technology Up gradation and replacement of CT Tube:** The machine shall be suitably upgraded by the Service Provider under following conditions:
- 1.8.3.3.1 Review by a board appointed by Nodal Authority upon assessing the need for a software up-gradation. Such reviews should not be made in less than one year but should be made midway of the contract and before renewal of the contract.
- 1.8.3.3.2 If the Service Provider understands the requirement of the technology up-gradation for the best interest of the contract, then Service Provider can request for such technology up-gradation from the Nodal Authority and execute the up-gradation of the technology at its cost and based upon mutual consent.
- 1.8.3.3.3 Upon declaration of any national or international guideline accepted by the Government prohibiting the use of earlier (currently installed) technology.
- 1.8.3.3.4 The CT Tube has completed the required number of procedures as specified in the brochure of the CT Tube.
- 1.8.3.4** The Service Provider shall provide round the clock security services for the CT scan facility at its own cost for the entire period of contract.
- 1.8.3.5** The Service Provider shall provide a computer, with connection to the server, software to view the diagnosed images and its requisite peripherals at the District Hospital at its own cost. It will install a Medical Grade Monitor to View the Images and Reports.
- 1.8.3.6** Service Provider shall handover the softcopy of the images for MLC cases to the authority as per agreement with the state. Legal responsibility of correct reporting of images lies with the Service Provider.
- 1.8.3.7** The CT scan machine provided must be AERB type approved and it is the responsibility of the Service Provider to modify room layout of the installation site as per AERB guidelines and get license from AERB to run this CT scan machine. It is the responsibility of the Service Provider to employ Radiation Safety Officer (RSO) for every CT scan machine under their operation.

- 1.8.3.8 Service Provider shall ensure best quality of tests and protocols and shall submit a half yearly report of clinical audit done by a third party or as nominated by the authority.
- 1.8.3.9 An Annual Performance Review shall be carried out by the Nodal Authority based upon the feedback from CMO and Patients for the quality of services at respective facilities. The basis of the performance review for a Facility would be the working condition of equipment (CT Scan Machine and Associated Equipment, Lifesaving and Monitoring Equipment), availability of Human Resources and patient satisfaction. The report of this Annual Performance Review will be used as a circular of suggestive measures for Service Provider.
- 1.8.3.10 The Service Provider will have to maintain an uptime of 335 days in a year with maximum 12 days of downtime at a stretch and a total of 30 days in a year. The penalty would be levied basis the following two parameters i) Downtime, ii) TAT (Turn Around Time)
- 1.8.3.10.1 Downtime Penalty: The provider shall pay a sum equivalent to contracted cost per CT Scan (Head Non Contrast) multiplied by the total number of CT Scans done per day during the previous month multiplied by number of downtime days as penalty in the following cases:
- 1.8.3.10.1.1 *If the machine is down for more than 30 days in a year, for each additional day of CT Scanner not in operation.*
- 1.8.3.10.1.2 *In case the machine is out of order for 72 hours and Service Provider has not made any alternative arrangements, then for each additional days beyond 72 hours of CT Scanner not in operation.*
- 1.8.3.10.1.3 *If shutdown extends beyond 12 days due to technical and/or administrative reasons on the part of Service Provider, the contract may be cancelled.*
- 1.8.3.10.2 TAT Penalty:
- 1.8.3.10.2.1 *50% penalty should be deducted from next month's payment for cases where TAT was beyond specified limits.*
- 1.8.3.10.2.2 *On a case by case basis, in order to address delays in submission of reports due to Internet Connectivity Issues, an additional margin of 10% might be provided for cases of such delays up to a maximum of 72 hours in a particular month.*
- 1.8.3.11 The Paying Authority shall not pay the Service Provider any charges for any repeat tests resulting out of imaging errors. In case there is a requirement for Contrast CT after Plain CT scan has been performed, and this requirement has been confirmed by the Radiology Department at the District Hospital, then the Contrast CT scan shall be counted as a separate scan.

