

11-03-2019

Amendment No. 2

Ref.: Tender Enquiry: HITES/PCD/MP-09/CT-MRI-PPP/18-19 dated: 12.02.2019. & Amendment No.1 dated 07.03.2019.

Sub: Amendment No.2 to the referred tender enquiry

The following changes are being incorporated in the above referred Tender Enquiry Document

SECTION I**NOTICE INVITING TENDER (NIT)**

The revised NIT is as below:

Procurement & Consultancy Services Division of HLL Infra Tech Services Limited (HITES), a fully owned subsidiary of HLL Lifecare Ltd. (HLL), for and on behalf of Director, Medical Education, Government of Madhya Pradesh, invites response from qualified and experienced Organizations for Setting up, Operating, Managing & Maintenance of Computerized Tomography - CT **and/or** MRI diagnostics facility at **7 New Government Medical Colleges at Datia, Khandwa, Ratlam, Vidisha, Shahdol, Shivpuri & Chindwara and 03 existing Government Medical Colleges at Sagar, Indore & Jabalpur.**

S.No.	Rfx. No.	Schedule	EMD	Tender processing Fee
1	3000003758	Schedule: 1- Sagar, Datia, Ratlam, Vidisha	20,00,000	11,800
2	3000003957	Schedule 2: Jabalpur, Chhindwara, Shahdol	15,00,000	11,800
3	3000003958	Schedule 3: Indore, Shivpuri, Khandwa	15,00,000	11,800

Date & Time of 2nd Pre-bid meeting	18.03.2019, 11:00 Office of Principal secretary, Department of Medical Education, 3rd floor , New building, Vallabh Bhawan, Bhopal
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The revised requirement of CT and MRI facility at the 10 Medical Colleges under Consideration is defined as below:

Sl.No.	GMC	Hospital Type/ Premises	CT- 64 Slice (with 64 rows of detector)	1.5 Tesla MRI	3 Tesla MRI
1	Sagar	Medical College Hospital	Required	Required	N.A
2	Datia	District Hospital	Required	Required	N.A
3	Ratlam	Medical College Hospital	Required	Required	N.A
4	Vidisha	Medical College Hospital	Required	Required	N.A
5	Jabalpur	Medical College Hospital	Required	N.A	Required
6	Chhindwara	District Hospital	N.A	Required	N.A
7	Shahdol	Medical College Hospital	Required	Required	N.A
8	Indore	Medical College Hospital	Required	N.A	Required
9	Shivpuri	District Hospital	N.A	Required	N.A
10	Khandwa	District Hospital	N.A	Required	N.A

As the requirement of GMC, Indore and Jabalpur is of a 3 Tesla MRI facility any clause including Annexure, , with the '1.5 Tesla MRI' should be read as "1.5 or 3 Tesla MRI as per defined requirement at each GMC"

However, Clause 4. ESSENTIAL QUALIFYING CONDITION, would remain unchanged.

The following changes are being incorporated in the TED:

Existing	Read as
1. Schedule of RFP	
16. Bid Security	
EMD of Rs. 40,00,000/- (Rupees Forty Lacs Only) in form of Bank Draft / Bankers Cheque/ Bank Guarantee/FDR of any Scheduled Bank in favour of "HLL Infra Tech Services Limited " payable at "Delhi". 19.5 The earnest money if submitted in the form of Bank Guarantee or Fixed Deposit Receipt shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender is 180 days, the EMD shall be valid for a minimum period of 225 days from Techno-Commercial Tender opening date.	EMD as applicable for each Schedule (Bidders are free to bid for one or more schedules); i.e Schedule: 1- Sagar, Datia, Ratlam, Vidisha (EMD : 20 Lakhs) Schedule 2: Jabalpur, Chhindwara, Shahdol(EMD : 15 Lakhs) Schedule 3: Indore, Shivpuri, Khandwa((EMD : 15 Lakhs) in form of Bank Draft / Bankers Cheque/ Bank Guarantee/FDR of any Scheduled Bank in favour of "HLL Infra Tech Services Limited " payable at "Delhi". 19.5 The earnest money if submitted in the form of Bank Guarantee or Fixed Deposit Receipt shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender is 180 days, the EMD shall be valid for a minimum period of 225 days from Techno-Commercial Tender opening date.
3. INTENTION	
3.6	
Teaching Staff of Radiology department of GMC (if available) will prepare report of CT & MRI of patients referred from the GMC & allied hospital only.	Teaching Staff of Radiology department of GMC (if available) will prepare report of CT & MRI of patients referred from the GMC & allied hospital only. Added Para: The responsibility of defects/deficiencies in reports & turn around time would be of the reporting radiologist.
3.7	
The Service Providers Radiologist will prepare CT & MRI reports, in case of non availability of Teaching Staff of Radiology department of GMC.	The service provider should ensure the availability of atleast one radiologist at the facility with minimum qualification as defined below: ● M.D. in Radiodiagnosis from an MCI recognised Institute with 1 year as Senior Resident in a recognized Medical College. or ● DNB from an MCI recognised Institute with 2 years as Senior Resident in a recognized Medical College/ A Fixed Retainership Fee of Rs, 75,000 per month fo only one Radiologist would be paid to the service provider, by the authority till the medical college recruits its own radiologist. The radiologist kept on retainership fees by the authority could be counted (at discretion of Authority on need basis) as faculty during MCI Inspections. The Service Provider / Radiologist shall submit "No Objection Certificate" regarding this while signing the Contract. Telereporting is not allowed.

