

**Safdarjung Hospital, New Delhi**

**TENDER NO. Safdarjung/Tender/Diagnostic Imaging Center/2017/2**

**DATED:12.10.2017**

**TENDER DOCUMENT**

**FOR**

**SETTING UP OF DIAGNOSTIC IMAGING CENTRE FACILITIES**

**TO**

**Safdarjung Hospital, New Delhi**

<b>DATE OF ISSUE OF UPLOAD OF DOCUMENT:</b>	<b>From 12.10.2017 TO 03.11.2017</b>
<b>DATE OF PRE-BID MEETING:</b>	<b>ON 24.10.2017 AT 2.30 P.M.</b>
<b>VENUE OF PRE-BID MEETING</b>	<b>5<sup>th</sup> Floor, CONFERENCE ROOM, Near M.S. OFFICE, SAFDARJUNG HOSPITAL, NEW DELHI</b>
<b>DATE &amp; TIME FOR SUBMISSION OF TENDER DOCUMENT:</b>	<b>ON 03.11.2017 AT 2.30 P.M.</b>
<b>DATE &amp; TIME FOR OPENING OF TENDER DOCUMENT:</b>	<b>ON 03.11.2017 AT 3.00 P.M.</b>
<b>VENUE OF BID SUBMISSION AND BID OPENING</b>	<b>HSCC (INDIA) LIMITED, E-6A, SECTOR-1, NOIDA, U.P. – 201301</b>

# SAFDARJUNG HOSPITAL & VMMC, NEW DELHI

GOVT OF INDIA  
MINISTRY OF HEALTH & FAMILY WELFARE

TENDER NO: Safdarjung/Tender/Diagnostic Imaging Centre /2017/2

Date: 12.10.2017

## **“NOTICE INVITING TENDER FOR OUTSOURCING OF RADIO-DIAGNOSIS IMAGING FACILITIES”**

Medical Superintendent, Safdarjung Hospital & VMMC, New Delhi under Ministry of Health & Family Welfare, Govt. of India through their Consultants HSCC (India) Ltd. invites **On-line bids** in single stage two bid system from reputed and experienced, **NABH (MIS) ACCREDITED Imaging Diagnostic SET-UPS FOR OUTSOURCING OF RADIO-DIAGNOSIS INVESTIGATION SERVICES** in **New Super-Specialty Block in Safdarjung Hospital, New Delhi**. Those who are in the similar business for the last five years and providing the same service to Central/ State Govt./Reputed Private Hospitals or autonomous bodies may send their bids online.

2. Complete Tender Document may be seen on the websites [www.tenderwizard.com/HSCC](http://www.tenderwizard.com/HSCC), [www.eprocure.gov.in](http://www.eprocure.gov.in), [www.hsccltd.co.in](http://www.hsccltd.co.in) from **12.10.2017 to 03.11.2017**.

3. The interested Companies /Firms /Agencies may send their bid complete in all respect along with **Earnest Money Deposit (EMD) of Rs. 5.00 Lakhs** in the form of FDR/Demand Draft/Bank Guarantee issued in favour of Medical Superintendent, Safdarjung Hospital New Delhi drawn on any scheduled bank payable at Delhi/Noida and other requisite documents duly superscripted “Bid for Tender No **Safdarjung/Tender/Diagnostic Imaging Centre/2017/2**” **on or before 2.30 P.M. on 03.11.2017**. The bids received after this deadline shall not be entertained under any circumstances whatsoever. In case of postal delay this Institute will not be responsible.

4. The sealed Bids in envelopes containing EMD are to be deposited in the tender box placed at **HSCC India Ltd., E -6A Sector 1 Noida, U.P.-201301** or may be sent through registered/ speed post addressed to HSCC India Ltd. , E -6A Sector 1 Noida – 201301.

5. Bids will be opened on **03.11.2017 at 3.00 P.M.** at **HSCC India Ltd. , E -6A Sector 1 Noida – 201301**, in the presence of bidders or their authorized representatives who wish to participate in the bidding process. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day. **The Contract will be awarded initially for a period of 07 (Seven) years, extendable for further two years on the same terms and conditions, on mutual consent of both parties and the satisfactory performance of the service provided or till the finalization of the centralized tender by Safdarjung Hospital/MOHEFW, Govt. of India).**

6. Any future clarification(s) and / or corrigendum(s) shall be communicated by the Administrative Officer through the website [www.tenderwizard.com/HSCC](http://www.tenderwizard.com/HSCC), [www.eprocure.gov.in](http://www.eprocure.gov.in), [www.hsccltd.co.in](http://www.hsccltd.co.in)

7. Medical Superintendent, Safdarjung Hospital, New Delhi reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Medical Superintendent, Safdarjung Hospital, New Delhi in this regard shall be final.

8. Prospective bidders are advised to regularly scan through HSCC E-tender portal [www.tenderwizard.com/HSCC](http://www.tenderwizard.com/HSCC), as corrigendum/modification/amendments, if any, will be notified on this portal only and no separate advertisement will be made for this.