1.8.3.12 The following records shall be maintained on a daily basis by the Service Provider.

1.8.3.12.1 Daily patients register, recording details of patients' visits (patient name, address, contact number, in-time, services needed, and waiting time) for outside patients as well as for patients referred by District Hospital to be maintained. This logbook can be referred by Authority to audit the operations and investigate disputes, if any.

1.8.3.12.2 Daily report delivered register of referred patients for CMS verification.

1.8.3.12.3 Log book for record of any breakdown/shut down of the machine/facility.

1.8.3.13 The Service Provider may refer the test to another center in case of breakdown/shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred center.

1.8.3.14 The Service Provider shall take a third party insurance policy to cover the patients sent by the District Hospital against any mishap, inside the C.T. Scan facility and for consequences arising due to reporting error. Conforming to the provision of the consumer protection act shall be the sole and absolute responsibility/ liability of the Service Provider.

## 1.9 Payment Terms

1.9.1 The Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh will be the paying authority. CMS will verify the payment claims / invoices of the Service Provider.

1.9.1.1 The Service Provider will submit the invoice on monthly basis.

1.9.1.2 The Service Provider can submit the claims for verification duly accompanied by evidences of services provided, on fortnightly basis to CMS for verification purpose.

1.9.1.3 For every fortnightly verification, CMS can raise objection within 7 days of receipt and on 8th day the verification claim will be considered approved; in case no objection is raised by CMS.

1.9.1.4 In case of objection raised by CMS, the same will be resolved through the Log Book at the facility and referring Healthcare Facility office.

1.9.1.5 100% Payment will be made as per Invoice supported by Free Fee Receipts mentioning Patient Name WITH AUTHORITY DECIDED ID and Referral Doctor and Verified by the CMS.

1.9.1.6 Invoice Value will be as generated by the CT Scan Monitoring System MIS.

- 1.9.1.7 After verification of invoices / claims by CMS, the Authority will make the payment within 30 days of verification of the Invoices or after 30 days of resolution of dispute, whichever is later, for all invoices raised.
- 1.9.1.8 The payment will be subject to all Statutory Taxes, Tax Deducted at Source (TDS), as per Applicable taxes and laws.
- 1.9.2 The Service Provider hereby acknowledges and agrees that it is not entitled to any revision of the Payment Terms or other relief from the Nodal Authority except in accordance with the express provisions of this Agreement.
- 1.9.3 Penalties would apply on payments, as defined in this RFP document, due to non-conformance to the Service and Operations & Maintenance Requirements

## **1.10 Other Terms and Conditions of the RFP and Contract**

### **1.10.1 Downstream Work**

The Nodal Authority does not guarantee, support or state any the possibility of any downstream work arising of this contract. Downstream work and its procurement/bidding process strictly follows the Government of India defined Conflict of Interest clauses.

### **1.10.2 Fraud and Corrupt Practices**

- 1.10.2.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Nodal Authority shall reject a bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Nodal Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Nodal Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such bidder’s bid.

1.10.2.2 Without prejudice to the rights of the Nodal Authority under Clause above and the rights and remedies which the Nodal Authority may have under the LOI or the Agreement, if a Bidder, as the case may be, is found by the Nodal Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Service Provider shall not be eligible to participate in any Bid or RFP issued by the Nodal Authority during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Nodal Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

1.10.2.2.1 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

1.10.2.2.1.1 *“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Nodal Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Nodal Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Nodal Authority in relation to any matter concerning the Project;*

1.10.2.2.1.2 *“fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;*

1.10.2.2.1.3 *“coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;*

1.10.2.2.1.4 *“undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Nodal Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and*



1.10.2.2.1.5 *“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.*

## 1.11 Conflict of Interest

1.11.1 A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Nodal Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Nodal Authority for, inter alia, the time, cost and effort of the Nodal Authority including consideration of such Bidder’s bid, without prejudice to any other right or remedy that may be available to the Nodal Authority hereunder or otherwise.