Existing	Read as
Clause 3.8 & Clause 15. FINANCIAL PROPOSAL BID	
<p>All bidders have to compulsorily bid for all GMCs. However first right to match the highest bid of Individual GMC would be given to the overall H1 bidder based on overall highest bid offered to all GMCs taken together. In case the overall H1 bidder does not wish to match the Highest bid for a particular GMC, the respective H1 bidder for that GMC would be awarded the contract. Contract would be individually awarded by respective GMC to the respective H1 Bidder, selected as above.</p>	<p>Bidding Criterion would be Highest Annual premium. All bidders have to compulsorily bid for all GMCs in a particular schedule. Bidders are free to bid for one or more schedules depending up on fulfilment of other prequalification criteria. However first right to match the highest bid of Individual GMC in a schedule would be given to the overall H1 bidder in that particular schedule. In case the overall H1 bidder does not wish to match the Highest bid for a particular GMC(of that schedule), the respective H1 bidder for that GMC would be awarded the contract. Contract would be individually awarded by respective GMC to the respective H1 Bidder, selected as above. Schedules are defined below: Schedule: 1- Sagar, Datia, Ratlam, Vidisha Schedule 2: Jabalpur, Chhindwara, Shahdol Schedule 3: Indore, Shivpuri, Khandwa In case of non acceptance of Notification of Award at any/all of the GMCs by the service provider, all the EMDs submitted by the service provider would be forfeited and all the LoAs issued to the service provider would be cancelled. Further, the service provider would be black listed for a period of 10 years.</p>
SCOPE OF WORK - SERVICE PROVIDER	
7.2	
<p>All arrangements, which are not in the scope of the Hospital as mentioned in the clause No. 8 below, but required to be made by the Service Provider for smooth functioning of the CT/MRI Unit has to be provided, procured & controlled by the Service Provider. Any modification /alteration/addition in the already constructed building of the Hospital has to be done at his own cost by the service provider after obtaining prior written permission of the authorized officer of the hospital.</p>	<p>All arrangements, which are not in the scope of the Hospital as mentioned in the clause No. 8 below, but required to be made by the Service Provider for smooth functioning of the CT/MRI Unit has to be provided, procured & controlled by the Service Provider. Any modification /alteration/addition in the already constructed building of the Hospital has to be done at his own cost by the service provider after obtaining prior written permission of the authorized officer of the hospital. Added Para: Hospital Authorities would support and facilitate any clearances that may be required, However, any financial involvement has to be borne by the service provider.</p>
Clause : 7.5	
<p>Electricity and water connection will have to be procured by Service provider & has to pay the expenditure incurred on electricity and water in the MRI /CT centre to the concerned authority on regular basis and should maintain records of invoices and payment receipts and must produce to Dean, GMC, Bhopal as and when required.</p>	<p>Electricity and water connection will be provided by the Hospital authorities and meter will be installed by the Service Provider & the Service Provider has to pay the expenditure incurred on electricity and water in the MRI /CT centre to the concerned authority on regular basis and should maintain records of invoices and payment receipts and must produce to authority as and when required.</p>
Clause:7.11	
<p>Equipment must be of Latest Technology launched in India by the manufacturer (as certified by the</p>	<p>Equipment must be of Latest Technology launched in India by the manufacturer (as certified by the manufacturer). The</p>

