

**TENDER DOCUMENT FOR  
PROVIDING SPECIALIZED DIAGNOSTIC SERVICES-CT SCAN  
ON PPP BASIS IN VARIOUS MEDICAL COLLEGES OF THE  
STATE OF HIMACHAL PRADESH**

# Contents

<b>NOTICE INVITING TENDER</b> .....	3
<b>SECTION I – DATA SHEET</b> .....	4
<b>SECTION II - PREAMBLE</b>	
1. Context.....	6
2. Definitions and Abbreviations.....	6
3. Purpose of this Tender Document.....	8
4. Scope of services under the contract.....	8
<b>SECTION III – INSTRUCTIONS TO BIDDERS</b>	
5. Eligibility of bidders .....	12
6. Grounds for Rejecting the Bid.....	12
7. Clarifications and Pre-Bid Meeting .....	15
8. Amendments to the Tender Documents .....	17
9. Preparation of Bids.....	188
10. Bid Submission.....	1919
11. Evaluation of Bids and Selection of Successful Bidder.....	22
12. Execution of Contract.....	23
13. Rights of the Director Medical Education & Research .....	25
14. General.....	25
<b>SECTION IV – ANNEXURES</b> .....	27

**DIRECTORATE OF MEDICAL EDUCATION & RESEARCH,  
HIMACHAL PRADESH SHIMLA-9**

No.HFW(ME)(G)(2)-2(Store Purchase Gen)-2019

Dated Shimla-9, the

**NOTICE INVITING TENDER**

1. The Director Medical Education, Government of Himachal Pradesh invites sealed tenders from eligible & qualified bidders (as per terms of the tender) for providing specialized diagnostic services- CT Scan on Public Private Partnership (PPP) basis for following locations:-

Sr. No.	Name of Location
1	Trauma Centre IGMC Shimla
2	Dr. RPGMC Kangra at Tanda
3	Dr. YSPGMC Nahan
4	Dr. RKGMC Hamirpur
5	SLBSGMC Mandi at Nerchowk
6	Pt. JLNGMC Chamba

2. The tender document may be downloaded from website [www.hphealth.nic.in](http://www.hphealth.nic.in) or <https://hptenders.gov.in> or [www.hp.gov.in/hpdmer](http://www.hp.gov.in/hpdmer) or may be obtained in person from the office of Director Medical Education on any working day between 10.30 AM to 04.30PM w.e.f. 14.06.2019 to 04.07.2019 against the payment of Rs. 1000/- in shape of DD in favour of Director Medical Education & Research, HP.
3. The various timelines as regarding the tender process are a part of tender document itself. However, the last date of submission of bids is 04.07.2019 up to 02:00 PM and any bid not received on or before scheduled date and time will not be accepted.
4. Each prospective bidder shall submit their bid, complete in all respects as per terms of this tender, on the e-tender portal specified by the State Government i.e. <https://hptenders.gov.in> as per the guidelines specified in this tender document and the instructions available on the said e-tender portal.
5. Any communication regarding the tender shall be made only and only on the address & contact details mentioned below.
6. The undersigned reserves the right to accept or reject any bid without assigning any reason thereof.

Director Medical Education & Research  
Block No. 18-B, SDA Complex,  
Kasumpati, Shimla-9  
Himachal Pradesh  
Contact Number: 01772620733  
Email: [directorateme@yahoo.in](mailto:directorateme@yahoo.in)

## SECTION I – DATA SHEET

<b>Project title</b>	<b>PROVIDING SPECIALIZED DIAGNOSTIC SERVICES-CT SCAN ON PPP BASIS IN VARIOUS MEDICAL COLLEGES OF THE STATE OF HIMACHAL PRADESH</b>
<b>Objectives of the project</b>	The objective of the project is providing state of art CT Scan services to patients visiting tertiary care health centre in the State of Himachal Pradesh on a PPP basis.
<b>Submissions required</b>	<b>Qualification Bid:</b> Formats Qual-1 to Qual-8 as per Clause 10.1.1 of Section III of the Tender Document.  <b>Financial Bid:</b> Form Fin-1 as per Clause 10.2 of Section III of the Tender Document.
<b>Pre-bid conference</b>	No
<b>Contact details for all queries</b>	Name: RakeshKorla  Designation: Joint Director  Address:O/o Director Medical Education & Research Block No. 18-B, SDA Complex, Kasumptati, Shimla-9 Himachal Pradesh Contact Number: 01772620733, 0177 2629918 Email: <a href="mailto:directorateme@yahoo.in">directorateme@yahoo.in</a>
<b>Language of bid</b>	English
<b>Currency of bid</b>	Indian National Rupees (INR)
<b>Eligibility to bid</b>	For the purpose of this Tender Document, eligible Bidders shall mean a company which fulfills the eligibility criteria are as per clause 5 of the Section III of the tender document.
<b>Contract period</b>	Term of contract will be for ten year and may be extended on year to year basis as per performance.
<b>Validity of the bids</b>	180 days from last date for submission of the bid documents, excluding the last date of submission.
<b>Address for bid submission</b>	<a href="https://hptenders.gov.in">https://hptenders.gov.in</a>
<b>Important Dates:</b>	
<b>Date of release of</b>	14.06.2019

<b>Tender Document</b>	
<b>Last date of receiving queries</b>	21.06.2019
<b>Issue of Addendum / revised Tender Document (if required)</b>	On or before 26.06.2019 On the following website: <a href="http://www.hphealth.nic.in/">www.hphealth.nic.in/</a> , <a href="https://hptenders.gov.in">https://hptenders.gov.in</a> , <a href="http://www.hp.gov.in/hpdmer">www.hp.gov.in/hpdmer</a>
<b>Last date of bid submission</b>	04.07.2019 up to 2:00 PM
<b>Date and time of technical bid evaluation</b>	04.07.2019 from 3:00 PM onwards Venue: Conference Hall, Indira Gandhi Medical College, Shimla-1  Physical submission of EMD (Rs. 15.00 lakhs) in the shape of FDR as per clause (i) of 10.1.1 and Tender Document Cost (Rs. 1000/- in the shape of DD in favour of Director Medical Education & Research) by 2 PM on 04.07.2019 in the office of Director Medical Education & Research Block No. 18-B, SDA Complex, Kasumpti, Shimla-9 Himachal Pradesh.
<b>Date and time of Financial Bid opening</b>	09.07.2019 at 11:00AM Venue: Conference Hall, Indira Gandhi Medical College, Shimla-1
<b>Selection committee meeting</b>	11.07.2019 at 11.00AM Venue: Conference Hall, Indira Gandhi Medical College, Shimla-1
<b>Issue of Notice of Award (NOA)</b>	Within a week of selection subject to approval of State Level Store Purchase Committee
<b>Acceptance of Notice of Award</b>	On the same day of issuance of NOA by 05.00PM
<b>Signing of Contract</b>	Within 21 days of acceptance of Notice of Award.

## SECTION II - PREAMBLE

### 1. Context

1.1 The name of the project is “**Providing specialized diagnostic services- CT scan on PPP basis in various Medical Colleges of the State of Himachal Pradesh**”.

1.2 The Directorate of Medical Education & Research aims to provide state of art CT Scan facilities to the patients visiting tertiary care health institutions in the State of Himachal Pradesh while preserving the teaching and research opportunities in the various Medical Colleges of the State and intends to accomplish this objective by deploying CT Scan Machines in the following institutions on a Public Private Partnership (PPP) basis:-

Sr. No.	Name of Location
1	Trauma Centre IGMC Shimla
2	Dr. RPGMC Kangra at Tanda
3	Dr. YSPGMC Nahan
4	Dr. RKGMC Hamirpur
5	SLBSGMC Mandi at Nerchowk
6	Pt. JLNGMC Chamba

### 2. Definitions and Abbreviations

The following Definitions and abbreviations, which have been used in this tender document, shall have the meanings as indicated below:

#### 2.1 Definitions:

**Addendum or Addenda** means document issued in continuation or as modification or as clarification to certain points in the tender document. The bidders would need to consider the main document as well as any addenda issued subsequently for responding to the bid. Any addendum issued subsequently to the main document shall be binding on the prospective bidders, whether or not they convey their acceptance of the same.