1.11.2 The Nodal Authority requires that the Service Provider provides solutions which at all times hold the Nodal Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Nodal Authority.

1.11.3 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

1.11.3.1 the Bidder, its consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; *provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:*

1.11.3.1.1 where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

- 1.11.3.1.2 a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- 1.11.3.1.2.1 *a constituent of such Bidder is also a constituent of another Bidder; or*
- 1.11.3.1.2.2 *such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or*
- 1.11.3.1.2.3 *such Bidder has the same legal representative for purposes of this Application as any other Bidder; or*
- 1.11.3.1.2.4 *such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or*
- 1.11.3.1.2.5 *there is a conflict among this and other system and O&M services delivery assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Service Provider will depend on the circumstances of each case. While providing software services, maintenance support or related solutions to the Nodal Authority for this particular assignment, the Service Provider shall not take up any assignment that by its nature will result in conflict with the present assignment; or*
- 1.11.3.1.2.6 *A firm hired to provide CT Scan Services for the execution of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;*
- 1.11.3.2 A Bidder eventually appointed to implement CT Scan services and/or solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software services or solutions delivered to the Nodal Authority in continuation of this CT Scan implementation or to any subsequent CT Scan implementation executed for the Nodal Authority in accordance with the rules of the Nodal Authority.

## 1.12 Damages for Mishap/Injury

The Nodal Authority shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the Service Provider while performing duty. All liabilities, legal or monetary, arising in that eventuality shall be borne by the Service Provider.

## 1.13 Termination of Contract

1.13.1.1 The Nodal Authority may terminate the contract under following circumstances: If the successful bidder withdraws its bid 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 Nodal Authority will have the right to purchase the services from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The Earnest Money and the Performance Security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the Nodal Authority.

1.13.1.2 The following conditions will be treated as failure to fulfill the key contractual obligation:

1.13.1.2.1 Failure to follow Standard Operating Procedures (SOPs) for performing the tests.

1.13.1.2.2 Non-compliance to minimum essential standards for CT Scan Centers as per the Clinical Establishment Act Standards [**Medical Imaging Services (Diagnostic Centers) – Standard No. CEA/MIS-028**] as applicable to CT Scan Services.

1.13.1.2.3 Criminal Indictment and excess and/or forged billing to the Nodal Authority/ Paying Authority

1.13.1.2.4 Insolvency

1.13.1.2.5 Failure to commence the services even after reaching the maximum Liquidated Damages which is equal to the Performance Security amount.

1.13.1.3 The Service Provider will be served a notice of termination by the Nodal Authority and will be required to make corrections within 30 days failing which the services will be treated as Terminated.

1.13.1.4 In that event, the Nodal Authority will have the right to purchase the services from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The earnest money and the performance security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the Nodal Authority.

### 1.13.2 Arbitration

1.13.2.1 If dispute or difference of any kind shall arise between the Nodal Authority and the Service Provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

1.13.2.2 If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the Nodal Authority or the Service Provider 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 and the rules there under. Any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. Arbitral Tribunal shall consist of three Arbitrators. Each Party shall appoint one Arbitrator and both Arbitrator shall appoint Presiding 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 party appointing the outgoing Arbitrator, to act as the new Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor. The Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees 1 Lakh (Rs.1,00,000/-)

1.13.2.3 Work under the contract, notwithstanding the existence of any such dispute or difference, shall continue during arbitration proceedings and no payment due or payable by the Nodal Authority shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

1.13.2.4 Reference to arbitration shall be a condition precedent to any other action at law.

1.13.2.5 Venue of Arbitration: The venue of arbitration shall be Lucknow.

### **1.13.3 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 Lucknow 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.