Existing	Read as
<p>manufacturer). The Service Provider shall provide the requisite details of the equipment purchased and installed at the CT/MRI Centre to the MS of the Hospital before installation</p>	<p>Service Provider shall provide the requisite details of the equipment purchased and installed at the CT/MRI Centre to the MS of the Hospital before installation. Added Para: The service Provider Should Submit an OEM Certificate on OEM letterhead, stating that it would support the equipment model quoted and would not discontinue the service of the equipment for the next 10 years</p>
Clause: 7.12 & 7.13	
<p>The CT scan and MRI machine provided must be AERB, US FDA / European CE approved (of any reputed brand like Philips / Siemens / GE / Toshiba etc) and it is the responsibility of the service provider to modify room layout of the installation site as per AERB guidelines and get license from AERB to run CT scan and MRI machines at the hospital premises and to fulfil radiation safety requirements and PCPNDT etc. It is the responsibility of the service provider to employ Radiation Safety Officer (RSO) for CT scan and MRI machine under their operation. The regulatory compliance for the centre from all the required authorities, local or national will be the responsibility of the service provider.</p>	<p>The CT scan and MRI machine provided must be AERB, US FDA / European CE approved (of any reputed brand like Philips / Siemens / GE / Toshiba etc) and it is the responsibility of the service provider to modify room layout of the installation site as per AERB guidelines and get license from AERB to run CT machine at the hospital premises and to fulfil radiation safety requirements and PCPNDT(for both CT & MRI) etc. It is the responsibility of the service provider to employ Radiation Safety Officer (RSO) for CT scan and MRI machine under their operation. The regulatory compliance for the centre from all the required authorities, local or national will be the responsibility of the service provider. (Hospital authorities would facilitate if required, however any financial involvement has to be borne by the service provider)</p>
Clause 7.15	
<p>Structural modification will be permitted but can be done only with prior approval of MS and at cost of Service Provider.</p>	<p>Structural modification will be permitted but can be done only with prior approval of MS and at cost of Service Provider. Added Para: Hospital Authorities would support and facilitate any clearances that may be required, However, any financial involvement has to be borne by the service provider.</p>
Clause:7.21	
<p>Radiologist should be available to attend cases round the clock. Service Provider should submit doctor / Employee duty roster to the hospital administration in advance.</p>	<p>The service provider should ensure the availability of at least one radiologist at the facility with minimum qualification as defined below:</p> <ul style="list-style-type: none"> ● M.D. in Radiodiagnosis from an MCI recognised Institute with 1 year as Senior Resident in a recognized Medical College. or ● DNB from an MCI recognised Institute with 2 years as Senior Resident in a recognized Medical College/ <p>A Fixed Retainership Fee of Rs, 75,000 per month for only one Radiologist would be paid to the service provider, by the authority till the medical college recruits its own radiologist. The radiologist kept on retainership fees by the authority could be counted (at discretion of Authority on need basis) as faculty during MCI Inspections. The Service Provider / Radiologist shall submit "No Objection Certificate" regarding this while signing the Contract. Telereporting is not allowed.</p>