**Bid** refers to the qualification and the financial bids submitted by an eligible bidder pursuant to the release of this Tender Document as per the provisions laid down in this Tender Document and any addenda, if issued subsequently.

**Bidder** shall mean any eligible company/firm which has submitted its bid in response to this Tender released by the State Government.

**Bid validity period** shall mean the period of 180 days from the bid due date (excluding the bid due date) for which bid shall remain valid.

**Consignee** means the Medical College to whom the services are required as specified in the Contract and this tender.

**Contract** shall mean the contract signed by the Director Medical Education & Research with the Selected Bidder.

**Days** mean and shall be interpreted as calendar days unless otherwise specified.

**Earnest Money Deposit (EMD)** means Bid Security/ monetary or financial guarantee to be furnished by a bidder along with its bid.

**Inspection** means activates such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

**Material Misrepresentation** shall mean an act of intentional hiding or fabrication of a material fact which, if known to the other party, could have terminated, or significantly altered the basis of a contract, deal, or transaction.

**Performance Security** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it

**Selected Bidder** shall mean the successful bidder which has been selected in the bid exercise and has agreed to the terms and conditions of the Tender Document and has signed the Contract with the Director Medical Education & Research.

**Services** means services allied and incidental to the supply of equipment for successful implementation of the project; and shall include transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the selected bidder covered under the contract.

**Specifications** mean the standard that prescribes the requirement with which goods or services have to conform.

**State Government** refers to the duly elected Government in the State in which the tender is issued.

**Successful Bidder** shall mean the bidder whose bid document is responsive, which has been pre-qualified and whose financial bid is the lowest among all the shortlisted and with whom the Director Medical Education & Research intends to select and sign the Contract for this Project.

**Tender Documents** refers to this Tender Document including all sections and all amendments, modifications issued by the Director Medical Education & Research by way of any addenda.

## 2.2 **Abbreviations:**

**NIT** means Notice Inviting Tender

**DME&R** means Director – Medical Education & Research, Government of Himachal Pradesh

**RKS** means Rogi Kalyan Samiti.

### **3. Purpose of this Tender Document**

- 3.1 The purpose of the tender document is to select the most competent and competitive company to provide the specialized diagnostic services under the project refer to in Clause 1 above and as detailed in clause 4 of this tender document.
- 3.2 The Director Medical Education hereby invites bids from interested & eligible companies to participate in the tendering process as per the terms, conditions and guidelines of the tender document.

### **4. Scope of services under the contract**

- 4.1 The selected bidder shall provide CT Scan Machines in the Medical Institutions as per detail below:-

Sr. No.	Name of Location	No. of Machines to be installed	Type of Machine
1	Trauma Centre IGMC Shimla	1	64 slice
2	Dr. RPGMC Kangra at Tanda	1	64 slice
3	Dr. YSPGMC Nahan	1	16 slice
4	Dr. RKGMC Hamirpur	1	16 slice
5	SLBSGMC Mandi at Nerchowk	1	16 slice
6	Pt. JLNGMC Chamba	1	16 slice

- 4.2 The machines that have to be installed as per clause 4.1 should be new and original and not recycled/refurbished and as per the specification laid down in Annexure C.
- 4.3 The installed machines must be connected to the institutional PACS system (if available) and all the generated data must be stored in the institutional server.
- 4.4 Acquisition protocol and scanning for each patient shall be devised and acquired by the consultants/residents/para-medical staff of the Department. The reporting shall also be done by the radiologist employed in the college. However, in event of non-availability of any competent radiologist for reporting, the selected bidder shall ensure reporting by a competent doctor without any additional cost.



- 4.5 Thesis and teaching cases including filming for educational purposes for MD Radio-diagnosis must be done on cost incurred basis subject to five exclusive hours per week apart from routine clinical training on the machine itself.
- 4.6 CT guided interventional procedures shall remain allowed to be performed for patient care.
- 4.7 Copyright of all archived cases and the images will be exclusively held by the Department of Radio-diagnosis of the concerned Institute for research purposes.
- 4.8 The Government shall reserve the right to install other CT Scan Machines in the same institution but the minimum number of scans assured shall be ensured.
- 4.9 All the equipment/peripherals installed in the Department will be maintained by the selected bidder. All the mandatory certifications & approvals of regulatory bodies required for installation & running of machines shall be procured by the selected bidder by himself/herself at his/her own cost.
- 4.10 The rates for CT Scans procedures shall be as per Annexure B. There will be 7% enhancement on rates which shall be allowed after 5 years, if the contract is renewed subject to satisfactory performance.
- 4.11 The responsibility of defects/deficiencies in reports, turnaround time as well as MLC to be of the college radiologists for those cases which are actually reported by them. The college faculty shall be responsible for the cases sent from the Government Colleges only and in case of private cases Tele radiology is allowed.
- 4.12 The selected vendor shall establish an IT based platform with comprehensive dashboard and will give access to college authorities and Director Medical Education & Research wherein details of all CT Scans conducted (whether referred from within the institution or outside including private cases) shall be visible.
- 4.13 The bidder will be identified on the basis of lowest percentage charges offered on the rates of CT Scan procedures as per Annexure B. The bidder must quote percentage of share on the rates of CT Scan procedures (as per Annexure B) for a single procedure that he/she is willing to charge.
- 4.14 The selected bidder has to make an arrangement for the collection of the charges from the patient for which adequate space shall be provided by the concerned institute. The bidder shall have to share all the information with the Government, DMER HP as well as the college authorities with regard to the procedures performed.
- 4.15 All taxes are to be paid by the selected bidder.
- 4.16 The downtime allowed for maintenance shall not exceed 5% per year thereby 95% uptime must be there. At a single stretch downtime should not be more than 72 hours and that too not frequently than once in every month. If the machine remains un-operational or out of order for more than the allowed downtime, the selected bidder shall

be liable for penalty @ Rs 5000 per day. Medical Superintendent of the concerned Medical College will keep the record of the downtime.

4.17 The space for installation of the machine and other facilities shall be provided for by the concerned institution for the installation of smooth operation of the CT facility as per space requirement norms laid down by the BARC/AERB Govt. of India. Necessary alternation required for CT scan is to be provided by the selected bidder himself/herself. The Department will assist in getting the required electrical connection; however, the payment to that effect and on recurrent electricity charges shall be the sole responsibility of the selected bidder.

4.18 All other expenses relating to the housekeeping, maintenance of equipment, fitting & fixtures required to maintain and operate the center, internal building maintenance expenses related to the area occupied by the CT Scan center will be borne by the selected bidder. In addition, the selected bidder will undertake all expenditure connected with the installation, operation & maintenance unless specifically stated to be borne by the Government.

4.19 In lieu of the space provided to the selected bidder, the bidder shall pay to the RKS of the concerned institution a monthly rent @Rs. 15.00 per Sq. Feet of area given.

The machines will be installed and operationalized within three months of signing the contract.

The machines will be installed as per the specifications mentioned in the contract and the Radiology department of the concerned college will certify that.

4.20 The selected bidder shall not sublet/assign the rights & obligations mentioned herein to any third party. In the event of the selected bidder transferring or assigning the same, the Director Medical Education & Research reserve the right to forthwith terminate the contract and take possession of the premises, equipment and patient & accounting records.

4.21 The selected bidder would ensure good medical practice and high ethical values towards the patients.

4.22 The concerned RKS shall bear the cost of CT Scans for any patient who is entitled for free treatment as per Government schemes or guidelines. The selected bidder shall submit a monthly bill to the RKS of the respective college by the second day of the following month indicating the total number of free patients scan performed on each day along with details of the patients and the nature of investigations carried out. The concerned hospital RKS shall reimburse the cost by the 15<sup>th</sup> day of the month following the month in which free services are provided.

4.23 The State Government, Director Medical Education & Research and the RogiKalyanSamiti of the Concerned Medical College or the persons/agencies authorized by them shall have the power and authority to inspect the

machine/premises/accounts/registers with a view to ensure smooth running of the CT Centre and provision of prompt services to the patients. The selected bidder shall ensure to keep all patient data confidential and shall not disclose the same to any person/agency, unless instructed otherwise by the Government of HP in writing or in furtherance of a direction from competent court of Law.