Medical Superintendent,  
Safdarjung Hospital, New Delhi

## GENERAL CONDITIONS TO THE TENDERER (GIT)

1. **Please read the terms and conditions before filling the tender form.**
2. Bidder must assess business before participating in tender.
3. Firm should not be blacklisted/debarred from participating in tender by any Government institution.
4. The **Tender Form** for (**Annexure-1**) should be clearly filled and no column should be left blank.
5. Each paper of the tender document uploaded online must be signed by the tenderer with seal of Agency/Firm and pages numbered.
6. Bidder will be abiding by all the terms and conditions of tender document. An undertaking as per **Annexure-III** should be submitted in this regard.
7. PRICE BID OF ONLY THOSE TENDERERS WHO ARE FOUND TO BE QUALIFIED IN PREQUALIFICATION WILL BE OPENED. Date and time will be informed through website, e-mail and registered letter. Bidder wishing to present on the occasion may attend the same.
8. All the documents of the firm and details of Imaging Diagnostic Centre uploaded by the tenderer should bear the same name and address.
9. The bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.5.00 lakhs (Rupees Five Lakhs Only) in the form of Bank Guarantee/FDR/DD issued in favour of Medical Superintendent, Safdarjung Hospital New Delhi drawn on any scheduled/nationalized bank payable at Delhi/Noida. Original Earnest Money Deposit (EMD) should be put in the tender box placed at **HSCC India Ltd., E -6A Sector 1 Noida, U.P.-201301 upto 2.30 P.M. P.M. on 00.00.2017.**

The bid security will remain valid for a period of six months. Bid securities of the unsuccessful bidders will be returned to them at the earliest after the expiry of the final bid validity and latest on or before 30 days after the award of the contract. The EMD of successful bidder will be adjusted towards Performance security. No interest on EMD deposited will be charged by the bidder.

The tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the tenderers may be requested to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

**10.** Following information should be indicated on the envelope for original EMD and Undertaking (**Annexure-III**):-

- a. Closing date of tender.....time.....
- b. Tender for outsourcing of OPD Imaging Diagnostic Set-up/Diagnostic Imaging Set-up investigative services.
- c. Name of the Bidder/Firm.....

**11.** Bidder/Firm/should have NABL accreditation for five years, with experience in Diagnostic Imaging Set-up investigations of CT Scan, MRI, Digital Radiography, Digital Radiofluoroscopy, Digital Mobile X-Ray, Ultrasound & Colour Doppler etc. **Should also have DSIR registration for research.**

The successful bidder shall be required to furnish a performance security within 15 days of receipt of 'Letter of Offer' for an amount of Rs.25,00,000/- (Rupees twenty five lakhs) for 100- upto 300 beds and Rs 50,00,00/- (Rupees fifty lakhs) for above 300- 600 beds (as the Hospital will develop in a phased manner over a period of Two years), in the form of a Fixed Deposit Receipt/Bank guarantee/DD from a nationalized or commercial bank in favour of Medical Superintendent Safdarjung Hospital & VMMC, New Delhi. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security, shall adjusted towards performance security. No interest on the performance security deposited will be charged by the bidder/firm.

**12. No service charges will be given to the bidder/firm/Agency for providing Diagnostic Imaging Set-up services to the Hospital.**

**13.** Income Tax will be deducted as per Government Guidelines.

**14.** Possession certificate as per Annexure –V required to be signed by successful bidder.

**15.** Payment and accounting: See details in Annexure-II (General Conditions of Contract).

**16.** Profit sharing – See details in Annexure-II (General Conditions of Contract).

**PREQUALIFICATION BID (PART-1)**

**Documents required for prequalification bid**

1. Filled tender form (Annexure-1)
2. Earnest Money Deposit amounting to Rs.5.00 lakhs (Rs. Five Lakhs only) in the form of a Fixed Deposit Receipt/ Bank guarantee/DD from a nationalized/commercial bank in favour of Medical Superintendent, Safdarjung Hospital & VMMC, New Delhi in Original, Earnest Money Deposit (EMD), valid up to six months, should be put in the tender box placed at ..... upto .....PM on.....
3. Valid NABH (MIS) Accreditation certificate.
4. Valid DSIR Registration for research.
5. Latest/Current money receipt of accreditation Fee for Registration / Renewal.
6. PAN Card duly attested.
7. Income Tax Return for last three years.
8. Certified Copy of Audited Balance Sheet and Profit & Loss Accounts for the last three years ( 2014,2015,2016). **The bidder should have min. Turnover of Rs. 5.00 crores per year in the last 3 years.**
9. Registration Certificate of Diagnostic Imaging Set-up.
10. Undertaking on non-judicial stamp paper of Rs.100/- as per Annexure-III. **Original Undertaking should be put in the tender box placed at ....., upto.....P,M, on.....**
11. Partnership deed (in case of Partnership Firm) or copy of Memorandum of Association (in case of Company) along with authorization letter to sign/participate in the tender and also to deal with the Hospital Authorities after award of contract.

Date:

Place:

(Signature of Bidder)

Name:

Address:

Tel No.

**PRICE BID (PART-2) – To be uploaded online only**

1. Bidder should submit the price bid online only. Please note that if the price bid is submitted offline the bid would be rejected.
2. **The contract will be awarded to the bidder quoting the maximum / highest rebate on the total cost of all listed investigations on CGHS Delhi rate/lower rates for the tests mentioned in the bid document (Annexure IV). The firm should quote unit rates per test as per CGHS/lower for the tests indicated in the document (Annexure IV). Bids will be evaluated based on the average cost calculated based on the total unit cost of all tests divided by total no. of tests.**
3. The bidder has to submit the information in the following table format.

Bidder Name / Company Name	The firm should quote unit rates per test as per CGHS/lower for the tests indicated in the document (Annexure IV). Bids will be evaluated based on the average cost calculated based on the total unit cost of all tests divided by total no. of tests

Date:  
Place:

(Signature of bidder)  
Name  
Address  
Tel No.