## Appendix A: Names of Districts Where CT Scan Facilities and Services need to be provisioned

Cluster	S. No.	Name of Districts	No. of Outpatients* (2015)	No. of Inpatients* (2015)
1	1	Mathura	603,537	27,682
	2	Aligarh	919,799	58,054
	3	Etah	395,832	17,196
	4	Hathras	336,623	22,293
	5	Kasganj	-	-
	6	Auraiya	146,412	6,726
	7	Farrukhabad	261,438	22,876
2	8	Badaun	424,323	32,111
	9	Baghpat	194,709	5,521
	10	Gautam Budha Nagar (Noida)	442,995	18,993
	11	Hapur	-	-
	12	Amroha	224,688	8,202
	13	Bijnor	501,652	22,844
	14	Rampur	499,482	70,157
	15	Sambhal	-	-
	16	Muzzaffarnagar	588,623	89,181
	17	Shamli	-	-
3	18	Kaushambi	197,196	10,750
	19	Chitrakoot	131,985	8,997
	20	Hamirpur	273,699	31,266
	21	Mahoba	346,151	37,743
	22	Bhadohi	411,104	19,611
	23	Chandauli	314,368	14,743
	24	Ghazipur	328,659	26,628
4	25	Mau	38,871	8,903
	26	Sant Kabir Nagar	269,944	5,558
	27	Siddharthnagar	203,690	16,922
	28	Ambedkar Nagar	192,402	15,230
	29	Amethi	-	-
	30	Deoria	323,515	36,111
	31	Kushinagar	211,099	17,806
	32	Maharajganj	229,136	19,416
5	33	Pilibhit	409,340	43,503
	34	Shahjahanpur	456,405	32,961
	35	Balrampur	265,481	10,742
	36	Shravasti	96,391	6,462
	37	Lakhimpur Kheri	434,802	45,854
	38	Sitapur	628,653	92,378

\*Source - No. of outpatients and inpatients aggregated for district hospitals in corresponding districts of Uttar Pradesh in the year 2015.

## Appendix B: Manufacturers Authorization Letter

### MANUFACTURER'S AUTHORISATION LETTER (To be submitted by authorized agent on the letterhead of the Manufacturing Company)

To,  
The Mission Director  
National Health Mission  
19-A Vishal Complex, Vidhan Sabha Marg  
Lucknow-226001

Ref. Your Bid document No.-----, dated-----

Dear Sirs,

We, M/S ..... are the manufacturers of CT Scanners having factory at .....and hereby confirm that M/S .....having offices at.....are our authorized agents for sale and service of the CT Scanners being manufactured by us. We hereby certify that our agents have experienced service personnel to provide maintenance services for the CT Scans. We also agree to provide the spares for these equipment for 10 years from the supply of the CT Scans systems.

Yours faithfully,

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

[Name & Address of the Manufacturers]

#### Note:

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

## Appendix C: Experience Certificate

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

S/N	Clients Name & Address *	Date of award of Contract and date of end of contract	Description of services	No. of CT Scans done during the period**

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

\*\* Attach documentary evidences for the number of CT Scans done.

Note: Attach extra sheet for above Performa if required.

Signature.....

Name .....

**Appendix D: Bidder’s Information**

**PARTICULARS OF THE BIDDER’S COMPANY**

(To be submitted by all bidders)

1. Name
2. Registered Address
3. Phone/Fax/Mail id
4. Type of Organization: OPC./Partnership/Company/Consortium/Trust/ Not for Profit Organization
5. Service Centers in India (include location and address):

Location	Address

6. Number of service personnel:

Name	Qualification	Experience (Similar Services)

7. Whether the bidder has NABL/NABH/ISO or any other accreditation? (If yes, please attach documentary evidence of the same).
8. Registration. Nos (as applicable)
  - (a) EPF
  - (b) ESI
  - (c) Sales Tax
  - (d) VAT
  - (e) Service Tax
  - (f) PAN No.
9. Audited Accounts Statement for past three financial years
10. Copy of Income Tax Return for past three financial years
11. Experience certificate of Bidder regarding existing CT scan centers
12. Brief write-up about the firm / company. (use extra sheet if necessary)

Signature of Bidders

Date:

Name

Place:

Office Seal



## Appendix E: Forwarding Letter

(To be submitted by all bidders in their letterhead)

Date: .....