## SECTION III – INSTRUCTIONS TO BIDDERS

### 5. Eligibility of bidders

- 5.1 This invitation for bids is open to all organizations / corporate / consortium of not more than three persons / entities who fulfill the eligibility criteria as below:-
- i. The bidder should be registered private or public owned company, proprietorship, partnerships, trusts and societies under the respective acts in India.
  - ii. Have an average annual turnover of Rs. 5.00 crore in the previous three consecutive financial years in the field of diagnostic service centre.
  - iii. The tenderer should have the experience in the installation, operation and maintenance of CT Scan Machine(s) including satisfactory performance for the last five years.
  - iv. The bidder will have to submit the AERB license which is continuously valid for last three years including latest quality assurance certificate in r/o at least one of the centres being run by him.
  - v. The bidder should unconditionally accept the terms & conditions of this tender document.
  - vi. The bidder should have enclosed the EMD along with the bids for prescribed amount and in the prescribed form.
- 5.2 If any bidder fails to meet the minimum qualification criteria, its bid shall be summarily rejected.

### 6. Grounds for Rejecting the Bid

#### 6.1 Fraud and Corruption

- 6.1.1 Each Bidder and its officers, employees, agents and advisers shall observe the highest standards of ethics during the Bidding Process.
- 6.1.2 Without prejudice to the rights of the Director Medical Education & Research, if a Bidder is found by the Director Medical Education & Research to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice and / or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or bid process conducted by the State Government or any of the other ministries, departments, State owned enterprises or undertakings of the State Government or the Director Medical Education & Research for a period of three years from the date that such an event occurs.
- 6.1.3 For the purpose of this **Clause 6.1**, the following terms will have the meanings given to them below:
- a. **corrupt practice** means:

- (i) offering, giving, receiving or soliciting, directly or indirectly, any official of the State Government or the Director Medical Education & Research who is or has been associated in any manner, directly or indirectly, with the Bidding Processor has dealt with matters concerning the project or arising from it 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 State Government or the Director Medical Education & Research, will be deemed to constitute influencing the actions of a Person connected with the Bidding Process; or
- (ii) engaging in any manner whatsoever, whether during the Bidding Process before or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the project, the Bidding Process or the Contract, who at anytime has been or is a legal, financial or technical advisor of the State Government or the Director Medical Education & Research on any matter concerning the project.
- b. **Fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation.
- c. **Coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person.
- d. **undesirable practice** means:
  - (i) establishing contact with any person connected with or employed or engaged by the Director Medical Education & Research or its advisors with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
  - (ii) Having a Conflict of Interest (as defined in **Clause 6.2** below).
- e. **restrictive practice** means forming a cartel or arriving at any understanding or arrangement amongst Bidders with the objective of restricting or manipulating full and fair competition in the Bidding Process.

## 6.2 Conflict of Interest

- 6.2.1 A Bidder shall not have any conflict of interest (a **Conflict of Interest**) that affects the Bidding Process.
- 6.2.2 A Bidder that is found to have a Conflict of Interest shall be disqualified and the bid submitted shall become null and void.
- 6.2.3 A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - a. such Bidder or an Affiliate of such Bidder, is controlled by or is under common control with any other Bidder or any Affiliate thereof; provided that this disqualification shall not apply if:
    - (i) the person exercising Control is the Government of India, a State government, other government company or entity controlled by a government; or

- (ii) any direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 26 percent.
- b. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or
- c. such Bidder or its Affiliate has a relationship with another Bidder or such other Bidder's Affiliate, directly or through common third party or parties, that puts either or both of them in a position to have access to the others' information about, or to influence the Bid of either or each other.

### **6.3 Misrepresentation by the Bidder**

- 6.3.1 The Director Medical Education & Research shall have the right to reject any bid if:
  - a. at any time, a material misrepresentation is made by the Bidder; or
  - b. the Bidder does not provide, within the time specified by the Director Medical Education & Research, any additional information sought by the Director Medical Education & Research for the purposes of evaluating the Bid.
- 6.3.2 The Director Medical Education & Research has the right to reject any Bid if it is found that during the evaluation or at any time before signing the Contract or after its execution and during the period of subsistence thereof , the Bidder, in the opinion of the Director Medical Education & Research, has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet selected as the Successful Bidder by issuance of the Notice of Award (NOA). If the Bidder has already been issued the NOA or it has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by the Director Medical Education & Research to the Bidder, without the Director Medical Education & Research being liable in any manner whatsoever to the Bidder.

### **6.4 Other Grounds Declaring a Bid Ineligible**

- 6.4.1 If the bidder has:
  - a. been black-listed or been declared as ineligible to bid for Government projects, and such black-listing or bar subsists as on the last date of bid submission; or
  - b. failed to comply with the relevant Laws in force and such non-compliance continues as on the last date of bid submission; or
- 6.4.2 A Bid submitted by any such Company shall be rejected by the Director Medical Education & Research at any stage the Director Medical Education & Research acquires any such knowledge and undertakes its due cognizance.

### **6.5 Director Medical Education & Research's Right to Evaluate Eligibility**

- 6.5.1 The Director Medical Education & Research reserves the right to require a Bidder to submit documentary evidence, in the form and manner that the Director Medical Education & Research deems appropriate, to prove that it continues to satisfy the

Eligibility Criteria at anytime:

- a. after the last date of bid submission; or
  - b. prior to or after the issuance of the NOA or execution of the Contract, if such a Bidder is selected as the Successful Bidder.
- 6.5.2 The Director Medical Education & Research reserves the right to verify all statements, information and documents submitted by Bidders in response to the Tender Document. Any such verification or lack thereof by the Director Medical Education & Research will neither relieve the Bidders of their obligations or liabilities nor affect any rights of the Director Medical Education & Research under this Tender Document.
- 6.5.3 If the Director Medical Education & Research is of the opinion that the Bidder does not satisfy the Qualification Criteria, then the Director Medical Education & Research shall have the right to:
- a. disqualify the Bidder and reject its Bid; or
  - b. revoke the NOA or terminate the Contract after acceptance of its Bid by issuing a written notice to the Bidder.
- 6.5.4 The Director Medical Education & Research's determination of a Bidder's eligibility shall be final and binding. The Director Medical Education & Research shall not be liable, in any manner whatsoever, to the Bidder for a rejection of its Bid, the revocation of the NOA issued to it or the termination of the Contract executed with it.
- 6.5.5 If the Director Medical Education & Research terminates the Contract with the selected bidder in accordance with **Clause 5.4** and /or **Clause 5.5**, then the company shall be liable to repay the amount received by it (if any) and take other measures upon such termination, in accordance with the provisions of the Contract, including liability to pay penal charges, if any, levied by the Director Medical Education & Research.

## **7. Clarifications and Pre-Bid Meeting**

### **7.1 Clarifications and Queries**

- 7.1.1 If a Bidder requires any clarification on the Tender Document, it may notify the Director Medical Education & Research in writing, provided that all queries or clarification requests should be received on or before the due date and time mentioned in the Data Sheet. No query shall be entertained after the last date of receiving queries as mentioned in the Data Sheet.
- 7.1.2 The Director Medical Education & Research shall endeavour to respond to any request for clarification or modification of the Tender Document that it receives, no later than the date specified in the Tender Notice and the Data Sheet.
- 7.1.3 The responses to such queries shall be published on the website of the Health Department within the time frame indicated in the Data Sheet.
- 7.1.4 It shall be the duty of the Bidders to regularly check the relevant website(s) for the response to the queries or requests for clarifications. The Director Medical Education & Research's written responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders on the relevant

website specified in the Data Sheet.

- 7.1.5 The Director Medical Education & Research reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring the Director Medical Education & Research to respond to any query or to provide any clarification.
- 7.1.6 The Director Medical Education & Research may of its own initiative, if deemed necessary, issue interpretations, clarifications and amendments to all the Bidders. All clarifications, interpretations and amendments issued by Director Medical Education & Research shall be issued on or before the date specified in the Data Sheet on the relevant website.
- 7.1.7 Verbal clarifications and information given by the Director Medical Education & Research, or any other person for or on its behalf shall not in any way or manner be binding on the Director Medical Education & Research.
- 7.1.8 Should the Director Medical Education & Research deem it necessary to amend the Tender Document as a result of one or more queries or request(s) for clarification or modification, it will do so following the procedure set out in **Clause 8.1**.