**TENDER FORM FOR OUTSOURCING OF DIAGNOSTIC IMAGING SET-UP INVESTIGATION SERVICES**

1. Due date for Tender.....at.....hours.
2. Opening Time and Date of Tender.....at.....hours.
3. Name, Address of Bidder/Firm/ with Telephone Number.....
4. Registration Number of the Bidder/Firm
5. Name, Designation, Address and Telephone Number of the Authorised person of Bidder/Firm to deal with \_\_\_\_\_
6. Please specify as to whether, A \_\_\_\_\_ .B \_\_\_\_\_ is a sole proprietor/partnership/company. No. of Partners /Directors should be specified  
\_\_\_\_\_ C \_\_\_\_\_ D \_\_\_\_\_
7. PAN Income Tax Department:
8. Provident Fund Account No:
9. ESI No:
10. Licence No. under Contract Labour (R&A) Act:
11. Details of Earnest Money deposited:
  - A. Amount Rs.....( Rupees in words)
  - B. Fixed Deposit Receipt No/Bank guarantee No./DDNo:
  - C. Date of Issue;
  - D. Name of the issuing Authority:
12. Date of accreditation with NABL: For five (5) years till date.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions and instructions contained in the Tender Document and undertake myself/ourselves to abide by them.

**(SIGNATURE OF THE TENDERER)**  
**Name and Designation.....**  
**Address:.....**  
.....

## General Conditions of Contract

### ANNEXURE-II

1. Any person who is in Government service or an employee of the department should not be a partner to the contract by the bidder directly or indirectly in any manner whatsoever.
2. Report should be despatched within 24 hours. Every day and in case of any emergency investigations must be collected as and when informed telephonically round the clock. The contact number of the Bidder/Firm/Tenderer for this purpose shall have to be furnished in his tender. All the reagents/chemicals are to be received along with requisite requisition slips.  
**All consumables will be arranged by the service provider.**
3. **The firm should quote unit rates per test as per CGHS/lower for the tests indicated in the document. Bids will be evaluated based on the average cost calculated based on the total unit cost of all tests divided by total no. Of tests.**
4. Imaging Diagnostic Set-up is responsible for performing imaging of all OPD/IPD patients. Services to **CGHS** and BPL patients will be provided only if the required test is/ are not available in the institutional Diagnostic Imaging Set-up.
5. The service to BPL patients will be provided free of cost on the recommendation of Safdarjung Hospital.
6. **For CGHS patients, the firm will claim reimbursement from CGHS.**
7. The space for running the Diagnostic Imaging Set-up will be provided by the institute (Safdarjung Hospital, New Delhi) in the hospital premises. The furnishing of the Diagnostic Imaging Set-up will be done by the Bidder/Firm. The water and electricity bill will be paid by the Bidder/Firm.
8. Safdarjung Hospital, New Delhi will allow use of electricity and water for which service provider will pay consumption charges as per prevailing rules of energy supplier Service provider will apply for the installation of separate electric meter in its name and the installation charges for such a connection will be borne by the service provider. The service provider will make payment of energy consumed for the diagnostic facility directly to energy supplier as per rules.
9. The Diagnostic Imaging Set-up should be made fully operational maximum by 4 weeks (including furnishing, installation of equipments) as the hospital is going to function soon.
10. All the CGHS listed tests (as provided in **Annexure-IV**) have to be carried out in the provided Diagnostic Imaging Set-up premises of the institute. The performance of the Diagnostic Imaging Set-up will be under the supervision of the respective departments of Safdarjung Hospital, New Delhi.
11. The report should contain the name of respective Departments of Safdarjung Hospital, New Delhi.
12. The Diagnostic Imaging Set-up will have to send/deliver the reports within the suitable turnaround time. In emergency case reports may also be asked/communicated telephonically and to be followed by delivery of written reports, the reports shall have to be prepared in duplicate out of which one copy should be delivered to the patient and the second copy shall be kept as record in the Diagnostic Imaging Set-up.
13. The data generated through the Diagnostic Imaging Set-up covered in this contract will be the intellectual property of the institute (Safdarjung Hospital, New Delhi). All equipment will be connected with HIMS and PACS system available in the institute to have the facility of data/ report availability online, hence the equipment to be provided should HIMS and PACS compliant.
14. The disposal of the biomedical waste generated during imaging procedures in the hospital should be done as per State Pollution Control Committee and will be the responsibility of the Bidder.



15. **The firm must be running satisfactorily at least one NABH (MIS) accredited Diagnostic Imaging Set-up anywhere in India in the last 5 years.**
16. **Quality Control Data validation and Reporting for Diagnostic Imaging Set-up will be done by the Radiology Department Doctors of Safdarjung Hospital on monthly basis.**
17. **Getting all valid AERB and PNDT statutory approvals/registrations/certifications for all types of X-Ray related equipment and all Ultrasound machines to be installed will be the responsibility of the Bidder/Firm required to operate the equipment. Safdarjung Hospital will only provide necessary assistance required.**
18. **Staff deployed by the bidder/firm and their qualification will be verified by Safdarjung Hospital.**
19. The Imaging Diagnostic Set-up must continue to remain accredited during the term/tenure of the contract. If accreditation is cancelled during the contact period, his contract will also be cancelled without any notice.
20. **The Imaging Diagnostic Set-up in the Hospital must be NABH (MIS) accredited within one year of setting-up and continued to do so throughout the term of the contract.**
21. The Imaging Diagnostic Set-up will submit an undertaking that the charges quoted are not higher than they have quoted in any Government Hospital.
22. In every case in which by virtue of the provisions of the Workman's Compensation Act, the Government of India is obliged to pay compensation to such person employed by the bidder in execution of the work, the Institute/Government will be entitled to recover from the Imaging Diagnostic Set-up the amount of compensation so paid.
23. The Diagnostic Imaging Set-up shall indemnify the Department against all other damages/charges and expenses for which the Government may be held liable or pay on account of the negligence of the Diagnostic Imaging Set-up or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
24. **For Diagnostic Imaging Set-up the contract will be awarded initially for a period of Seven years extendable for further Three years on the same terms & conditions, on mutual consent of both the parties and satisfactory performance of the bidder.**
25. Medical Superintendent, Safdarjung Hospital, New Delhi (MS) or person authorised by MS, reserves the right to terminate the contract without assigning any reason by giving to the bidder one calendar months' notice, the contract shall come to an end without prejudice for any right of remedy that may be accrued to other party by reason of any incident which of any terms thereof. Such notice may be signed on behalf of Medical Superintendent, Safdarjung Hospital, New Delhi. **If after one month notice the firm does not vacate the premises of Safdarjung Hospital, penalty @Rs.50,000/- per day will be imposed on the firm.**
26. If any information documents furnished by Bidder are found to be incorrect/fake/forged at any time, the contract shall be terminated without any notice and the Performance Security will be forfeited.
27. In case the Imaging Diagnostic Set-up fails to commence/ execute the work as stipulated in the agreement or there is a breach of any terms and condition of the contract, Medical Superintendent (MS) or person authorised by MS, reserves the right to impose the penalty as detailed below:-
  - (i) 2% of the expected expenditure per week, up to 4 weeks.
  - (ii) After 4 weeks, Medical Superintendent, Safdarjung Hospital, New Delhi (MS) or person authorised by MS, reserves the right to cancel the contract and withhold the agreement and get this job carried out through other agencies. The defaulting bidder will be black listed and attract penal action as per clause stated in (i) above and difference if any, will be recovered from the bidder.