Existing	Read as
Clause 7.24 (Services)	
<p>The Patients referred from the Hospital has to be given due priority over an outside Private Patient. Maximum permissible time for service delivery to Hospital Patients shall be 2 hours for CT Scans and 24 hours for MRI Scans from the time of registration. All emergency cases such as Head Injuries Trauma etc need to be dealt with in 1 hour. Hospital referred patients will be registered immediately without any delay.</p>	<p>The Patients referred from the Hospital has to be given due priority over an outside Private Patient. Maximum permissible time for service delivery (from registration to scan) to Hospital Patients shall be 2 hours for CT Scans registered from 5 P.M to 8 A. M) , 6 hours for CT Scans registered from 8 A.M to 5 P. M) and 24 hours for MRI Scans from the time of registration. All emergency cases such as Head Injuries Trauma etc need to be dealt with in 1 hour. Hospital referred patients will be registered immediately without any delay.</p>
Clause:7.26	
<p>The Service Provider has to provide 24 X 7 uninterrupted CT/MRI services by posting qualified required work force at the CT/MRI Unit.</p>	<p>The service provider should ensure the availability of atleast one radiologist at the facility, and at odd hours the radiologists should be available on call basis.</p>
7.28	
<p>All drugs and dressings if required should be provided at the CT/MRI centre by the Service Provider and Patients referred from the Hospital will not be asked to purchase any item.</p>	<p>All drugs and dressings required for conducting the CT & MRI scans should be provided at the CT/MRI centre by the Service Provider and Patients referred from the Hospital will not be asked to purchase any such item.</p>
7.29	
<p>The CT/MRI centre should have prior arrangements to shift such patients to other specialty centres for management of complications. The cost of management of such complications shall be borne by the Service Provider without any liability, responsibility of the Hospital</p>	<p>The CT/MRI centre should have prior arrangements to shift such patients to the appropriate specialty centres (other super specialty, if facility is not available in GMC) for management of complications. The cost of management of such complications shall be borne by the Service Provider without any liability, responsibility of the Hospital</p>
14. TECHNICAL BID	
<p>1) EMD of Rs, 40,00,000 (Forty lakhs) in form of Bank Draft / Bankers cheque / Bank Guarantee till Performance of Promise by Service Provider each for respective GMC .</p>	<p>1) EMD as applicable for each Schedule (Bidders are free to bid for one or more schedules); i.e Schedule: 1- Sagar, Datia, Ratlam, Vidisha (EMD : 20 Lakhs) Schedule 2: Jabalpur, Chhindwara, Shahdol (EMD : 15 Lakhs) Schedule 3: Indore, Shivpuri, Khandwa (EMD : 15 Lakhs) in form of Bank Draft / Bankers cheque / Bank Guarantee till Performance of Promise by Service Provider each for respective GMC .</p>
18. PENALTIES & TERMINATION	
18.1 Delay in Installation	
<p>The successful bidder is required to install brand new CT machine as mentioned above within 3 months of signing of the agreement and brand new MRI machine within 5 months of signing of the agreement. Any delay beyond stipulated 5 months would attract a penalty of Rs.50,000 (Fifty Thousand only) per week. The delayed installation penalty would be allowed to accrue to a maximum of 5 lakhs (10 weeks). If the satisfactory installation is not done in the allotted and penalty time,</p>	<p>Delay in Installation: The successful bidder is required to install brand new CT machine as mentioned above within 3 months of signing of the agreement or handing over of site with availability of power and water at site (whichever is later) and brand new MRI machine within 5 months of signing of the agreement or handing over of site with availability of power and water at site (whichever is later). Any delay beyond stipulated 5 months would attract a penalty of Rs. 50,000 (Fifty Thousand only) per week. The delayed installation penalty</p>

Existing	Read as
i.e., the total of 5 months from the date of signing of agreement, the Authority is free to forfeit the performance guarantee and terminate the contract agreement (partial or full) and blacklist the service provider for 2 years for providing any service to the Hospital. In case of partial termination of the contract, proportionate performance security shall be forfeited.	would be allowed to accrue to a maximum of 5 lakhs (10 weeks).If the satisfactory installation is not done in the allotted and penalty time, i.e., the total of 5 months from the date of signing of agreement, the Authority is free to forfeit the performance guarantee and terminate the contract agreement (partial or full) and blacklist the service provider for 2 years for providing any service to the Hospital. In case of partial termination of the contract, proportionate performance security shall be forfeited.
18.2 Service penalty	
A) Penalty for delays in Service Delivery(both scanning and delivery of Reports) beyond time limits as stipulated in clause 7.24 & 7.33 above, penalties shall be imposed as below.....	A)Penalty for delays in Service Delivery (Scanning only: Time span for Penalty Calculation would be Time of registration to Time of Scan only.) beyond time limits as stipulated in clause 7.24 & 7.33 above, penalties shall be imposed as below.....
B) In case of non-working of machines due to breakdown/Preventive maintenance/Up- gradation, the service provider will have to get them functional within 72 hours. In case, the breakdown is not rectified in 3 days then after that Rs 10000.00 (Rs. Ten Thousand only) per day will be charged, as penalty charges	B) In case of non-working of machines due to breakdown/Preventive maintenance/Up- gradation, the service provider will have to get them functional within 120 hours. In case, the breakdown is not rectified in 5 days then after that Rs 10000.00 (Rs. Ten Thousand only) per day will be charged, as penalty charges
19. PERFORMANCE GUARANTEE	
Performance Guarantee of Rs. One Crore (for each Medical College, wherein the bidder is awarded Letter of Award) in the form of Bank Guarantee from Scheduled Bank valid upto 3 month beyond the end date of the contract including extended period , if so allowed ,have to be submitted to the Medical Superintendent or Dean of the respective GMC/Hospital.	Performance Guarantee of Rs. 25 lakhs(Two PBGs of 15 Lakh and 10 Lakh) (for each Medical College, wherein the bidder is awarded Letter of Award) in the form of Bank Guarantee from Scheduled Bank valid upto 3 month beyond the end date of the contract including extended period , if so allowed ,have to be submitted to the Medical Superintendent or Dean of the respective GMC/Hospital. However, Rs.10 Lakhs will be released after 3 months of installation and successful running of the facility.
Clause 21; OTHER TERMS AND CONDITIONS, Technology Up gradation:	
Review by a Board appointed by Authority upon assessing the need for a technology up gradation. Such reviews should not be made in less than one year.	Review by a Board appointed by Authority for assessing the need for a technology up gradation. Such reviews would be restricted to Software upgrades and should not be made in less than Two(02) years. However, hardware upgradation reviews would be made after the contractual period, i.e, 10 years and the contract renewal/ Extension would be done only after such review.(Also applicable to clause 5.1)