## **7.2 Pre-Bid Meeting**

- 7.2.1 The Director Medical Education & Research shall organize a Pre-Bid meeting with all interested Bidders before the last date of bid submission (the **Pre-Bid Meeting**) to provide an understanding of the Bidding Process, the project, the terms of the Contract and the services to be provided and to understand any queries, issues or suggestions that the Bidders may put forward.
- 7.2.2 The Pre-Bid Meeting will be convened on the date and time specified in the Data Sheet.
- 7.2.3 A Bidder may nominate up to two representatives to participate in a Pre-Bid Meeting, provided that the Bidder has notified the Director Medical Education & Research of its representatives along with its authority letter to the Director Medical Education & Research at least two days prior to the Pre-Bid Meeting.
- 7.2.4 The Bidders are requested to submit any query or seek clarifications in writing, to reach the Director Medical Education & Research not later than the date specified in the Data Sheet, so that the Director Medical Education & Research can address the issues comprehensively at the Pre-Bid Meeting. No query shall be entertained after the last date of receiving queries as mentioned in the Data Sheet.
- 7.2.5 Without prejudice to the foregoing Clauses, the Bidders will be free to make suggestions for consideration of the Director Medical Education & Research in the course of the Pre-Bid Meeting.
- 7.2.6 The Director Medical Education & Research may provide text of the questions raised and the responses, along with the minutes of the Pre-Bid Meeting and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process, within the date specified in the Data Sheet.
- 7.2.7 Any oral clarification or information provided by or on behalf of the Director Medical Education & Research at the Pre-Bid Meeting will not have the effect of modifying the



Tender Document in any manner, unless the Director Medical Education & Research issues an Addendum for the same or the Director Medical Education & Research issues written interpretations and clarifications in accordance with **Clause 7.1**. All such Addendum will be published on the relevant website.

- 7.2.8 Attendance of the Bidders at the Pre-Bid Meeting is not mandatory and failure to attend the Pre-Bid Meeting will not be a ground for disqualification of any Bidder.

## **8. Amendments to the Tender Documents**

### **8.1 Issuance of Addenda**

- 8.1.1 Up until the date that is specified in the Data Sheet, the Director Medical Education & Research may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s) till the last date of day of receiving queries as mentioned in the Data Sheet, amend the Tender Document by issuing an Addendum.
- 8.1.2 The Bidders are required to read the Tender Document with any Addenda that may be issued in accordance with this **Clause 8.1**.
- 8.1.3 Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.
- 8.1.4 Any oral statement made by the Director Medical Education & Research or its advisors regarding the Bidding Process, the Tender Document or the project or on any other matter related to the project, shall not be considered as amending the Tender Document.

### **8.2 Issuance of Revised Tender Documents**

- 8.2.1 The Director Medical Education & Research shall use its best efforts to issue the Addendum or the revised Tender Documents reflecting all the amendments and changes agreed to by the Director Medical Education & Research, on the date specified in the Data Sheet. The Addendum or the revised Tender Documents issued by the Director Medical Education & Research shall be definitive and binding.
- 8.2.2 It shall be the duty of the bidder to check the website as mentioned in the Data Sheet for such addendums and revised tender and the Director Medical Education & Research shall not be responsible for any such omission on the part of the bidder.
- 8.2.3 The Director Medical Education & Research will assume that the information contained in or provisions of the revised Tender Documents have been taken into account by the Bidder in its Bid.
- 8.2.4 The Director Medical Education & Research assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the revised Tender Documents or amendments issued or for any consequent losses suffered by the Bidder.

### **8.3 Extension of the Last Date of Bid Submission**

In order to afford the Bidders reasonable time in which to take the Addenda and taking the revised Tender Documents into account in preparing the Bid or to compensate for the time taken by the Director Medical Education & Research in addressing any technical issues or errors in accessing its website, the Director Medical Education & Research may, at its sole discretion, extend the Last Date of Bid Submission by issuing a written notice to interested Bidders published on the relevant website.

### **8.4 Availability of Information**

8.4.1 The information relating to or in connection with the project, the Bidding Process and the Tender Document, including all notices issued by the Director Medical Education & Research to all Bidders in accordance with this Tender Document; queries and responses or clarifications; minutes of the Pre-Bid Meeting, addenda and/ or the revised Tender Documents shall be uploaded on the website specified in the Data Sheet and remain published until the last date of bid submission.

8.4.2 If, at any time prior to the last date of bid submission, a Bidder faces any technical issue or technical error in accessing the website specified in the Data Sheet, the Bidder may seek assistance from the Director Medical Education & Research by sending an e-mail request to [directorateme@yahoo.in](mailto:directorateme@yahoo.in). However, no query shall be entertained beyond the last date of queries as specified in the Data Sheet.

8.4.3 The Director Medical Education & Research shall make best efforts to respond to e-mail request(s) in 8.4.2.

### **8.5 Correspondence with Bidders**

Save as expressly provided in these Tender Documents, the Director Medical Education & Research will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

## **9. Preparation of Bids**

### **9.1 Interpretation of Tender Documents**

9.1.1 The entire Tender Document with all its sections must be read as a whole.

9.1.2 If the Bidder finds any ambiguity or lack of clarity in the Tender Documents, the Bidder must inform the Director Medical Education & Research at the earliest and under any circumstances not later than the last date for receiving queries mentioned in the Data Sheet.

9.1.3 The Director Medical Education & Research may issue directions to the Bidders regarding the interpretation of the Tender Documents wherever it deems fit.

### **9.2 Cost of Bidding**

- 9.2.1 Bidders shall bear all direct and indirect costs associated with the preparation of their respective Bids, carrying out their independent assessments, due diligence and verification of information provided by the Director Medical Education & Research.
- 9.2.2 The Director Medical Education & Research shall not be responsible or liable for any direct or indirect cost, regardless of the outcome of the Bidding Process, including cancellation of the Bid Process by the Director Medical Education & Research for any reason whatsoever.

### **9.3 Language of the Bid**

- 9.3.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and the Director Medical Education & Research shall be only in the English language.
- 9.3.2 Any printed literature/ document furnished by the Bidder, if asked for by the Director Medical Education & Research as a part of the bid submission documents as provided in **Clause 9**, may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English in which case, for the purposes of interpretation of the Bid, the English translation shall prevail. In all such cases, the translated literature/ document shall be duly notarized by a public notary. Supporting materials which are not translated into English may not be considered by the Director Medical Education & Research during the bid evaluation.

### **9.4 Due Diligence by the Bidder**

- 9.4.1 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents at its own cost.
- 9.4.2 The Director Medical Education & Research shall not be liable to the Bidder for any consequences pursuant to the Bidder's failure to undertake its own due diligence and reliance solely on the information provided in this Tender Document.

### **9.5 Validity of Bids**

- 9.5.1 Each Bid shall remain valid for a period of 180 days from the last date of bid submission (excluding the last date of bid submission). A Bid valid for a shorter period shall be rejected as being non-responsive.
- 9.5.2 In exceptional circumstances, the Director Medical Education & Research may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. All such requests and the responses shall be made in writing.
- 9.5.3 An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

## **10. Bid Submission**

Bid submission shall be a single stage exercise with 2 steps, the two being: **Qualification Bid** and **Financial Bid**.

## 10.1 Qualification Bid

10.1.1 Bidders shall only submit the Qualification Bid in the format set out below and as per AnnexureA.

- a. Bid Application Cover Letter: **Qual-1**
- b. Applicant Details: **Qual-2**
- c. Power of Attorney for Signing of Bids: **Qual-3**
- d. Bidder's Undertaking: The undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the project as provided in this Tender Document: **Qual-4**
- e. Undertaking by the bidder regarding non-blacklisting of firm by any Government organization. **Qual-5**
- f. Technical details, relevant literature and all other information about medical equipment to be supplied and installed. **Qual-6**
- g. Supporting documents to be submitted: **Qual- 7-1 to 7- 7**
  - (i) Certificate of incorporation under the Companies Act: marked as Annexure**Qual- 7-1**
  - (ii) Last three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure**Qual- 7-2**
  - (iii) GST Certificate.**Qual- 7-3**
  - (iv) Permanent Account Number (PAN) of firm.**Qual- 7-4**
  - (v) Agreement/ partnership deed (if any).**Qual- 7-5**
  - (vi) Experience certificate in the installation, operation and maintenance of CT Scan Machine(s) including the AERB license which is continuously valid for last three years including latest quality assurance certificate in r/o at least one of the centres being run by him. **Qual- 7- 6**
  - (vii) Undertaking in the form of affidavit on a stamp paper of Rs. 10/- duly notarized to the effect that the bidder has experience of installation, operation & maintenance of CT Scan Machine(s) and that the bidder has capacity to install and run CT Scan as per terms of this tender. (**Qual- 7-7**)
- h. Checklist for submission of Qualification Bid: **Qual-8**
- i. **EMD amounting to Rs. 15.00 lakh in a shape of FDRduly pledged in favour of Director Medical Education & Research, HP, payable at Shimla. Qual-9**
- j. **DSC Authorisation letter on letterhead of company – Qual -10**

10.1.2 Bidders shall not include any other documents as part of the Qualification Bid except the documents specified in Clause 10.1.1.