- (iii) The Performance Security deposited by the Agency will be forfeited.
- 28. The bidder/firm/tenderer shall quote directly. Bidding through partnership/consortium /sub-contracting is not allowed.**
29. The Imaging Diagnostic Set-up has to maintain all the relevant records, registers and documents are required by the Labour Department Regional Provident Fund Commission and Employees State Insurance Corporation or other local bodies/ Govt. bodies as per the existing rules or as amended from time to time.
30. In case of any violation of statutory provision under Labour laws /BMW rules or otherwise on behalf of the bidder, there will not be any liability on Hospital Authority.
31. In the event of any dispute arising in connection with the interpretation of any clause in the terms and condition of contract, agreement, or otherwise the matter shall be referred to the Medical Superintendent, Safdarjung Hospital, New Delhi.
- (i) If any complaint of misbehaviour and misconduct comes into the knowledge of the Medical Superintendent then all such responsibility shall be of the bidder. He will responsible to make good for the losses so suffered by the department. Smoking and consumption of alcohol will be strictly prohibited at the place of work.  
**Unauthorised financial transactions will be strictly prohibited at the place of work.**
32. That the Imaging Diagnostic Set-up will be responsible for any type of statutory/mandatory claims or penalties arising out of default in results of Investigation.
33. The department shall not be liable to provide any sort of accommodation to the staff or person deployed by the contractor and no cooking/lodging will be allowed in the premises of the Hospital at any time.
34. The Imaging Diagnostic Set-up shall for providing proper services, ensure the following:
- i) Daily worksheet is to be prepared which should tally with results, Missing report of investigation will have to be made available by Diagnostic Imaging Set-up at its own cost/effort within reasonable time without inconvenience to patient.
- (ii) That any specific task related to Diagnostic Imaging Investigations assigned by the Medical Superintendent, Safdarjung Hospital, New Delhi or any officer authorized by him is carried out by the bidder diligently and well in time.
- ii) That any dispute /difference arising out or relating to this contract including the interpretation of the terms will be resolved through discussion and if not so then the matter may be referred to the Medical Superintendent, Safdarjung Hospital, New Delhi.
- iii) The Diagnostic Imaging Diagnostic Set-up shall seek instruction from Medical Superintendent, Safdarjung Hospital, New Delhi or any other officer authorized by him for the purpose, hereinafter referred to as Authorised Officer.
- iv) The Diagnostic Imaging Diagnostic Set-up shall also be full responsible for any loss of materials and property etc. of the institute attributable to the negligence or failure in complying with the prescribed procedure. All such losses suffered by the Hospital/Institute on this are compensated in full by the Diagnostic Imaging Set-up.
- v) The Imaging Diagnostic Set-up shall submit the complete documents of the staff deployed for the work which will include Name, Age, Sex, Address, Qualification, Experience Certificate, Medical Fitness, recent photographs, duly attested by the Bidder.
- vi) **Staff of the bidder/firm will mark their attendance through biometrix system which will be arranged by the bidder/firm.**

- 35 The Hospital reserves the right to change the place of duty for conducting imaging procedures and also has the right to ask for replacement if a particular Staff is not found to be carrying out the functions satisfactorily. The agency will be bound to replace the same within the time period assigned by the Hospital authorities.
- 36 Only those bidders/firms will be considered qualified who can provide all the tests mentioned in the list. **In case any new test added later by the institute, their rates will be decided by Safdarjung Hospital administration.**
- 37 The Medical Superintendent, Safdarjung Hospital, New Delhi reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such eventuality, Medical Superintendent (M.S.), Safdarjung Hospital, New Delhi further reserves the right to get the work done through some other agencies. Radiology Diagnostic Set-up will be black listed in the department for a period of four years from participation in such type of tender & his earnest money/performance security may also be forfeited if so warranted.
- 38 Payment & accounting:
- a. Payments for OPD patients will be made directly by the patients.
  - b. Payments for IPD patients will be made at the end of the month by the institute.
  - c. Payment for BPL patients and institute CGHS beneficiaries will be made by the institute at the end of the month Or the tests will be performed by institute Diagnostic Imaging Set-up.
  - d. Payments will be collected by the Cashier of Safdarjung Hospital at the cash counter of Super-Specialty Block, Safdarjung Hospital, New Delhi through HIMS.
  - e. At the end of each month, bill will be cleared within seven days of submission by the service provider (vendor).
- 39 Payment to the service provider (vendor) will be made by the institute after deducting 5% of the net collection amount in favour of the institute as a profit in a PPP mode.
- 40 Tax will be paid to the vendor after showing the deposit receipt of the previous month.
- 41 All Equipment should be compatible with HIMS/LIS/LAN of the Institute.
- 42 Any additional tests which are added later, M.S., Safdarjung Hospital Administration will decide the appropriate rates as per CGHS/prevailing least medical rates.
- 43 All the bills to be verified by the Cashier/Accounts Deptt. Of Safdarjung Hospital only and respective deptt. Will have no financial and medico-legal implications therein.
- 44 Resolution of disputes
- a. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
  - b. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by **Medical Superintendent, Safdarjung Hospital, New Delhi**. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