Added Clause:**22. Bids by Joint Venture/Consortium -**

Not more than Two bidders/ may form a “Joint Venture” among themselves or by including some other firms having required expertise/ experience and submit the offer in the name of “Joint Venture” company.

Bids submitted by a joint venture of two firms as partners shall comply with the following requirements:

- a) The Bid, and in case of a successful Bid, the Form of Agreement, shall be signed so as to be legally binding on all partners;
- b) The lead members of the JV/ Consortium firm should have a majority (at least 51%) share of interest in the JV/ Consortium firm. The other members shall have a share of not less than 20% each in case of JV firms.
- c) The lead partner should comply to all the essential qualifying conditions of the tender document.
- d) A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same Bid.
- e) In case of JV, the Bid shall be submitted only in the name of the JV firm and not in the name of any constituent member.
- f) one of the partners shall be nominated as being in charge(lead partner); and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- g) the partner in charge (lead partner) shall be authorized to incur liabilities and receive instructions for and on behalf of any or all of the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge;
- h) The Lead partner shall be responsible to the various penal and financial clauses in this tender document. The responsibilities and liabilities among the consortium partners will form part of the agreement.
- i) all partners of a joint venture shall be jointly and severally liable for execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful Bid);
- j) A scanned copy of certified copy of the agreement entered into by the joint venture partners shall be attached in the online Bid. Bidder shall produce original copy of agreement whenever demanded by the Board. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligations shall be furnished in the agreement.
- k) Once the bid is submitted the agreement shall not be modified/alterd/terminated during the validity of the bid. In case the bid fails to observe/comply with this stipulation, the full bid security shall be forfeited. In case of successful/qualified bidder, the validity of this agreement shall be extended until the contract expires.
- i) Documents to be enclosed by the JV firm along with the Bid: Notary certified copy of the Partnership Deed.
- j) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
- k) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.
- l) Joint venture/Consortium agreement shall be on Rs.100/- stamp duly notarized and submitted with the Technical Bid to identify all the partner of JV/consortium and confirm that each of them individually is a proper legal or corporate entity. It is also most important that a lead partner be identified that will provide a "single point of contract" and "be responsible on behalf of the consortium/JV."
- m) In case of consortium/JV, lead partner shall enter into agreement with the authority, Other would confirm the agreement. Joint venture members shall authorize lead members on behalf of

the joint venture firm to deal with the Bid, sign the agreement or enter into contract in respect of the said Bid, to receive payment, to witness joint measurement of work done, to sign other contract documents and similar such action in respect of the said Bid/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.

- n) EMD shall be submitted only in the name of the JV. However in exceptional cases EMD submitted by the lead partner may be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as Bid Security submitted by JV firm.

➤ **The CGHS Bhopal rates a can be accessed from [this link](#) for reference and will be binding on the bidders.**

All other contents of the tender enquiry including terms & conditions remain unaltered.

Note:

- i. Prospective Bidders are also advised to check the website regularly prior to the closing date and time of online submission of bids.
- ii. If EMD is submitted in the form of BG, then the validity of the BG should be at least 225 days from the date of tender opening.