## 10.2 Financial Bid Submission

10.2.1 The Bidders shall submit its financial bid only in form Fin-1. Financial bid submitted in any other form shall make the bid non responsive and shall be rejected.

10.2.2 No other document except the format set out at Form Fin-I shall be submitted at the time of submission of Financial Bid.

10.2.3 Each Bidder is required to quote the percentage in Format Fin-1 for revenue sharing

over and above the annual minimum assured scans as per the scope of work defined in clause-4.

### **10.3 Signing of the Bid**

Each Bid should be digitally signed by the authorized signatory of the Bidder.

### **10.4 Submission of the Bid**

10.4.1 Each Bidder shall submit his bid on the e-tender portal specified by the State Government <https://hptenders.gov.in> as per the guidelines specified in this Tender Document and the instructions available on the said e-tender portal.

10.4.2 The Bid shall contain no alterations, omissions or additions. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.

10.4.3 As a legal requirement, Class 2 and Class3 certificate (preferably with token) is required to access the e-tender portal. Interested bidders shall need to procure Signing certificate. Signing certificate will be used for Logging in and Bid submission. Bidders may approach a Certifying Authority in India for obtaining Digital Signature Certificates, details of which can be accessed from the Controller of Certifying Authorities of the Ministry of Electronics and Information Technology, Government of India at [www.cca.gov.in](http://www.cca.gov.in)

### **10.5 Bid Submission Due Date**

10.5.1 The Bid shall be submitted on or before 02:00 PM on the last date of bid submission as specified in the Data Sheet. After the specified time on the last date of bid submission no bid submission shall be allowed. After the specified time on the last date of bid submission, the e-tender portal shall not be able to accept any bid submissions and all such provisions on the said portal shall be disabled.

10.5.2 The Director Medical Education & Research may, at its discretion, extend the last date of bid submission for all Bidders by issuing an Addendum in accordance with **Clause 8.1**.

### **10.7 Withdrawal / modification of Bids**

10.7.1 A Bidder may withdraw or substitute its Bid after submission but prior to the specified time on the last date of bid submission on the e-portal. Latest bid shall be considered.

10.7.2 No Bid may be substituted or withdrawn after the specified time on the last date of bid submission.

### **10.7 Opening of Bids**

10.7.1 The Director Medical Education & Research shall open the bids at the date and time indicated in the Data Sheet as per the time that is displayed from the server clock at the top of the e-tender Portal.

10.7.2 Only authorized representative (s) of the bidder (s) can attend the bid opening.

10.7.3 After opening of the Bids by the Director Medical Education & Research, all Bidders whose Bids have been successfully received on the e-tender portal shall receive a mail

notification informing the details such as the Bid has been opened by the official, department and date and time of opening.

- 10.7.4 Once all the Qualification Bids have been opened online through e tendering procedure, they will be evaluated for responsiveness and to determine whether the Bidders will qualify for the opening of the Financial Bids. The procedure for evaluation of the responsiveness of the Qualification Bid and the eligibility of Bidders is set out at **Clause 11.1**.
- 10.7.5 A comparative statement of prequalification assessment shall be sent to all Bidders whose Bids have been successfully received on the e-tender portal.
- 10.7.7 Bidders who qualify will be intimated through email.
- 10.7.7 The Financial Bids of only those Bidders who have passed the Qualification Criteria will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of such Bidders who have qualified the qualification bid and who choose to be present at the time, date & venue specified in the Data Sheet. The procedure for evaluation of the Financial Bids is set out at **Clause 11.2 and 11.3**. The name of the selected bidder shall be declared upon completion of selection process subject to approval of the competent authority of the State and the results of the Financial Bids of all Bidders shall also be made available on the e-Tender Portal immediately after the completion of opening process.
- 10.7.8 Any information contained in a Bid will not in any manner be construed as binding on the Director Medical Education & Research, its agents, successors or assignees; but will be binding on the Bidder, in the event that the Contract is subsequently awarded to it on the basis of such information.

## **11. Evaluation of Bids and Selection of Successful Bidder**

### **11.1 Stage 1: Evaluation of the Qualification Bid**

- 11.1.1 The Qualification Bids will first be evaluated for responsiveness to the Tender Documents and evidences for fulfilment of the qualification criteria based on the following parameters:
- a. The Bid is complete in all respects and in the prescribed formats.
  - b. It contains no material alterations, conditions, deviations or omissions.
  - c. All documents required as specified in the Tender Documents and submitted by the Bidder are appropriate and valid.
  - d. All undertakings required under this Tender Document are in the prescribed format and unconditional.
  - e. Based on the review of documents the Director Medical Education & Research comes to the conclusion, beyond any reasonable doubt, that the Bidder fulfils the minimum qualification criteria.
  - f. Based on the document supplied, the Director Medical Education & Research concludes that the specification of the machines being offered by the prospective bidder matches the requirements as per the conditions laid down in this tender.
  - g. The application is unconditional in all respects.
- 11.1.2 Qualification Bids not meeting any of the criteria mentioned in **Clause 11.1.1** above shall be liable to be rejected.
- 11.1.3 In order to determine whether the Bidder is eligible and meets the qualification criteria, the Director Medical Education & Research will examine the documentary evidence of

the Bidder's qualifications submitted by the Bidder and any additional information which the Director Medical Education & Research receives from the Bidder upon request by the Director Medical Education & Research.

- 11.1.4 After completion of the evaluation of the Qualification Bids, the Director Medical Education & Research will open the financial bids as per the particulars mentioned in the data sheet. The Financial Bids of those Bidders who are not declared as Eligible Bidders will not be opened.
- 11.1.5 All the qualified bidders, who choose to be present, shall have the right to attend the final meeting in which financial bids shall be evaluated. However, bidder who has not qualified the qualification bid shall not be allowed to be present.

## **11.2 Stage 2: Evaluation of Financial Bids**

Upon opening of the Financial Bids of the Eligible Bidders, they will first be evaluated for responsiveness to the Tender Documents. If: (i) any Financial Bid is not complete in all respects; or (ii) any Financial Bid is not duly signed by the authorized representative of the Bidder; or (iii) any Financial Bid is not in the prescribed formats; and (iv) any Financial Bid contains material alterations, conditions, deviations, omissions, overwriting, interlineations, then such Financial Bid shall be deemed to be substantially non-responsive. Such Financial Bid that is deemed to be substantially non-responsive shall be rejected.

**No change in the percentage quoted or any change to substance of any Bid shall be sought, offered or permitted.**

## **11.3 Stage 3: Selection of the Successful Bidder**

- 11.3.1 In selecting the Successful Bidder, the objectives of the Director Medical Education & Research are to select a Bidder that:
  - a. is an Eligible Bidder;
  - b. has submitted a Financial Bid complete in all respects; and
  - c. has quoted the Highest percentage for revenue sharing.
- 11.3.2 In case two or more bidders have quoted the similar percentage (rounded off to two decimal points), the Director Medical Education & Research shall then conduct reverse auction during the selection meeting as mentioned in the Data Sheet.

## **12. Execution of Contract**

### **12.1 Notification of Award**

- 12.1.1 Upon selecting the Successful Bidder in accordance with **Clause 11.3** above, the Director Medical Education & Research shall issue two original copies of the Notification of Award (**NOA**) to the Successful Bidder:
  - declaring it as the Successful Bidder;
  - accepting its Financial Bid (as corrected by the Director Medical Education & Research if required);
  - requesting it to fulfil the conditions specified in **Clause 12.1.2**;andsubject to fulfilment of the conditions specified in **Clause 12.1.2**, requesting it to execute the Contract and to fulfil the conditions precedent to execution in accordance with **Clause 12.2**.