- c. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- d. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

#### **44. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

#### **45. Withholding and Lien in respect of sums claimed**

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

### **LIABILITY OF BIDDER/FIRM/TENDERER**

1. The institute shall not be responsible financially or otherwise for any injury & accident to the deployed staff in the course of performing the duty.
2. The Diagnostic Imaging Set-up shall be liable to make alternate arrangements in case of the absence of any staff deployed for collection of samples. Similarly, the bidder shall have to make alternate arrangements in case of the weekly off. Short leave or meal relief will be permitted to the Diagnostic Imaging Set-up staff deployed when the bidder provides suitable substitute without any extra payment. The bidder has to keep sufficient number of leave reserves.
3. In the event of any breach/violation or contravention of any terms and conditions by the Imaging Diagnostic Set-up, the said performance security shall be forfeited.
4. The M.S., Safdarjung Hospital reserves the right to cancel/reject in full or part of the tender when tenderer does not fulfil the conditions stipulated in the documents.
5. Tenderer submitting a tender will accept all the terms and conditions of the tender.
6. Any act on the part of the tenderer to influence anybody in the institute is liable for rejection of his tender.
7. The bidder will have to arrange the Imaging Diagnostic Set-up Services as per the requirement of hospital authorities. The collection of samples will be strictly as per the guidelines of accreditation and direction of Hospital and relevant BMW rules.
8. The Imaging Diagnostic Set-up shall provide a non-judicial stamp paper of Rs.100/- for preparing a contract agreement and an undertaking as per the enclosed Performa.
9. The tenderer/ bidder will have to comply with all relevant rules / Acts including the provision of the Minimum Wages Act, 1948, the Contract Labour (R&A) Act, 1970 and other legal and statutory requirements, wherever applicable.
10. Every worker/Staff appointed by the bidder for collection of samples shall wear the prescribed uniform. The bidder will issue Identity Card and a badge bearing his/her name and designation to the worker, which the worker should wear while on duty. The said uniform, Identity Card and badge shall be provided by the contractor at his own cost. The colour of uniform will be decided by hospital authorities and will be intimated to the bidder at the time of assignment of order.
11. That the bidder staff shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission.
12. The bidder will not change any deputed worker during the contract without written information of the Hospital Authority.

13. The bidder will appoint a qualified PRO/Manager for coordination between the agency and the Hospital Authorities and should also deal with the public grievances on behalf of agency.
14. That the bidder staff shall work under overall supervision and direction of the MS/Hospital's Administration.
15. That the bidder shall also be responsible to provide all the benefits viz. P.F., ESI, Bonus, Gratuity, Leave etc., to eligible staff engaged by the Diagnostic Imaging Set-up as per relevant rules.
16. That the bidder will depute only those persons whose antecedents has been verified by the agency and police.
17. The Hospital Authorities shall have the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of his duties.
18. The bidder staff shall carry out such other duties in the event of fire or any other natural calamities.
19. The bidder shall not engage any Sub-contractor or transfer the contract to any other person in any manner.
20. Performance Evaluation:
  - (a) The Quality assurance of the Imaging Diagnostic Set-up Services should be ensured regularly as per requirements of NABH (MIS).
  - (b) The staff deployed for collection of samples & transportation will work under the Supervision of the Hospital Authority as per requirement.
  - (c) Appropriate records of all Investigations carried out shall be maintained by the bidder at his own cost and will be handed over to the institute at the end of every month.
21. Bidder will be fully responsible for any damage to the staff engaged by the bidder during duty hours, transportation of sample, reports or due to hazardous duty of the samples collection, transportation etc.
22. Bidder will deploy sufficiently trained staff with minimum Diploma in Radiography from reputed Govt. Recognized Institution with minimum 05 years experience of all modalities including CT Scan, MRI, Ultrasound, Digital X-Ray Machine etc. for Imaging Diagnostic services etc. The bidder will also provide stationary for carrying out these tests.
- 23. All the staff of the bidder working in the Labs. will report to the respective Doctors In-Charge of the Labs of Safdarjung Hospital, New Delhi.**
- 24. Attendance of bidder's staff will be on biometrics machine which will be arranged by the bidder.**

### **Penalty clause**

The bidder shall be bound to observe all the instructions issued by the institute concerning general discipline and behaviour. In case any person employed by the bidder is inefficient, quarrelsome, infirm and invalid or indulges in unlawful activities or the like, the bidder shall replace such person with a suitable substitute at the request of the department in light of the provisions referred above. In addition to above, penalties as detailed below can also be imposed on the bidder by the hospital authorities and will be recovered from the monthly bill of the contract period.

1. For misbehaving with patients, officers, staff of institute – Rs.5000/- per default.
2. For non-wearing of proper uniform, badge, ID card: Rs.1000/ per default.
3. For causing nuisance/damage to the hospital properties etc.- Three times the market value of such property or Rs.5000/- whichever is higher.
4. False report or deviation of report beyond acceptable limit as per standard practices- Rs.25,000/- on first instance and termination of contract subsequently and performance security will be forfeited.
5. For unauthorized financial transection -Rs.25,000/- on first instance and termination of contract subsequently and performance security will be forfeited.