To  
The Mission Director, National Health Mission  
19-A Vishal Complex, Vidhan Sabha Marg  
Lucknow-226001

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

Dear Sir,

1. We are submitting, herewith our bid for providing CT Scan services for Clusters (....specify Clusters.....) in the State.
2. We are enclosing Receipt No..... or Demand Draft No....., Dated..... (amount ..... ) towards Bid cost / fee (if document has been downloaded from website) and FD / BG No..... Dated.....  
  
(Amount.....) towards Earnest Money Deposit (EMD), drawn on..... Bank in favor of **State Health Society, Lucknow, Uttar Pradesh.**
3. We agree to accept all the terms and condition stipulated in your Bid enquiry. We also agree to submit Performance Security as per **Section 1.7.5** of Bid Enquiry document.
4. We agree to keep our offer valid for the period stipulated in your Bid enquiry.

Enclosures:

- 1.
- 2.
- 3.

Signature of the Bidder.....

Seal of the Bidder.....

## Appendix F: Financial Bid

### Terms and conditions of the price offerings:

1. A single price needs to be quoted per cluster for all the Procedures Specified in the format.
2. Bidders quoting conditionals pricing or different prices for different procedures will be rejected straight way at the time of opening of the price bid.
3. CT-Scan with contrast will be paid as per CGHS Delhi-NCR Circle, 2014 rates for NABL investigations.
4. Any revision of CGHS Delhi-NCR Circle rates for NABL investigations, will be applicable one month after the revision, subject to approval from Nodal Authority. There will be no change in the discount % quoted at the time of signing the contract.
5. The CT Tube will be replaced after the CT Tube has completed the specified number of cycles (Specify the number of cycles of the CT Tube after which it will require replacements. Please submit manufacturers recommendations on letter head of the manufacturer)
6. Quote as per the PRICE SCHEDULE provided herein.

**PRICE SCHEDULE: Category 1 - Provisioning of Space, CT Scan and associated equipment, Installation, commissioning and maintenance of CT Scan facility including CT Scanner and all associated equipment, Operations and Management of CT Scan Services with skilled and unskilled manpower complying to AERB requirements and as per details of locations in Appendix A**

Name of the bidder:

Cluster	Name of Districts	% Discount Over CGHS Rate applicable for NABL Services	
		(in Figures)	(In Words)
Cluster 1	Mathura, Aligarh, Etah, Hathras, Kasganj, Auraiya, Farrukhabad		
Cluster 2	Badaun, Baghpat, Gautam Budh Nagar (Noida), Hapur, Amroha, Bijnor, Rampur, Sambhal, Muzaffarnagar, Shamli		
Cluster 3	Kaushambi, Chitrakoot, Hamirpur, Mahoba, Bhadohi, Chandauli, Ghazipur		
Cluster 4	Mau, Sant Kabir Nagar, Siddharthnagar, Ambedkar Nagar, Amethi, Deoria, Kushinagar, Maharajganj		
Cluster 5	Pilibhit, Shahjahanpur, Balrampur, Shravasti, Lakhimpur Kheri, Sitapur		

Signature of the Authorized Signatory

Name and Designation of the Authorized Signatory

## Appendix G: Proformas for Bank Guarantee for EMD and Performance Security

### **Format for Bank Guarantee for Earnest Money Deposit (EMD)**

*[To be issued by any Nationalized Bank or Indian Scheduled Commercial Bank]*

Whereas ..... (hereinafter called the "Bidder") has submitted their offer dated .....for the supply of .....(hereinafter called the "Bid") against Nodal Authority's Bid enquiry number .....