- 12.1.2 The Bidder declared as the Successful Bidder shall:
- a. Sign and return one original copy of the NOA to the Director Medical Education & Research within seven days of issue of NOA as acceptance and in acceptance of the terms of the draft Contract issued by the Director Medical Education & Research in accordance with **Clause 12.2** and it will be required to notify its acceptance of the terms of such draft Contract;
  - b. Submit the performance security in the shape of bank guarantee for Rs 50.00 Lakhs, and
  - c. Within fifteen days of receiving the NOA, provide to the Director Medical Education & Research information regarding the plan of execution of the project.
- 12.1.3 If the Bidder to whom the NOA has been issued, does not sign and return one original copy of NOA along with performance security to the Director Medical Education & Research as acceptance within seven days of issue of NOA, the Director Medical Education & Research shall disqualify the Bidder selected as the Successful Bidder including debarring the Bidder from participating in any future Tenders in the State of Himachal Pradesh for a period of three consecutive years from such date and the EMD shall stand forfeited. Similarly, if condition set out in clause 12.1.2 (b) is not complied with within the specified time frame, a similar action of disqualification shall be taken by the Director Medical Education & Research.
- 12.1.4 If the Director Medical Education & Research disqualifies such Bidder, then the Director Medical Education & Research will evaluate all the Financial Bids of the Eligible Bidders received in accordance with the procedure at **Clause 11.3**. The Director Medical Education & Research will exercise this option only during the validity period of the Bids, as extended from time to time, and not thereafter.

## **12.2 Execution of the Contract**

- 12.2.1 The Director Medical Education & Research and the Selected Bidder shall execute the Contract within 21 days of the acceptance of the NOA by the Selected Bidder. The Contract shall be executed in the form of the final drafts provided by the Director Medical Education & Research.
- 12.2.2 The Selected Bidder shall execute the Contract in the revised draft form published by the Director Medical Education & Research or in the further revised draft form issued by the Director Medical Education & Research, with minimal changes or amendments being made to reflect facts or to correct minor errors. The Director Medical Education & Research shall, before the date specified in the Data Sheet for the execution of the Contract, provide the Selected Bidder with the final execution draft of the Contract.
- 12.2.3 The Director Medical Education & Research shall not entertain any request from the Selected Bidder for negotiations of or deviations to the final execution draft of the Contract provided by the Director Medical Education & Research.
- 12.2.4 If the Selected Bidder seeks to materially negotiate or seeks any material deviation from the final execution draft of the Contract, the Director Medical Education & Research will disqualify the Selected Bidder and revoke the NOA issued to the Selected Bidder. If the Director Medical Education & Research disqualifies such Bidder and revokes the NOA, then the consequences set out in **Clause 12.1.3 and Clause 12.1.4** shall follow.



- 12.2.5 Subject to the Selected Bidder complying with **Clause 12.1.2**, the Director Medical Education & Research and the Selected Bidder shall execute the Contract on the date specified in the Bid Schedule or such other date notified by the Director Medical Education & Research. The Contract shall be executed in the form of the final execution draft provided by the Director Medical Education & Research under **Clause 12.2.1**.
- 12.2.7 If the Director Medical Education & Research is ready and willing to execute the Contract, but the Selected Bidder does not agree to execute the Contract within the time period specified in **Clause 12.2.4** or to fulfil the conditions precedent to the execution of the Contract that are specified in **Clause 12.2.4**, the Director Medical Education & Research will disqualify the Selected Bidder and revoke the NOA. If the Director Medical Education & Research disqualifies such Bidder and revoke the NOA, then the consequences set out in **Clause 12.1.3 and Clause 12.1.4** shall follow.

### **13. Rights of the Director Medical Education & Research**

The Director Medical Education & Research reserves the right, in its sole discretion and without any liability to the Bidders, to:

- a. accept or reject any Bid or annul the Bidding Process or reject all Bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s);
- b. suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- c. Independently verify, disqualify, reject and / or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

### **14. General**

#### **14.1 Confidentiality and Propriety Data**

- 14.1.1 The Tender Documents, and all other documents and information that are provided by the Director Medical Education & Research are and shall remain the property of the Director Medical Education & Research and are provided to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance with the Tender Documents. The Bidders are to treat all information as strictly confidential and are not to use such information for any purpose other than for preparation and submission of their Bids.
- 14.1.2 The Director Medical Education & Research shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Bidders, other than in accordance with provisions set out in these Tender Documents.
- 14.1.3 The Bidder shall not divulge any information relating to examination, clarification, evaluation and selection of the Successful Bidder to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Director Medical Education & Research or such Bidder on or matters arising out of or concerning the Bidding Process.
- 14.1.4 Except as stated in these Tender Documents, the Director Medical Education & Research will treat all information, submitted as part of a Bid, in confidence and will require all those who have access to such material to treat it in confidence. The Director Medical Education & Research will not divulge any such information unless as contemplated under these Tender Documents or it is directed to do so by any statutory authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory authority and/or the Director Medical Education & Research or as may be required by law (including under the Right to Information Act,

2005) or in connection with any legal process.

#### **14.2 Governing Laws and Dispute Resolution**

The Bidding Process, the Tender Documents and the Bids shall be governed by, and construed in accordance with, the laws in force within the State of Himachal Pradesh and the competent courts at State capital Shimla shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

Director Medical Education & Research  
Block No. 18-B, SDA Complex,  
Kasumpti, Shimla-9  
Himachal Pradesh  
Contact Number: 01772620733  
Email: [directorateme@yahoo.in](mailto:directorateme@yahoo.in)

## SECTION IV – ANNEXURES

### A- Formats of Qualification Bid Qual 1 to 10 and Financial Bid Fin 1

#### Format: Qual-1: Bid Application Cover Letter

[On the letterhead of the Bidder]

Date:

From:

To:

Director Medical Education & Research  
Block No. 18-B, SDA Complex, Kasumpti, Shimla-9  
Himachal Pradesh

Dear Sir,

**Sub: Qualification Bid for 'Providing specialized diagnostic services - CT scan on PPP basis in various Medical Colleges of the State of Himachal Pradesh'**

With reference to your Tender Documents dated \_\_\_\_\_, we, *[insert name of Bidder]*, wish to submit our Qualification Bid for the award of the Contract(s) for providing specialized diagnostic services - CT scan on PPP basis in various Medical Colleges of the State of Himachal Pradesh. Our details have been set out as per Qual 2.

We hereby submit our Qualification Bid, which is unconditional and unqualified. We have examined the Tender Documents issued by the Director Medical Education & Research.

1. We acknowledge that the Department of Health & Family Welfare, Government of Himachal Pradesh or any other person nominated by the Government of Himachal Pradesh (the Director Medical Education & Research) will be relying on the information provided in our Qualification Bid and the documents accompanying such Qualification Bid for selection of the Eligible Bidders for the evaluation of Financial Bids, and we certify that all information provided in the Qualification Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying such Qualification Bid are true copies of their respective originals.
2. We shall make available to the Director Medical Education & Research any clarification that it may find necessary or require to supplement or authenticate our Qualification Bid.
3. We acknowledge the right of the Director Medical Education & Research to reject our Qualification Bid or not to declare us as the Eligible Bidder, without assigning any reason or

otherwise and we hereby waive, our right to challenge the same on any account whatsoever.

4. We undertake that:

- a. We satisfy the Qualification Criteria and meet all the requirements as specified in the Tender Documents.
- b. We agree and release the Director Medical Education & Research and their employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the Tender Documents and/or in connection with the Bidding Process, and waive any and all rights and/or claims I/we may have in this respect, whether actual or contingent, whether present or in future.

5. We represent and warrant that:

- a. We have examined the Tender Documents and have no reservations to the same, including all Addenda issued by the Director Medical Education & Research.
- b. We unconditionally accept the terms of the Contract that will be signed after selection and shall seek no material deviation from or otherwise seek to materially negotiate the terms of the draft main Contract or the draft Supplementary Contract, if declared as the Successful Bidder.
- c. We hold valid certifications and approvals for execution of the project as on the date of submission of this Bid.
- d. We have not and will not undertake any canvassing in any manner to influence or to try to influence the process of selection of the Successful Bidder.
- e. The Tender Documents and all other documents and information that are provided by the Director Medical Education & Research to us are and shall remain the property of the Director Medical Education & Research and are provided to us solely for the purpose of preparation and the submission of this Bid in accordance with the Tender Documents. We undertake that we shall treat all information received from or on behalf of the Director Medical Education & Research as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of this Bid.
- f. The Director Medical Education & Research shall not return the Qualification Bid or any part thereof or any information provided along with the Qualification Bid, other than in accordance with provisions set out in the Tender Documents.
- g. We have made a complete and careful examination of the Tender Documents and all other information made available by or on behalf of the Director Medical Education & Research.

- h. We have satisfied ourselves about all things, matters and information, necessary and required for submitting an informed Bid and performance of our obligations under the Contract.
  - i. Any inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or by or on behalf of the Director Medical Education & Research or ignorance of any matter related thereto shall not be a basis for any claim for compensation, damages, relief for non-performance of its obligations or loss of profits or revenue from the Director Medical Education & Research or a ground for termination of the Contract.
  - j. Our Bid shall be valid for a period of 180 days from the last date of bid submission, i.e., until \_\_\_\_\_.
6. We undertake that if there is any change in facts or circumstances during the Bidding Process, or if we become subject to disqualification in accordance with the terms of the Tender Documents, we shall inform the Director Medical Education & Research of the same immediately.
7. We are submitting with this Letter, the documents that are listed in the checklist set out in Qual 7 of Section III of tender document.
8. We undertake that if we are selected as the Successful Bidder we shall:
- a. Sign and return an original copy of the Notice of Award (NOA) to the Director Medical Education & Research (SHA) within seven days of issuance of the NOA, as confirmation of our acceptance of the NOA. Otherwise, our bid shall stand disqualified.
  - b. Not seek to materially negotiate or seek any material deviations from the final drafts of the Contract provided to us by the Director Medical Education & Research.
9. Details of the Company
- a. Name:
  - b. Address of the corporate headquarters and its branch office head in the State, if any:
  - c. Date of incorporation and/or commencement of business:
10. Details of individual(s) who will serve as the point of contact/communication for the State Nodal Agency:
- c. Name:

d. Designation:

e. Company:

f. Address:

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Qualification Bid or question any decision taken by the Director Medical Education & Research in connection with the evaluation of the Qualification Bid, declaration of the Eligible Bidders, or in connection with the Bidding Process itself, or in respect of the Contract(s) to execute the project in the State of Himachal Pradesh.

12. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.

13. This Bidding Process, the Tender Documents and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in State of Himachal Pradesh.

We submit this Letter accompanying the Qualification Bid under and in accordance with the terms of the Tender Documents.

Dated this *[insert date]* day of *[insert month]*, 201...

\_\_\_\_\_  
(Signature)

.....(insert name of the authorized signatory)

In the capacity of \_\_\_\_\_[position]

Duly authorized to sign this Bid for and on behalf of [name of Bidder]

**Format: Qual-2: Applicant Details**

1. Details of the Company
  - a. Name:
  - b. Address of the corporate headquarters:
  - c. Corporate Identification Number:
  - d. PAN
  - e. Date of incorporation:
  - f. Date of commencement of business:
  - g. Address and contact numbers of its branch office in the State/UT, if any:
  - h. Name and contact details of Branch Head in the State/UT:
  
2. Details of the individual who will serve as the point of contact / communication for the Director Medical Education & Research for the purposes of this tender:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number:
  - f. Mobile number:
  - g. E-mail Address:
  - h. Fax Number:
  
3. Particulars of the Authorised Signatory of the Bidder:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number:
  - f. Mobile number:
  - g. E-mail Address:
  - h. Fax Number:

Dated this \_\_\_\_ day of \_\_\_\_\_, 201X

\_\_\_\_\_  
(Signature)

..... (insert name of the authorized signatory)

In the capacity of \_\_\_\_ [position]

Duly authorized to sign this Bid for and on behalf of [name of Bidder]

**Format: Qual-3: Power of Attorney for Signing of Bids**

(On Rs. 100 Stamp paper duly attested by Notary Public)

**POWER OF ATTORNEY**

Know all men by these present that we \_\_\_\_\_  
\_\_\_\_\_(name and address of the registered office) having CIN .....  
*(insert registration number / CIN of the Company)*do hereby constitute, appoint and authorize  
Mr./Ms. \_\_\_\_\_(name and residential address) who is presently  
employed with us and holding the position of \_\_\_\_\_ as our attorney, to do  
in our name and on our behalf, all such acts, deeds and things necessary in connection with or  
incidental to submission of a bid pursuant to Tender Document No..... dated ..... *(insert*  
*Tender Document No. and date of issue)* issued by Government of Himachal Pradesh, acting  
through the Director Medical Education & Research, for **providing specialized diagnostic  
services - CT scan on PPP basis in various Medical Colleges of the State of Himachal  
Pradesh**, including signing and submission of all documents and providing  
information/responses to Director Medical Education & Research in all matters in connection  
with our Bid.

We hereby declare that all acts, deeds and things done by our said attorney pursuant to this  
Power of Attorney shall always be deemed to have been ratified by us and done by us.

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 201X

For \_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_ Signature)

(Name, Title and Address of the Attorney)

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



**Format: Qual-4: Bidder's Undertaking**

[On letterhead of the Bidder]

From

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 201X

To

Director Medical Education & Research  
Block No. 18-B, SDA Complex, Kasumpti, Shimla-9  
Himachal Pradesh

Dear Sir,

Subject: Undertaking Regarding Compliance with Terms of providing specialized diagnostic services - CT scan on PPP basis in various Medical Colleges of the State of Himachal Pradesh.

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory for and on behalf of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of Contract for providing specialized diagnostic services - CT scan on PPP basis in various Medical Colleges of the State of Himachal Pradesh.

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall adhere to and unconditionally comply with the terms as set out in the Tender Documents and the Contract.

Dated this \_\_\_ day of \_\_\_\_\_, 201X

\_\_\_\_\_(Signature)

.....(insert name of the authorized signatory)

In the capacity of \_\_\_[position]

Duly authorized to sign this Bid for and on behalf of [name of Bidder]

**Format: Qual-5: Undertaking regarding black-listing**

[On letterhead of the Bidder]

From

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 201X

To

Director Medical Education & Research  
Block No. 18-B, SDA Complex, Kasumpti, Shimla-9  
Himachal Pradesh

Dear Sir,

Subject: Undertaking regarding the bidder not being blacklisted

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory for and on behalf of the Bidder, do hereby declare and undertake that we have not been black-listed by any Government Organisation.

Dated this \_\_\_\_ day of \_\_\_\_\_, 201X

\_\_\_\_\_  
(Signature)

.....(insert name of the authorized signatory)

In the capacity of \_\_\_\_ [position]

Duly authorized to sign this Bid for and on behalf of [name of Bidder]

**Format: Qual-6: Technical Details, Literature and other information about the medical equipment (in the shape of compliance sheet to the specification as asked in the tender document)**

**Format: Qual- 7-1 to 7- 7 Supporting documents to be submitted:**

- i. Certificate of incorporation under the Companies Act: marked as Annexure**Qual- 7-1**
- ii. Last three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure**Qual- 7-2**
- iii. GST Certificate.**Qual- 7-3**
- iv. Permanent Account Number (PAN) of firm.**Qual- 7-4**
- v. Agreement/ partnership deed (if any).**Qual- 7-5**
- vi. Experience certificate in the installation, operation and maintenance of CT Scan Machine(s) including the AERB license which is continuously valid for last three years including latest quality assurance certificate in r/o at least one of the centres being run by him.**Qual- 7- 6**
- vii. Undertaking in the form of affidavit on a stamp paper of Rs. 10/- duly notarized to the effect that the bidder has experience of installation, operation & maintenance of CT Scan Machine(s) and that the bidder has capacity to install and run CT Scan as per terms of this tender. **(Qual- 7-7)**

### Format: Qual-8: Checklist for Qualification Bid

[On letterhead of the Bidder]