### **Agreement**

Successful bidder shall submit Rs.100/- non-judicial stamp paper for preparing a contract agreement.

Date:

Place:

(Signature of bidder)

Name  
Address  
Tel. No.

**ANNEXURE-III**

**FORMAT OF UNDERTAKING FOR IMAGING DIAGNOSTIC SET-UP INVESTIGATIVE SERVICES**  
**(To be submitted on stamp paper of Rs.100/-)**

To

Medical Superintendent,  
Safdarjung Hospital,  
New Delhi.

1. I, the undersigned, certify that I have gone through all the terms and conditions mentioned in the tender documents and undertake to comply with them.
2. The rates quoted by me/us are valid and binding on me/us for acceptance for the entire period of contract.
3. I, the undersigned hereby bind myself to the Medical Superintendent, Safdarjung Hospital, New Delhi for outsourcing of OPD Imaging Diagnostic Set-up Investigative services at Medical Superintendent, Safdarjung Hospital, New Delhi during the period of contract.
4. Performance Security Money deposited by me/us viz,.....pledge in favour of                      Medical                      Superintendent,                      Safdarjung Hospital.....shall remain in custody of the Medical Superintendent, Safdarjung Hospital, .....and should remain valid for a period of 60 days beyond the date of completion of all contract obligations.
5. I, will be wholly responsible for outsourcing of Diagnostic Imaging Set-up Investigative Services of OPD&IPD patients, (except patients who are BPL card holders, CGHS beneficiaries and tests for student's academic purpose) at Medical Superintendent, Safdarjung Hospital,.....and will ensure deployment of adequate persons to provide efficient service.
6. There is no case/litigation pending against our Firm by any Govt. Agency regarding any services as on today. Further the Diagnostic Imaging Set-up has not been blacklisted by any Government agency/department. I/We also hereby certify that my/our Diagnostic Imaging Set-up has not been blacklisted in the past by any Govt./Pvt. Institution.
7. I shall abide by Minimum Wages Act, Contract Labour Act, PF, ESI, Bonus, and Gratuity as applicable from time to time of the workers employed for said services.



8. I shall responsible for health and injury caused to the staff while on duty and also for the behaviour and conduct of the staff while on duty in this hospital.
9. I shall abide all the rules under Biomedical Waste Management Rules as per State Pollution Control Board/committee.
10. Any damage to hospital property, if any, due to lapse on my part/my staff shall be recovered from me.
11. Should any lapse occur on my part or on my staff while discharging the services the hospital authorities may cancel my contract and award the work to another agency and the costs difference may be recovered from me and can forfeit performance security.
12. In the event of my breach/violation of terms and conditions, the Competent Authority is at liberty to terminate my contract and forfeit the performance security money deposited by me.
13. That the firm has not been blacklisted/debarred from participating in tender by any institution (Govt. Public).
14. The decision of Medical Superintendent, Safdarjung Hospital, New Delhi will be binding upon me.
15. The conditions herein contained shall form part of and shall be taken as included in the agreement itself.

**(SIGNATURE OF THE TENDERER WITH SEAL OF THE AGENCY)**

1. List of investigations for the Radiology Department Super Specialty Block (SSB), Safdarjung Hospital:

A. CT Scan

**HEAD AND NECK**

- I. Non- contrast CT Head.
- II. Contrast enhanced CT head.
- III. CT Cerebral Angiography.
- IV. CT Perfusion Head.
- V. CT Cisternography
- VI. HRCT temporal bone.
- VII. HRCT base of skull.
- VIII. Non Contrast CT Paranasal sinuses.
- IX. Contrast enhanced CT Paranasal sinuses.
- X. Non - Contrast and contrast CT Neck.
- XI. Carotid Angiography.
- XII. 4D CT for parathyroid.

**CHEST**

- I. Non Contrast CT Chest
- II. Contrast enhanced CT Chest
- III. HRCT Chest
- IV. CT Pulmonary angiography
- V. CT lung volumetry
- VI. CT virtual bronchoscopy
- VII. CT guided biopsy
- VIII. CT Coronary Angiography
- IX. CT Angiography thoracic aorta
- X. CT Calcium scoring

**ABDOMEN**

- I. Non Contrast CT Abdomen
- II. Contrast enhanced CT Abdomen
- III. Phasic CT study for liver.
- IV. CT Urography
- V. CT Angiography Abdomen
- VI. CT perfusion study Abdomen
- VII. CT abdomen virtual colonoscopy
- VIII. CT pelvimetry
- IX. Any other investigations required by user department

**B. Investigation to be carried out with 3 T MRI**

**HEAD AND NECK**

- I. Non- contrast MRI Brain.
- II. Contrast enhanced MRI Brain.
- III. MRI Brain Epilepsy Protocol.
- IV. MRI Stroke Protocol.
- V. MRI Pituitary Dynamic Contrast study
- VI. MRI Cisternography
- VII. MRI temporal bone.
- VIII. Non Contrast MRI Paranasal sinuses.
- IX. Contrast enhanced MRI Paranasal sinuses.
- X. Non – Contrast MRI Neck.
- XI. Contrast enhanced MRI Neck.
- XII. MRI Carotid and cerebral Angiography and venography
- XIII. MRI Diffusion Tensor Imaging
- XIV. MR Spectroscopy Brain
- XV. MR Perfusion study Brain
- XVI. MR Spine non contrast
- XVII. Screening Whole Spine.
- XVIII. MR Spine with Contrast
- XIX. MR Myelogram
- XX. Functional MRI
- XXI. MRI for salivary glands
- XXII. Any other investigation required by the user department