KNOW BY ALL MEN by these presents that WE .....of .....having registered office at ..... are bound unto .....(hereinafter called the "Nodal Authority") in the sum of .....for which payment will and truly to be made to the said Nodal Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with Common Seal of the said bank this .....day of .....20....

THE CONDITIONS OF THIS OBLIGATION ARE:

- 1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Nodal Authority during the period of its validity
  - a. Fails to furnish the performance security for the due performance of the contract.
  - b. Fails or refuses to accept/execute the contract.

We undertake to pay the Nodal Authority up to the above amount upon receipt of its first written demand, without the Nodal Authority having to substantiate its demand, provided that in the demand the Nodal Authority will note that amount claimed by it is due to its owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 30 (thirty) days after the period of Bid validity and any demand in respect of should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

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

**Format for Bank Guarantee for Performance Security**

*[To be issued by any Nationalized Bank or Indian Scheduled Commercial Bank]*

To,

The Governor of Uttar Pradesh

WHEREAS .....  
(Name and Address of the Service Provider) (hereinafter called "the Supplier") has undertaken , in pursuance of contract number .....dated.....to supply (description of goods or services) (hereinafter called "the contract").

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

AND WEHERAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you , on behalf of the supplier , up to a total of .....(amount of guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier 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 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 supplier before presenting us with the demand.

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

The guarantee shall be valid until the .....day of ....., 20....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

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

## Appendix H: Declaration by the Bidder

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

1. I, the undersigned, do hereby certify that all the statements made in our bid are true and correct.
2. The undersigned hereby certifies that neither our Company/Society/Trust/LLP/Partnership Firm M/s\_\_\_\_\_nor any of its directors/President/Chairperson/Trustee has abandoned any work for the Government of Uttar Pradesh or any other State Government during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that neither our Company/Society/Trust/LLP/Partnership Firm M/s\_\_\_\_\_nor any of its directors/ President/Chairperson/Trustee have been debarred/blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.
4. The undersigned further certifies that
  - a. Our Company/Society/Trust ..... has not been punished for any offence and/or
  - b. The Director/President/Chairman/Trustee/Partner of our Company/Society/Trust LLP/Partnership Firm.....has/has neither been convicted of any offence nor is/are any criminal case pending before any Competent Court.
  - c. We not have been found guilty and are not found to be involved in any pending /ongoing CBI Litigations.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Department of Medical, Health & Family Welfare, Government of Uttar Pradesh, to verify this statement or regarding my (our) competence and general reputation.
  - a. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Mission Director, National Health Mission, Uttar Pradesh
  - b. I / We ..... agree that we shall keep our price valid for a period of 180 DAYS (One hundred and eighty days) from the date of opening of the bid. I / We will abide by all the terms & conditions set forth in the Bid documents No. .... /

Signed by an authorized Officer of the Lead Bidder:

Title of Officer:

Name of Company/Society/Trust LLP/Partnership/Proprietorship Firm:

Date:

## Appendix I: List of Clusters interested in Bidding For

Name of the bidder:

Cluster	Name of Districts	Indicate with YES / NO which Cluster the bid is being placed for
Cluster 1	Mathura, Aligarh, Etah, Hathras, Kasganj, Auraiya, Farrukhabad	
Cluster 2	Badaun, Baghpat, Gautam Budh Nagar (Noida), Hapur, Amroha, Bijnor, Rampur, Sambhal, Muzzaffarnagar, Shamli	
Cluster 3	Kaushambi, Chitrakoot, Hamirpur, Mahoba, Bhadohi, Chandauli, Ghazipur	
Cluster 4	Mau, Sant Kabir Nagar, Siddharthnagar, Ambedkar Nagar, Amethi, Deoria, Kushinagar, Maharajganj	
Cluster 5	Pilibhit, Shahjahanpur, Balrampur, Shravasti, Lakhimpur Kheri, Sitapur	

Signature of the Authorized Signatory

Name and Designation of the Authorized Signatory