We, ..... (insert name of the Bidder), hereby confirm that we are submitting the following documents as a part of our Qualification Bid in response to this Tender Document:

No.	Document	Document No. (Reference no. to be provided in the Qualification Bid)	Submitted (Yes / No)
1	Bid Application Cover Letter	Qual-1	
2	Applicant Details	Qual-2	
3	Power of Attorney	Qual-3	
4	Undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme	Qual-4	
5	Undertaking by the bidder regarding non-blacklisting of firm by any Government organization.	Qual-5	
6	Technical details, relevant literature and all other information about medical equipment to be supplied and installed	Qual-6	
7	Certificate of incorporation under the Companies Act: marked as Annexure	Qual- 7-1	
8	Last three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report	Qual- 7-2	
9	GST Certificate	Qual- 7-3	
10	Permanent Account Number (PAN) of firm.	Qual- 7-4	
11	Agreement/ partnership deed (if any).	Qual- 7-5	
12	Experience certificate in the installation, operation and maintenance of CT Scan Machine(s) including AREB licence which is continuously valid for last three years including latest quality assurance certificate in r/o at least one of the centres being run by him.	Qual- 7- 6	
13	Undertaking in the form of affidavit on a stamp paper of Rs. 10/- duly notarized to the effect that the bidder has experience of installation, operation	Qual- 7-7	

	&maintenance of CT Scan Machine(s) and that the bidder has capacity to install and run CT Scan as per terms of this tender.		
14	Checklist for Qualification Bid	Qual-8	
9	EMD of Rs. 15.00 Lakh	Qual-9	
10	DSC Authorization Letter	Qual-10	

Dated this \_\_\_\_ day of \_\_\_\_\_, 201X

\_\_\_\_\_  
(Signature)

.....(insert name of the authorized signatory)

In the capacity of \_\_\_\_ [position]

Duly authorized to sign this Bid for and on behalf of [name of Bidder]

- Qual-9**            **EMD amounting to Rs. 15.00 lakh in a shape of FDR duly pledged in favour of Director Medical Education & Research, HP, payable at Shimla.**
- Qual -10**        **DSC Authorisation letter on letterhead of company**

**Format: Fin-1: Financial Bid**

[On letterhead of the Bidder]

From

Name:

Address:

Date:

To

Director Medical Education & Research  
Block No. 18-B, SDA Complex, Kasumpti, Shimla-9  
Himachal Pradesh

Dear Sir,

Subject: Financial Bid for providing specialized diagnostic services - CT scan on PPP basis in various Medical Colleges of the State of Himachal Pradesh

With reference to your Tender Documents dated \_\_\_\_\_ we, \_\_\_\_\_ (Name of Bidder), wish to submit our Financial Bid for the award of the Contract(s) for providing specialized diagnostic services - CT scan on PPP basis in various Medical Colleges of the State of Himachal Pradesh. Our details have been set out in our Qualification Bid.

1. We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined the Tender Documents, including all the Addenda.
2. We acknowledge that the Director Medical Education & Research will be relying on the information provided by us in the Financial Bid for evaluation and comparison of Financial Bids received from the Eligible Bidders and for the selection of the Successful Bidder for the award of the Contract for providing specialized diagnostic services - CT scan on PPP basis in various Medical Colleges of the State of Himachal Pradesh. We certify that all information provided in the Financial Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying our Financial Bid are true copies of their respective originals.
3. We shall make available to the Director Medical Education & Research any clarification it may find necessary or require to supplement or authenticate the Financial Bid.
4. We acknowledge the right of the Director Medical Education & Research to reject our Financial Bid or not to select us as the Successful Bidder, without assigning any reason or otherwise and we hereby waive our right to challenge the same on any account whatsoever.



5. We hereby acknowledge and confirm that all the undertakings and declarations made by us in our Qualification Bid are true, correct and accurate as on the date of opening of our Financial Bid.
6. We acknowledge and declare that the Director Medical Education & Research is not obliged to return the Financial Bid or any part thereof or any information provided along with the Financial Bid, other than in accordance with the provisions set out in the Tender Document.
7. We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable to disqualification in accordance with the terms of the Tender Documents, we shall inform the Director Medical Education & Research of the same immediately.
8. For carrying out the activities as provided in the tender, we are quoting the following percentages sharing on the rates of the CT Scan procedures:

**To be Quoted in.xls (Price Bid Only) and uploaded in financial Packet Only.**

9. We acknowledge, confirm and undertake that:
  - a. The terms and conditions of the Tender Documents and the revenue sharing percentage being quoted by us for the implementation of the Scheme are determined on a technically sound basis, are financially adequate, viable and sustainable on the basis of information and claims experience available in our records.
10. We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever arising, to challenge the criteria for evaluation of the Financial Bid or question any decision taken by the Director Medical Education & Research in connection with the evaluation of the Financial Bid, declaration of the Selected Bidder, or in connection with the Bidding Process itself, in respect of the Contract and the terms and implementation thereof.
11. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.
12. We have studied the Tender Documents (including all the Addenda, Annexures and Appendices) and all the information made available by or on behalf of the Director Medical Education & Research carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Director Medical Education & Research or in respect of any matter arising out of or concerning or relating to the Bidding Process.

13. We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, shall we have any claim or right against the Director Medical Education & Research if the Contract is not awarded to us or our Financial Bid is not opened or found to be substantially non-responsive.

14. This Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Shimla will have exclusive jurisdiction in the matter.

15. Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Tender Documents.

We hereby confirm that we are submitting this Financial Bid under and in accordance with the terms of the Tender Documents.

Dated this \_\_\_ day of \_\_\_\_\_, 2019

Signature

Name of Authorized signatory

In the capacity of \_\_\_\_\_ (position)

Duly authorized to sign this Bid for and on behalf of \_\_\_\_\_ [name of Bidder]

**B- Rates of CT Scans**

The rates of CT Scan procedures of various body parts:-

Rates in INR

<b>Sr. No.</b>	<b>Procedure/test</b>	<b>Plain</b>
1.	CT Scan Head	600
2.	CT Scan except Head	910
3.	CT angiography	1500

(The cost of consumables shall be borne by the patient)

**C- Technical Specifications of the CT Scan Machines**

**DIRECTORATE OF MEDICAL EDUCATION & RESEARCH,  
HIMACHAL PRADESH SHIMLA-9**

No.HFW(ME)(G)(2)-2(Store Purchase Gen)-2019

Dated Shimla-9, the

**NOTICE INVITING TENDER**

1. The Director Medical Education, Government of Himachal Pradesh invites sealed tenders from eligible & qualified bidders (as per terms of the tender) for providing specialized diagnostic services- CT Scan on Public Private Partnership (PPP) basis for following locations:-

Sr. No.	Name of Location
1	Trauma Centre IGMCM Shimla
2	Dr. RPGMC Kangra at Tanda
3	Dr. YSPGMC Nahan
4	Dr. RKGMC Hamirpur
5	SLBSGMC Mandi at Nerchowk
6	Pt. JLNGMC Chamba

2. The tender document may be downloaded from website [www.hphealth.nic.in](http://www.hphealth.nic.in) or <https://hptenders.gov.in> or [www.hp.gov.in/hpdmer](http://www.hp.gov.in/hpdmer) or may be obtained in person from the office of Director Medical Education on any working day between 10.30 AM to 04.30PM w.e.f. 14.06.2019 to 04.07.2019 against the payment of Rs. 1000/- in shape of DD in favour of Director Medical Education & Research, HP.
3. The various timelines as regarding the tender process are a part of tender document itself. However, the last date of submission of bids is 04.07.2019 up to 02:00 PM and any bid not received on or before scheduled date and time will not be accepted.
4. Each prospective bidder shall submit their bid, complete in all respects as per terms of this tender, on the e-tender portal specified by the State Government i.e. <https://hptenders.gov.in> as per the guidelines specified in this tender document and the instructions available on the said e-tender portal.
5. Any communication regarding the tender shall be made only and only on the address & contact details mentioned below.
6. The undersigned reserves the right to accept or reject any bid without assigning any reason thereof.

Director Medical Education & Research  
Block No. 18-B, SDA Complex,  
Kasumpti, Shimla-9  
Himachal Pradesh  
Contact Number: 01772620733  
Email: [directorateme@yahoo.in](mailto:directorateme@yahoo.in)