**CHEST**

- I. Non Contrast MRI Chest
- II. Contrast enhanced MRI Chest
- III. MRI angiography Aorta
- IV. MRI Coronary Angiography<sup>3</sup>
- V. MRI Pulmonary Angiography
- VI. MR myocardial Perfusion Study
- VII. MRI Breast Non Contrast
- VIII. MRI Breast Dynamic Contrast Study
- IX. MRI Spectroscopy Breast
- X. MR guided Breast Biopsy
- XI. Any other investigation required by the user department

**ABDOMEN**

- I. Non Contrast MR Upper Abdomen
- II. Contrast enhanced MR upper Abdomen
- III. MR Abdominal Angiography non contrast
- IV. MR Abdominal Angiography with contrast
- V. CT Angiography Abdomen

- VI. MR Renal Angiography
- VII. MR colonoscopy
- VIII. MR Enterography
- IX. MR Pelvis Non Contrast
- X. MR Pelvis with Contrast
- XI. MR Fetal
- XII. MR Defecogram without contrast
- XIII. MR Defecogram with Contrast
- XIV. MRCP
- XV. MR urogram.
- XVI. MR fistulogram.
- XVII. MR Venography Abdomen.
- XVIII. Any other investigation required by the user department

**MSK Imaging**

- MRI for small and large joints
- MR Arthrography plain and contrast

**C. Investigation to be carried out with Digital Flat Panel Radiography (all views of the mentioned parts)**

- I. X-ray:- Skull all views.
- II. X-ray:- Face & PNS all views.
- III. X-ray:- Neck all views.
- IV. X-ray:- Spine all views.
- V. X-ray:- Limbs and joints.
- VI. X-ray:- Abdomen & KUB.
- VII. X-ray:- Chest.
- VIII. X-ray:- Pelvis.
- IX. Any other investigation required by the user department

**D. Investigation to be carried out with Digital Radiofluoroscopy System**

All special investigations including IVP / barium studies / RGU and MCU requested by clinicians which need fluoroscopic guidance

**E. Investigation to be carried out with High End Colour Doppler System**

- I. Chest
- II. Abdomen – upper / lower / whole
- III. KUB
- IV. Breast
- V. Obst- routine / level II/ NT-Nb / Doppler
- VI. Pelvis including TVS
- VII. Neck
- VIII. Scrotum
- IX. Skull

- X. Soft tissue
- XI. MSK
- XII. USG guided FNAC/Biopsy and procedures.
- XIII. Doppler- carotid/ hepato-biliary / renal / obs / limbs / pelvis
- XIV. Contrast enhanced USG
- XV. Elastography

**F. Investigation to be carried out with Mid End Colour Doppler System**

- I. Chest
- II. Abdomen – upper / lower / whole
- III. KUB
- IV. Breast
- V. Obs- routine / level II/ NT-Nb / Doppler
- VI. Pelvis including TVS
- VII. Neck
- VIII. Scrotum
- IX. Skull including paediatric cases.
- X. Soft tissue
- XI. MSK
- XII. USG guided FNAC/Biopsy and procedures.
- XIII. Doppler- carotid/ hepato-biliary / renal / obs / limbs / pelvis
- XIV. Contrast enhanced USG
- XV. Elastography

**G. Investigation to be carried out with Portable Ultrasound with Color Doppler system**

- I. Chest
- II. Abdomen – upper / lower / whole
- III. KUB
- IV. Breast
- V. Obs- routine / level II/ NT-Nb / Doppler
- VI. Pelvis including TVS
- VII. Neck
- VIII. Scrotum
- IX. Skull
- X. Soft tissue
- XI. MSK
- XII. USG guided FNAC/Biopsy and procedures.
- XIII. Doppler- carotid/ hepato-biliary / renal / obs / limbs / pelvis

**H. Investigation to be carried out with Biplane DSA**

**Non-vascular:**

- I. Percutaneous nephrostomy
- II. Peructaneous Transhepatic Biliary Drainage
- III. Biliary stenting

- IV. Percutaneous cholecystostomy
- V. Percutaneous gastrostomy
- VI. Percutaneous ethanol injection / Percutaneous acetic acid injection (PAI) for liver HCCs/ metastases.
- VII. Radio-frequency Ablation (RFA) for small liver HCCs, liver mets, renal masses, lung masses etc
- VIII. Percutaneous thrombin injection for aneurysms/pseudo-aneurysms
- IX. Percutaneous Aspiration Injection Re-aspiration (PAIR) for hydatid
- X. Vertebroplasty/kyphoplasty
- XI. Lumbar Sympathetic nerve block
- XII. Celiac plexus/ hypogastric block for pain
- XIII. Trans-jugular liver biopsy (TJLB)
- XIV. Phlebosclectherapy for vascular malformations

**Vascular:**

- I. Diagnostic Angiographies
- II. Tran-arterial Chemotherapy (TAC), Tran-arterial Chemo-embolisation (TACE), for HCCs, liver metastases
- III. Central venous access
- IV. Permacath insertion
- V. Peripherally Inserted Central catheter(PICC) line
- VI. IVC filter placement
- VII. Angioplasty for peripheral arterial disease with or without stenting
- VIII. Renal artery stenting (hypertension management)
- IX. Aneurysm coiling/stenting
- X. AVM embolisation
- XI. Bronchial artery embolisation (BAE)
- XII. Uterine artery embolisation (UAE)
- XIII. Prostatic artery embolisation
- XIV. Pre-op embolisation for JNA
- XV. Pre-op embolisation for bone tumors
- XVI. Pre-op embolisation for other vascular tumors
- XVII. Pseudo-aneurysm management in pancreatitis
- XVIII. Dialysis fistuloplasty
- XIX. Glue embolisation procedures
- XX. Balloon-retrograde transverse obliteration (BRTO) for varices
- XXI. Trans-jugular intrahepatic portosystemic shunts (TIPS)
- XXII. Endovenous laser ablation for varicose veins (EVLA)
- XXIII. MAPCA embolisation
- XXIV. [Carotid artery stenting \(CAS\)](#)
- XXV. Stroke interventions (thrombectomy, intra-arterial thrombolysis)
- XXVI. Intracranial aneurysm coiling
- XXVII. AVM embolisation in brain and spine
- XXVIII. Trauma interventions including splenic artery embolisation, pseudo-aneurysm management, AVF management etc.

**I. Investigation to be carried out with BMD**

As specified

**J. Investigation to be carried out with Mobile DR System**

- I. X-ray:- Skull all views.
- II. X-ray:- Face & PNS all views.
- III. X-ray:- Neck all views.
- IV. X-ray:- Spine all views.
- V. X-ray:- Limbs and joints.
- VI. X-ray:- Abdomen & KUB.
- VII. X-ray:- Chest.
- VIII. X-ray:- Pelvis.

**List of minimum non medical staff for each equipment.**

**A. 256 Slice CT Scan**

Two radiographers / shift + one leave reserve

One nursing attendant per shift + one leave reserve

Two nurses / shift + one leave reserve

**B. 3 T MRI**

Two radiographers / shift + one leave reserve

One nursing attendant per shift + one leave reserve

Two nurses / shift + one leave reserve

**C. Digital Flat Panel Radiography**

One radiographer / shift + one leave reserve

One nursing attendant / shift + one leave reserve

**D. Digital Radiofluoroscopy system**

Two radiographers / shift + one leave reserve

One nursing attendant per shift + one leave reserve

Two nurses / shift + one leave reserve

**E. High End Colour Doppler System**

One nurse / shift + one leave reserve

One nursing attendant / shift + one leave reserve

**F. Mid End Colour Doppler System**

One nurse / shift + one leave reserve

One nursing attendant / shift + one leave reserve



**G. Portable ultrasound with color Doppler system**

Two nursing attendant per shift + one leave reserve

One nurse per shift plus one leave reserve

**H. Biplane DSA**

Two radiographers / shift + one leave reserve

One nursing attendant per shift + one leave reserve

Two nurses / shift + one leave reserve

**I. BMD**

One radiographer / shift + one leave reserve

One nursing attendant / shift + one leave reserve

**J. Mobile DR**

One radiographer / shift + one leave reserve

One nursing attendant / shift + one leave reserve

## ANNEXURE-V

**The list of Equipment required for the Radiology Department in Super Specialty Block, Safdarjung Hospital are as under:-**

i.	256 Slice CT Scan	Qty. 1 no.
ii.	3 T MRI	Qty. 1 no.
iii.	Digital Flat Panel Radiography (Dual Detector)	Qty. 2 no.
iv.	Digital Radiofluoroscopy System	Qty. 1 no.
v.	High End Colour Doppler System	Qty. 1no.
vi.	Mid End Colour Doppler System	Qty. 2no.
vii.	Portable Ultrasound with Colour Doppler System	Qty. 4 no.
viii.	Biplane DSA	Qty. 1no.
ix.	BMD	Qty. 1 no.
x.	Mobile DR System	Qty. 4 no.

Further, two qualified medical physicist, on clerk, two medical transcriptionists per modality are to be provided by the bidder to facilitate the rapid throughput patient reports.

**Possession Certificate**

Whereas it has been decided by the Medical Superintendent, Safdarjung Hospital & VMMC, New Delhi vide Order No. \_\_\_\_\_ that a Diagnostic Centre would be set up in the Safdarjung Hospital & VMMC, New Delhi premises under Public Private Partnerships by \_\_\_\_\_ of \_\_\_\_\_ (service provider) to provide Standard Diagnostic Services in accordance with the Agreement executed on \_\_\_\_\_ between the aforesaid service provider and SAFDARJUNG HOSPITAL.

Whereas in terms of the aforesaid Agreement executed, Safdarjung Hospital & VMMC, New Delhi is required to provide adequate rent free space to the above service provider to set up the Diagnostic centre.

Whereas the cover space in total area of \_\_\_\_\_ square feet as indicated in the enclosed site map, within the premises of \_\_\_\_\_ Safdarjung Hospital & VMMC, New Delhi has been identified as the project site in respect of the **Diagnostic Imaging Centre** referred to above.

Now in keeping with the Agreement aforesaid, the right of occupancy of the space, details of which are indicated in the site map is hereby handed over to \_\_\_\_\_ (service provider) on the following terms and conditions.

1. The ownership of the project site remains with the Safdarjung Hospital & VMMC, New Delhi and the private sector partner shall have only occupancy right to the project site for running Imaging Diagnostic Centre till such date as the agreement executed between Safdarjung Hospital & VMMC, New Delhi and service provider shall remain valid.
2. No encumbrance of any nature shall be created in the project site.
3. The occupant shall not do anything, which would be prejudicial to the soundness and safety of the property or reduce the value thereof.
4. The occupant shall not sell, transfer or rent out this project site for any purpose whatsoever and this site will be used exclusively for Diagnostic Centre by the service provider.
5. The occupant shall in respect to the said project site be subject to the provisions of the said agreement and shall comply strictly with the covenants, conditions and restrictions set forth in the agreement with Safdarjung Hospital & VMMC, New Delhi.
6. The occupant shall vacate the project site in the event of the termination of the agreement or at the end of 5 years whichever is earlier.

(Signature)

Date:

Medical Superintendent,  
Safdarjung Hospital & VMMC, New Delhi

Received the possession of the above mentioned project site on this day of \_\_\_\_\_ and solemnly declare that I shall abide by all the terms and conditions of the agreement as well as the terms mentioned in this certificate.

(Signature of service provider )

Date:

Name of the service provider:

Address:

