

**REQUEST FOR PROPOSAL**

**For**

**Setting up, Operating, Managing & Maintaining  
Computerized Tomography - CT / MRI diagnostics facility at 10  
GOVERNMENT MEDICAL COLLEGES OF  
MADHYA PRADESH**

**RFP No. HITES/PCD/MP-09RT/CT-MRI/19-20 dated: 10.12.2019**

*Through*



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**Request for Proposal to Set up, Operate, Manage & Maintain CT / MRI diagnostics facility at 10 Government Medical College of Madhya Pradesh**

**RFP No. HITES/PCD/MP-09RT/CT-MRI/19-20 dated: XX.XX.2019**

“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 & MRI diagnostics facility at **6 New Government Medical Colleges at Datia, Khandwa, Ratlam, Vidisha, Shahdol & Shivpuri** and **& 4 existing Govt. medical colleges at Rewa (Super Speciality), Sagar, Indore, Jabalpur on outsource Mode.**

Tender ID	Cluster	College Name	MRI	CT	EMD	Tender processing Fee
CT & MRI diagnostics facility at 6 New Government Medical Colleges at Datia, Khandwa, Ratlam, Vidisha, Shahdol & Shivpuri & 4 existing Govt. medical colleges at Rewa, Sagar, Indore, Jabalpur on outsource Mode						
2019_HLL_37797_1	Cluster - 1	Jabalpur (Super Speciality)	1.5T	64 Slice (with 64 rows of detector)	₹ 10,00,000	₹ 11,800.00
		Vidisha	1.5T	64 Slice (with 64 rows of detector)		
2019_HLL_37797_2	Cluster - 2	Indore (Super Speciality)	1.5T	64 Slice (with 64 rows of detector)	₹ 15,00,000	₹ 11,800.00
		Khandwa	1.5T	64 Slice (with 64 rows of detector)		
		Ratlam	1.5T	64 Slice (with 64 rows of detector)		
2019_HLL_37797_3	Cluster - 3	Sagar	1.5T	64 Slice (with 64 rows of detector)	₹ 15,00,000	₹ 11,800.00
		Datia	1.5T	64 Slice (with 64 rows of detector)		
		Shivpuri	1.5T	64 Slice (with 64 rows of detector)		
2019_HLL_37797_4	Cluster - 4	Rewa (Super Speciality)	1.5T	64 Slice (with 64 rows of detector)	₹ 10,00,000	₹ 11,800.00
		Shadol	1.5T	64 Slice (with 64 rows of detector)		

(2) Tender timeline:

Sl. No.	Description	Schedule
a.	Last date for receipt of Pre-bid queries	18.12.2019, 10:00
b.	Pre-bid meeting date, time	19.12.2019, 11:00 <b>Basement Conference Hall, DME, Satpura Bhawan, Bhopal.</b>
c.	Closing date & time for submission of online bids	08.01.2020, 13:00
d.	Closing date & time for submission of <b>tender processing fee and EMD in physical form*</b>	09.01.2020, 14:00
e.	Time and date of opening of online bids	09.01.2020, 14:30
f.	Venue for :- • Submission of tender processing fee, EMD in physical form. • Tender Opening-Tech Bid	<b>DME, 6<sup>th</sup> Floor, Satpura Bhawan, Bhopal.</b>

**\*Bidders have to submit Original Bank Instruments for tender processing fee and EMD within the above mentioned date and time.**

**SPECIFIC Instructions for e-Tender Participation:-**

- (1) Bidders should have valid Class 3 Digital Signature Certificate with encryption.
- (2) Interested bidders are advised to download the complete Tender Enquiry document from the websites [www.hllhites.com](http://www.hllhites.com) or [www.lifecarehll.com](http://www.lifecarehll.com) or <https://etenders.gov.in/e procure/app> for complete details. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through CPPP website: <https://etenders.gov.in/e procure/app> only.
- (3) Bidders are advised to follow the instructions, for registering and online submission of their bid(s), as provided in the CPPP website and are requested to read them carefully before proceeding for bidding.
- (4) Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document. The Bidder shall download the Bidding Document directly from the designated websites and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited. Bidders are advised to follow the instructions, for registering and online submission of their bid(s), as provided in the CPPP website and are requested to read them carefully before proceeding for bidding.
- (5) The tenderers shall submit Tender Processing Fee and EMD in physical form at the scheduled time and venue.
- (6) Tenderer may download the tender enquiry documents from the web site [www.hllhites.com](http://www.hllhites.com) or [www.lifecarehll.com](http://www.lifecarehll.com) or [www.e procure.gov.in/cppp](http://www.e procure.gov.in/cppp)
- (7) The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of 'HLL Infra Tech Services Limited' at the scheduled time and venue. **Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt.Organisation.**
- (8) All the tender related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned at point no 9 above.
- (9) Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/representations will be entertained after pre-bid meeting
- (10) All prospective tenderers may attend the Pre Tender meeting. The venue, date and time are indicated above.
- (11) Bidders shall ensure that their bids complete in all respects, are submitted online through e-portal (as described above) ONLY. No DEVIATION is acceptable. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.
- (12) Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission

**IMPORTANT NOTE:-**

**Tender Processing Fee and EMD** (as applicable) should be deposited within the scheduled date & time in the Tender Box located at:

**Directorate of Medical Education  
6th Floor , Satpura Bhawan, Bhopal.**

**CEO- HITES**

**RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P**

**Abbreviations & Definitions**

<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also Called signing officer of the respective Bidder.
<b>AERB</b>	Atomic Energy Regulatory Board
<b>Allied Hospitals of GMC</b>	Any Hospital existing in Government Medical College Campus & any other hospital coming up in the campus of Government Medical College, Datia/ Vidisha/ Shahdol/ Ratlam/ Khandwa/ Shivpuri/ Sagar/ Indore/Jabalpur/ Rewa
<b>Authority</b>	CEO/ Dean of respective Government Medical Colleges, Madhya Pradesh
<b>Bid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or Quotation
<b>Bid Security</b>	A security provided to HLL Infra Tech Services by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder</b>	Any person/ firm/ company participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	Documents issued by the HITES on behalf of DME, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>Centre</b>	CT Scan and MRI facility centre
<b>Company</b>	Companies incorporated under Indian Companies Act - 2013
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement.
<b>Contract/ procurement Contract</b>	A contract entered into between the Dean, of the respective Medical College and the successful bidder concerning the subject matter of procurement
<b>CSSD</b>	Central Sterile Supply Department
<b>Day</b>	A calendar day as per GoMP/ GoI.
<b>Firm</b>	As defined at Section 4 of "The Indian Partnership Act-1932" i.e Persons who have entered into partnership with one another are called individually "partners" and collectively a "firm"
<b>Force Majeure</b>	an event beyond the control of the Hospital and the Service Provider, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to "act of God", "war, act of Foreign enemies", "Contamination by radioactivity from any nuclear fuel"
<b>GoMP/Government</b>	Govt. of Madhya Pradesh
<b>GMC</b>	Government Medical College, Datia/ Vidisha/ Shahdol/ Ratlam/ Khandwa/ Shivpuri/ Sagar/Indore/ Jabalpur/ Rewa
<b>GST</b>	Goods and Service Tax
<b>HMIS</b>	Hospital Management Information System
<b>HOSPITAL</b>	Any Existing or Upcomming Hospital at Government Medical College, Datia/ Vidisha/ Shahdol/ Ratlam/ Khandwa/ Shivpuri/ Sagar
<b>INR</b>	Indian Rupee

**RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P**

IPR	Intellectual Property Rights
ITB	Instruction to Bidders
LD	Liquidated Damages
LoA	Letter of Award
MS	Medical Superintendent
NIT	Notice Inviting Tender
Notification	A notification published in the Official Gazette
Outside patients	Patients not referred from the Hospital and allied hospitals of respective Medical Colleges.
PAN	Permanent Account Number
PC	Procurement/ Purchase Committee
PCPNDT	Pre-Conception and Pre-Natal Diagnostic Techniques (PCPNDT) Act, 1994
PS/ SD	Performance Security Deposit/ Security Deposit
MPVAT	Madhya Pradesh Value Added Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by authority and does not include appointment of any person .
Service Provider	Successful Bidder whom the Contract has been Executed.
State Government	Government of Madhya Pradesh (GoMP)
TPA	Third Party Auditors
VAT	Value Added Tax
WO/ PO	Work Order/ Purchase Order

**RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P**

**1. SCHEDULE OF RFP**

1	<b>RFP No.</b>	
2	Scope of Work	Setting up, Operating, Managing & Maintenance of Computerized Tomography - CT & MRI diagnostics facility at <b>6 New Government Medical Colleges at Datia, Khandwa, Ratlam, Vidisha, Shahdol &amp; Shivpuri</b> and 4 existing <b>Government Medical College at Sagar, Rewa, Indore, Jabalpur</b> .
3	Name of the tender issuer	HLL Infra Tech Services Limited (HITES), for and on behalf of Director, Medical Education, Government of Madhya Pradesh
4	Date of issue of RFP document	
5	Last date for submission of pre-bid queries through e-mail	
6	Date of Pre Bid Meeting	<b>19.12.2019</b>
7	Intentionally left Blank	
8	Last Date for Submission of Bids	
9	Date of Opening of Pre-qualification & Technical Bids	<b>09.01.2020</b>
10	Date of Price Bid opening	To be informed later through e-mail and telephone (Bidder should furnish the mobile number and e-mail of the authorized representative)
11	Place of Submission & Opening of Bids	Online for submission & Office of Director, Medical Education, Bhopal for Opening of Bids
12	Intentionally left Blank	
13	Bid Procedure	Two -stage: Online
14	Bid Evaluation Criteria	<b>% discount offered on prevailing CGHS rate list of Bhopal Circle.</b>
15	Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: <a href="http://hllhites.com/tenders">http://hllhites.com/tenders</a> DME website : <a href="http://www.medicaleducation.mp.gov.in/">http://www.medicaleducation.mp.gov.in/</a> Portal: <a href="https://etenders.gov.in/e procure/app">https://etenders.gov.in/e procure/app</a>
16	Bid Security	Cluster wise EMD as defined in page 4 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.



RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P

17	Bid Validity	180 days from the bid submission date.
<p><b>Note:</b></p> <p>1) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.</p> <p>2) No contractual obligation whatsoever shall arise from the bidding document/bidding process unless and until a formal contract is signed and executed between the Deans of respective GMCs and the successful bidder.</p> <p>3) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are only intended to help the bidders to prepare a logical bid-proposal.</p> <p><b>4) The original EMD (Bid Security) shall be submitted by the Bidder physically at DME, 6<sup>th</sup> Floor, Satpura Bhawan, Bhopal latest by the date and time mentioned in the schedule for RFP for physical submission.</b></p> <p><b>5) EMD will be refunded after the finalization of the Tender. EMD will be forfeited if the bidder does not deposit the required performance guarantee within the stipulated period or is not willing to accept the contract after the notification of award.</b></p>		

## 2. INTRODUCTION

It is intended to setup, operate and manage (i/c maintenance) CT scan and MRI Diagnostic facility for the patients of allied Hospitals of 08 GMCs in Madhya Pradesh. For setting up this facility the respective GMC will provide constructed building **on as-is and where-is basis** in their Hospital premises, where the Service Provider will construct/ renovate the facility and install, operate, manage & maintain a 64 Slice CT Scan (whole body scan) and 1.5 Tesla MRI machine (whole body scan including whole spine scan) for providing diagnostic services to the patients. The approximate number for OPD / IPD patients of Hospitals is stated at Appendix 1.

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 against RFP from qualified and experienced Organizations for Setting up, Operating, Managing & Maintenance of Computerized Tomography - CT & MRI diagnostics facility at **6 New Government Medical Colleges at Datia, Khandwa, Ratlam, Vidisha, Shahdol & Shivpuri** and 4 existing **Government Medical College at Sagar, Indore, Rewa & Jabalpur**.

## 3. INTENTION

- 3.1 To establish a well Equipped 64 slice (with 64 rows of detector) CT machine and 1.5 Tesla MRI machine at all **6 New Government Medical Colleges at Datia, Khandwa, Ratlam, Vidisha, Shahdol & Shivpuri** and **4 existing Govt. medical colleges at Rewa, Sagar, Indore, Jabalpur on Outsource Mode**.
- 3.2 The Service Provider will procure all equipment, material, qualified consultants and required manpower and provide 24 x 7 CT/MRI services to patients of the allied hospitals of 10 Medical Colleges in M.P. The Service Provider will have all responsibilities of procurement, operation and management i/c maintenance of all the equipment and other required medical and non-medical items including all back-up services for the centre at his own cost. **The Service Provider shall perform all tests / Scans as mentioned in the CGHS rate List.** For tests that are not mentioned in the CGHS list, but machines and service Provider are capable to perform, can be done on rates decided by the Committee constituted by Authority (rates for additional test should be properly justified and must be linked to CGHS rates only).
- 3.3 Hospital shall provide operational space at GMC as per Appendix 2 to the Service Provider on rent free basis.
- 3.4 The diagnostic scanning charges are to be kept at quoted discount on Non NABL rates for CGHS Bhopal circle rates for all patients irrespective of patients referred by Hospital or outside Private Patients. However, after the center gets NABL accredited, as mentioned in 7.38 then the quoted discount on "NABL rates for CGHS-Bhopal circle" will apply.
- 3.5 Scan Charges for patients referred from Hospital (as Free) would be paid by Authority to the service provider on his submission of bills on a monthly basis.
- 3.6 For other patients (irrespective of 'referred by the Hospital' or 'private') charges as described in clause 3.4 would be collected directly by the service provider.

## RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P

- 3.7 The responsibility of reporting of CT & MRI studies of patients referred from GMC & allied hospitals will be undertaken by the Teaching Staff of Radiology department of GMC (if available). The reporting of all other patients referred from elsewhere will be the responsibility of the service provider. The responsibility of quality and technical appropriateness of the study will lie with the service provider which will be verified by the reporting radiologist. The reporting radiologist will not be liable to take responsibility of reporting / turn around time / deficiency in case of a sub-optimal study. In case of second opinion/ expert opinion required by the faculty, the service provider should arrange for the same in the best interest of the patient.
- 3.8 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 has to ensure the availability of at least one radiologist in the facility of GMC where he is the successful bidder with minimum qualification as defined below:

- I. 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.

- II. A Fixed Retainership Fee of Rs, 75,000 per month for only one Radiologist would be paid to the service provider, by the authority (if the authority utilizes the services of Service provider's radiologist for reporting of Hospital referred patients or till the medical college recruits its own radiologist).
- III. The radiologist kept on retainership fees by the service provider could be used by the authority for Counting (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.
- IV. Telereporting is not allowed

#### 4. ESSENTIAL QUALIFYING CONDITIONS

The bidders fulfilling all the following conditions would be eligible to apply.

- 4.1 Technical: The Service Provider/Bidder/ a member of JV should have the experience of successfully running a diagnostic centre with minimum 16 Slice CT Scan and 1.5 Tesla MRI and providing 5,000 CT / MRI Scans (both inclusive) in last 3 years. Proper Registration Documents and other documents confirming No. of scans performed (on Hospital Letter head or Hospital MIS) in this regard should be submitted.

- 4.2 Financial Status and credibility: The bidder's Hospital/Registered Company / Group/ registered Radiology centre should have minimum annual turnover as mentioned below in each of the last three financial years (2016- 17, 2017-18, 2018-19). The audited (duly by Chartered Accountant) Balance sheets and Profit and loss statements should be submitted.

Cluster 1: Jabalpur, Vidisha : 4 Cr.  
Cluster 2: Indore, Khandwa, Ratlam: 4 Cr.  
Cluster 3: Sagar, Datia, Shivpuri: 4 Cr.

## RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P

Cluster 4: Rewa, Shahdol: 4 Cr.

If a bidder quotes for more than one schedule, the turn over criteria will be applicable cumulatively. A bidder quoting for multiple schedules should indicate their priority Clusters as I, II, III or IV for consideration of price bid opening; This will be applied in case of disqualification in Cluster(s) due to inadequate turn-over or any other reason.

Other: The Bidder should not have been black listed or deregistered by Central / State Government/CGHS at any time.

Affidavit Requirement: The bidder has to submit undertakings in the form of affidavits as per Annexure II & IV.

### 5. PERIOD OF THE CONTRACT

1. Initial period of contract shall be for 05 (Five) years from the date of signing of contract, extendable by another 10 (Ten) (5+5) years on satisfactory performance and Technological Up- gradation of the Machines (as mutually decided and agreed by the committee, consisting of DME, Dean Medical College, Supdt. Medical College, HOD Radiology and Service Provider). The each Five year renewal of contract will be done on similar terms and conditions as the original contract with mutual consent.

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 Coil 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, 05 years and the contract renewal/ Extension would be done only after such review.

### 6. CONDITIONS OF CONTRACT

No subletting of any part or whole of the process /infrastructure / services shall be allowed. On expiry of the contract, the Service Provider will be free to take all the equipment and consumables that are under his ownership, without disturbing the physical infrastructure provided by the Hospital. After expiry of contract term including the extended period a grace period of 4 weeks may be allowed for removal of all infrastructure/ equipment/ consumables from the premises. If not cleared within this time frame, the Medical Superintendent (MS) of the Hospital will be at liberty to dispose of the equipment etc. as deemed fit and get the space vacated

### 7. SCOPE OF WORK - SERVICE PROVIDER

#### INFRASTRUCTURE

7.1 The Service Provider has to establish equip, operate and manage i/c maintenance model a 64 Slice (with 64 rows of detector) CT Scan and 1.5 Tesla MRI Centre in the Hospital, with all the required equipment, men and material. The Hospital will provide a designated space in the already constructed hospital building along with any installed fixtures, fittings, on as is where is basis. The Service Provider can inspect the availability of space and requirement of civil works etc. before submitting the tender with prior appointment with the Medical Superintendent, of the Hospital on any working day

7.2 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

## **RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P**

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. Hospital Authorities would support and facilitate any clearances that may be required, However, any financial involvement has to be borne by the service provider.

7.3 The installation, repair and maintenance of the electrical lines, water pipelines, air conditioning fittings and any other type of fittings inside the building, handed over to the service provider will be the sole responsibility of the Service Provider.

7.4 The Service Provider has to procure at his own cost all medical and non-medical equipment, furniture items, beds, linen, mattresses, stationary, drugs, dressings, consumables, non-consumables, all professional/ non-professional man power and any other material or service required to run the CT/MRI Unit , at his own cost.

7.5 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 center 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.

7.6 The Service Provider must have a backup arrangement for any breakdown of electricity supply, through UPS or Generator etc., at no extra cost to the Hospital.

7.7 The Service Provider has to procure all computers, telephones, internet connection and all other facilities required by him for smooth running of the centre at his own cost.

7.8 The Service Provider has to make his own arrangement inside the building handed over to him for housekeeping and security services, including disposal of bio-medical waste (i.e. shifting/disposal up to the earmarked area in the main hospital).

7.9 No additional facility shall be provided to the Service Provider except the services/facilities mentioned in the document. The Service Provider has to make all other arrangements at his own cost.

7.10 Services of CSSD and Laundry will be responsibility of the Service Provider.

7.11 Equipment must be of Latest Technology launched in India by the manufacturer (as certified by the 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. 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

7.12 The CT scan and MRI machine provided must be AERB, US FDA / European CE/ BIS approved (of any reputed brand like Philips / Siemens / GE / Toshiba / Hitachi etc)

## RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P

The Machine should be brand new and must not be a refurbished machine in any respect (i.e all machine component must be Brand New)

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.

7.13 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)

7.14 Service Provider will be authorized to make changes in fittings, cabling etc. as per the requirement of operating equipment with written permission from hospital administration. .

7.15 Structural modification will be permitted but can be done only with prior approval of MS and at cost of Service Provider. Hospital Authorities would support and facilitate any clearances that may be required, however, any financial involvement has to be borne by the service provider.

7.16 Service Provider will ensure remedial measures with regard to any deficiency in services pointed out by the authorities of the Hospital.

7.17 Service Provider must obtain insurance cover for his equipment in the Hospital at his own cost (for the whole contractual period.).

7.18 The Safety and security of the established centre will be the sole responsibility of the service provider .The Hospital shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the Service Provider while performing duty in the Hospital premises.

### **STAFF**

7.19 All the consultants, specialists, nurses, technicians, Para-medical staff and all other manpower have to be arranged by the Service Provider for the centre at his own cost. The staff deployed should be adequately trained. Service provider will be responsible for their wages, EPF etc. Service Provider has to comply relevant laws of the land including provisions of Minimum Wages Act and other applicable labour laws. The bidder shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the bidder for providing the services, biomedical waste effluent management, bio-safety, occupational and environmental safety.

The service provider should ensure that all the technicians employed at the facility are adequately trained to operate the installed machine(s).

Periodic trainings to the Technician must be organized by the Service Provider

7.20 Service Provider must issue Identity cards and uniforms to the staff. Staff will have to be in uniform on duty.

## RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P

7.21 The service provider has to ensure the availability of at least one radiologist in the facility of GMC where he is the successful bidder with minimum qualification as defined below:

- I. 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
- II. A Fixed Retainership Fee of Rs, 75,000 per month for only one Radiologist would be paid to the service provider, by the authority (if the authority utilizes the services of Service provider's radiologist for reporting of Hospital referred patients or till the medical college recruits its own radiologist).
- III. The radiologist kept on retainership fees by the service provider could be used by the authority for Counting (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.
- IV. Telereporting is not allowed

7.22 There should be a strict check over the activities of the staff members of the facility for malpractices. The centre in-charge will be responsible for any act of Corruption at the centre.

### SERVICES

7.23 Service Provider will provide facility of registration of Patients and integrate his registration software with HMIS of the Hospital. All Hospital patients and outside patients shall register at the HMIS window itself, so as to track & maintain the prioritization of patients (as per clause 7.24). Unique ids, details of patients, waiting time, reports/ scans and other requisite details could be fetched from HMIS and to be enclosed for the purpose of Billing & invoicing

7.24 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.

7.25 Arrangements for handling sudden emergency or other complications has to be notified by the Service Provider

7.26 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.

7.27 Service Provider should make alternative arrangements in the event of breakdown of the services at his own cost. In case the Service Provider fails to make such arrangement and the patient claims any damages before any Forum, it shall be the responsibility of the Service Provider. Service provider shall provide Insurance cover to Staff so that any claim, compensation arising can be met.

## **RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P**

7.28 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.

7.29 The responsibility of managing complications arising out of and during the imaging of patients at the CT/MRI centre lies exclusively with the Service Provider. 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.

7.30 Medico legal liability arising out of and during the course of treatment at the CT/MRI centre shall be the sole responsibility of the Service Provider and MLC cases also to be reported by the radiologist hired by the service provider, because being a teaching institute, faculty/students will spend their precious time in court proceedings rather than teaching / patient care. 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

### **REPORTS & RECORDS**

7.31. Intentionally left Blank

7.32 Service Provider must maintain all medico-legal & other records and should be able to provide them in hard and soft copy (either in CD/DVD/Harddisk/ any other feasible form) to the Hospital Administration & Police on demand.

7.33 The service provider shall submit the hard(CT/MRI Film) and soft copies of the report and images to the hospital and to the Hospital referred patients within the stipulated time mentioned below,

(i) All Head injuries, trauma cases and cases declared as urgent by the referring Hospital will be dealt with within 1 hour

(ii) All routine scans from 8 a.m. to 6 p.m. within 6 hours of scan

(iii) All routine scans from 6 p.m. to 8 a.m. before 12 p.m. of the next/same day

7.34 SMS& Email alerts shall be given to the patients at the time of Registration and should include information such as time slot allotted and expected time of Scan. Alerts/Reports shall also be sent to the patients on their email id once it is generated.

7.35 All Reports and images of Hospital referred patients has to be made available on HMIS of the hospital and PACS (acquired & maintained by the service provider)so that it could be accessed anywhere in the Hospital through System

### **EDUCATION & TRAINING ON FACILITY**

7.36 i. The Service Provider in the presence of his authorized person has to permit at the CT/MRI  
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## **RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P**

centre, the Under Graduate and Post Graduate medical students of the GMC and allied hospital for training purposes without any condition and cost. For Medical education this centre will be considered as an integral part of the Hospital.

ii. The service provider should ensure periodic training of the GMC Radiologists on the installed machine and also in case of any latest technological advancements/ Software up gradation of the machine.

iii. The Service provider will have to provide additional films required by the Radiology faculty . The faculty can ask for a maximum of 75 Nos of films ( inclusive of CT / MRI) and 200 Nos of DVDs per month for teaching purposes

These 75 films would be over and above the films given to the patients.

iv. All cases of academic interest/research purpose will be done free of cost on priority basis. No cost of scan or any material (drugs/contrast material) will be borne by the patient or GMC radiologist.

### **PAYMENT OF THE ANNUAL PREMIUM**

7.37 Space would be awarded Free of Cost to the Service Provider.

### **NABL ACCREDITATION**

7.38 It will be the responsibility of the Service provider to get the CT/MRI Centres NABL accredited within a maximum time limit of 3.5 years from date of GO Live.

## **8. LIABILITIES OF HOSPITAL**

The Hospital will provide space in the building on as is where is basis. Before bidding, the Service Provider is advised to make a visit to the Hospital and see, the infrastructure that is available for the proposed CT/MRI center and assess the feasibility to establish the CT/MRI Unit in consultation with respective Medical Superintendent of the hospitals.

Payment of property tax, and any other property related payments will be the responsibility of the Hospital.

A Liaisoning Officer shall be nominated by the Medical Superintendent, of the Hospital to coordinate with the Service Provider.

Hospital shall maintain an Escrow account in a Public Sector Bank with 3 months rolling fund requirement of Service Provider, in order to ensure timely payments of free cases to Service Provider.

The payment of the Hospital referred free cases of the working month shall be done by the Authority within 30 days of producing bills by the service provider. In case no payment is made

## **RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P**

even after passing of 30 days, a penalty at a rate of SBI base rate+2 % per annum shall be payable by the Authority. If left unpaid till 120 days from the first set of unpaid claims, the concessionaire shall have the right to refuse doing the free cases, till the time the authorities reimburse the Bills of pending free cases”.

Biopsy Needle and Catheter if required shall be provided by the Hospital

Hospital has to give assured referrals to the Service Provider. No patient from the Hospital would be referred to outside Hospital centres.

### **9. INVOICING**

Service Provider must integrate his software with the existing HMIS (Hospital Management Information System) of the Hospital at his own cost including any software or hardware required, if any.

All Patients reporting to the Hospital and needing CT/MRI investigation will be referred to the CT/MRI centre through HMIS. The Service Provider will do the investigation as per the referral request and provide the report. The Service Provider will keep check on the patient's identity.

The details of the referral procedure can be discussed with the MS before starting the CT/MRI centre.

The Service Provider will be expected to raise bills for CT/MRI investigations, along with original referral letters and with other details of Patient (could be fetched from HMIS) and items demanded by the Hospital , on a monthly basis

### **10. LEGAL**

Service Provider will be authorized to make changes in fittings, cables etc. as per the requirement of operating the equipment with prior permission from hospital administration.

In case of change of legal status of Service Provider, fresh agreement will come in force, subject to the condition that the new entity is eligible for running CT/MRI centre.

Force Majeure (section 20) will be applicable to both parties. A party claiming Force Majeure shall exercise reasonable diligence to overcome the Force Majeure event and to mitigate the chances of non-performance of its obligation under the tender.

Any medico-legal issues arising in the course of or out of treatment of patients will be the sole responsibility of Service Provider. The Service Provider will keep the Hospital duly indemnified.

In the event of any dispute or difference arising out to this agreement/contract and/ or in relation to the implementation hereof, the same shall be resolved initially by mutual discussion and conciliation between the Service Provider and Authority. But in the event of failure thereof, the same shall be referred to Director, Medical Education; Sole arbitrator, whose decision thereon shall be final & binding on both the parties. The place of the arbitration will be at Bhopal.

Provisions of Consumer Protection Laws by any name shall be applicable to Service Provider.

## RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P

Compliance of all the applicable Laws of land including Minimum Wages Act, ESI Act, EPFO, Income tax, service tax, GST etc. shall be the responsibility of Service Provider. The Service Provider shall ensure due compliance of all labour laws during the period or setting up, maintenance and running of the CT/MRI centre.

The Service Provider shall keep Hospital indemnified against any claim, litigation, and proceedings on this account.

### 11. FINANCIAL CONDITIONS

Optimum utilization of the proposed CT/MRI Unit is expected but for actual work load of patients in the Hospital the bidder is advised to visit the Hospital premises and analyze the work load accordingly and may seek time with the Medical Superintendent of the Hospital regarding clarifications.

Clause No 3.3, 3.4 and 3.5 for Diagnostics Scanning Charges should be referred.

### 12. PERFORMANCE MONITORING

The Hospital will be free to monitor the quality of services rendered by the Service Provider on a periodical basis. Any shortcoming will be communicated to the Service Provider in a written format and Service Provider will be responsible for rectification/action if any. Monthly statistics relating to tests done must be sent to the Hospital Administration by 10th of the following month by the Service Provider.

Regular patient satisfaction survey shall be carried out by the Hospital and shared with the Service Provider. Corrective action taken needs to be intimated in writing by the Service Provider.

The authorized person of the Hospital shall have the right to inspect the Centre at any time.

The Service Provider will nominate an official for liaison work and performance monitoring.

### 13. PREPERATION & SUBMISSION OF THE PROPOSAL

The bids shall be submitted online as follows:

**Technical Bid for all GMCs in a cluster Should be Submitted together.**

Financial Bid as per Format attached at **Annexure-VI**.

### 14. TECHNICAL BID

- 1) Cluster wise EMD as defined in page no.4 in form of Bank Draft / Bankers cheque / Bank Guarantee till Performance of Promise by Service Provider each for respective GMC .
- 2) Confirmation regarding furnishing Performance Guarantee in case of award of contract.
- 3) Original RFP document duly stamped and signed on each page.
- 4) Particulars of the bidder, Incorporation Certificates....
- 5) Copy of the Income Tax Returns acknowledgement for last three financial years.

## RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P

- 6) Copy of audited accounts statement for the last three financial years.
- 7) Authority of authorized signatory to tender documents.
- 8) Copy of the certificate of registration of GST (or any applicable taxes) with the appropriate authority valid as on date of submission of tender documents.
- 9) A duly notarized declaration from the bidder, that the firm has neither been declared as defaulter or black-listed by any competent authority of Government of India OR Government of any State.
- 10) AFFIDAVITS: The bidder has to submit affidavits as per annexure II & IV and upload them with e-tender.
- 11) Annexure X: Self Declaration certificate from OEM, stating that Machine supplied would be brand new (without use of any refurbished part) and would be under CMC at rates indicated in the certificate for the period of the contract upon receipt of timely CMC payments to the OEM by the Service provider.

The price bids of only Technically Responsive bidders will be opened.

### 15. FINANCIAL PROPOSAL BID

Bidding Criterion would be highest % discount on prevailing CGHS rate list of Bhopal circle, offered for each Medical college of the cluster.

- a) All bidders have to compulsorily bid for all GMCs in a particular Cluster.
- b) The bidder has to quote % discount rate applicable for each Medical College of the cluster (up to 2 decimal points). All the discounts will be applicable on the CGHS rates (Bhopal Circle).
- c) HI bidder for the GMC would be awarded the Contract
- d) Contract would be individually awarded by the respective GMC to the respective H1 bidder.

Clusters are defined below:

Cluster 1:	Jabalpur, Vidisha
Cluster 2:	Indore, Khandwa, Ratlam
Cluster 3:	Sagar, Datia, Shivpuri
Cluster 4:	Rewa, Shahdol

In case of non-acceptance of Notification of Award for any of the GMCs by the successful bidder so selected, all the EMDs submitted by such bidder in other GMCs would be forfeited and all the Notification of Awards issued to the bidder in other GMCs would be cancelled. Further, the bidder would be black listed for a period of 10 years to participate in any bid of Medical Education Department of Madhya Pradesh.

### 16. SELECTION PROCESS

Evaluation shall be done on the basis of electronically submitted Data

A Pre-Bid conference shall be held on a fixed date and time after the request for proposal is being advertised well before the last date for bid submission in the hospital. The authorised representatives from the respective medical colleges shall clarify any doubt on the subject.

Technical evaluation of the proposals shall be carried out by a committee duly constituted by

## **RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P**

authority. Along with the scrutiny of the proposals, the committee may even visit the premises of the bidders to assess and confirm their capabilities as mentioned in the bid. Among all the bidders, those who are eligible as per essential qualification requirement (as listed in the clause 4 of the RFP) will be considered technically qualified.

The Financial bids of the technically qualified bidders will be opened by the committee, in presence of the bidders if they wish to attend.

The bidder who will offer maximum % discount on prevailing CGHS rate list of Bhopal Circle will be awarded the Project.

Letter of Acceptance (LOA) shall be issued by the authority, to the selected Bidder to sign the agreement as at ANNEXURE VIII within 7 days of the receipt of LOA, along with submission of Performance Guarantee as per format attached at Annexure VII.

Final selection of the bidder is at the discretion of the committee constituted by the authority.

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

The committee constituted by the authority shall have full right to accept or reject any or all the tenders without assigning any reason thereof, at any stage.

## 17. RIGHT TO ACCEPT OR REJECT ANY OR ALL THE PROPOSALS

Notwithstanding anything contained in this RFP document, the authority reserves the right to accept or reject any proposal and to annul the selection process and reject all the proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

The authority, reserves the right to reject any bid(s) if any of the following happens:-

- a) At any time, a material misrepresentation is made or uncovered.
- b) The Bidder does not provide within the time specified, the supplemental information sought by HITES/authority for evaluation of the bid (s). Such misrepresentation/ improper response shall lead to the disqualification of the Service Provider.
- c) Bidder's failure to submit sufficient and complete details for evaluation of bid within the prescribed time. No bid will be accepted after due date and time.
- d) Bids received without pre-qualification documents, as required.
- e) Bidders not meeting the pre-qualification criteria stipulated in the tender.
- f) Bidders not agreeing to furnish required security deposit.
- g) Bids/quotations not received through the prescribed procedure.
- h) The decision of the authority to accept or reject any or all of bid(s) shall be final and binding.

The authority reserves the right to verify all the statements, information and documents submitted by the bidder in response to the RFP. Any such verification or lack of such verification by the authority shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of the authority there under.

## 18. PENALTIES & TERMINATION

Delay in Installation

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 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.

The service provider has to give a certificate in writing to the Authority about the completed installation of the CT /MRI machines and the contract period shall start from the date of "GO LIVE" issued by the Authority

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In case of incomplete civil infrastructure space being provided for establishing CT/MRI Scan facility, the date of handing over of the completed civil infrastructure/space shall be taken for counting the penalty for installation.

### Service penalty

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.....

	1 hr delay	more than 1 hr and less than 4 hr delay	4 hr & beyond
10% Scan	Waived	30% penalty	50% penalty
more than 10% and upto 40 % scans	10% penalty	30% penalty	50% penalty
40% & beyond	20% penalty	30% penalty	50% penalty

- B) In case of non-working of machines due to breakdown/Preventive maintenance/Upgradation, the service provider will have to get them functional within 120 hours. In case, the breakdown is not rectified in 5 days then Rs 10000.00 (Rs. Ten Thousand only) per day will be charged, as penalty charges. The time permissible, without penalty, in a stretch is 5 days and beyond that it shall attract penalties. Summing up all such events of non penalty in a calendar year permissible are 18 days, making an up time of 95 % for the service.. The uptime calculations shall be done every 6 months hence this means that the service should not be down for more than 9 days in every six months, otherwise Rs 10,000.00 (Rs Ten Thousand only) per day penalty charges will be applicable .
- C) The maximum permissible downtime with penalties is 45 days in a calendar year and maximum 7 days in a month. After this duration the Hospital is free to forfeit the performance security, terminate the full or partial contract agreement and may blacklist the service provider. Preventive Maintenance must be done preferably during weekends with an advance written notice of at least 48 hours to the Authority. However, if the service provider is arranging CT/MRI scan from other facility (with same specification) in the city in given time(at its own cost including transportation) then this penalty shall not be imposed.
- D) All the Scan charges shall remain same as agreed in the contract above and not the amount actually incurred by the Service Provider.

### Right to Deduct

Authority would be in its right to deduct any payment from monthly bills with regard to any

## RFP for CT / MRI diagnostics facility at 10 Medical Colleges in M.P

penalties levied and any dues not paid by the service provider to any third party (that had rendered service to the service provider) and the Agreed Annual Premium not paid to the Hospital

### **Termination**

If the Service Provider fails to carry out his obligation under the contract OR if the service provider has been charged with more than 4 penalties in a financial year against clause 18.1 & 18.2 of the contract, the Authority may by termination notice of not more than 14 days shall require the service provider to explain the reasons of failure to carry out obligations as per the contract

The Authority will be entitled to terminate the contract, if the service provider:

- a) fails to reply satisfactorily/comply with the notice issued as mentioned above..
- b) abandons the services or otherwise which plainly demonstrates the intention not to continue performance of his obligations under the contract.
- c) becomes bankrupt or insolvent and has any administrative or Judicial order against him
- d) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity or commission or other thing of value, as an inducement or reward ( for doing or forbearing to do any action in relation to the contract)
- e) The contract could be mutually terminated with notice period of 6 months.

In any of the events or circumstances mentioned at (a), (b) , (c), (d) and (e) above , the Authority may upon giving 14 days notice to the service provider, terminate the contract and forfeit the performance Guarantee

### **Vacating premises after Termination of Contract**

After the termination or completion of the term of contract, the service provider has to immediately vacate the premises and take away only the CT Scan and the MRI Machines with their Accessories. The service provider is required to leave the entire infrastructure (with its interiors) with Air conditioners and other electrical fittings in place for the future use of the Hospital (at No cost to the Hospital). While vacating the premises the service provider is required to do the minimal damage to the infrastructure. The service provider has to vacate the premises within one month of the end date of the contract or the date of termination of contract whichever is earlier.

Service Provider have to clear any balance fees, bills, invoices (of any third party including Electricity, water , security , mess etc ; that had rendered services to the service provider ). In case the service provider does not clear the same ,the Authority shall recover these dues from the amount to be paid to the service Provider or by forfeiting the performance guarantee or a part thereof.

In case, the Service Provider does not vacate the premises within one month, a penalty of Rs 10000/- (Ten thousand) per day shall be applicable on Service Provider till the date of complete exit.

For this an exit document need to be signed by the concerning authority. In case of nonpayment of penalty, performance guarantee would be invoked.

## **19 PERFORMANCE GUARANTEE**

Performance Guarantee of Rs. 25 lakhs (Two PBGs of 15 Lakh and 10 Lakh) (for each Medical HITES/PCD/MP-09RT/CT-MRI /19-20 dated: 10.12.2019



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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.

In case the Service Provider does not fulfil the contractual obligations the performance guarantee amount may be forfeited.

Performance guarantee has to be deposited within seven days from the letter of award made to the Service Provider over e-mail/dispatch of hard copy.

## 20 FORCE MAJEURE

### 1.1 Definition of Force Majeure

"Event of Force Majeure" means an event beyond the control of the Authority and the Service provider, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

1.1.1 Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);

1.1.2 War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;

1.1.3 Rebellion, revolution, insurrection, or military or usurped power, or civil war;

1.1.4 contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

1.1.5 Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or

1.1.6 Acts or threats of terrorism.

### 1.2 Consequences of Force Majeure Event

1.2.1 Neither the Authority nor the Service provider shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

1.2.2 The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

1.2.3 If and to the extent that the Service provider is prevented from executing the Services by the Event of Force Majeure, while the Service provider is so prevented the Service provider shall be relieved of its obligations to provide the Services but shall endeavour to continue to perform its obligations under the Contract so far as reasonably practicable [and in accordance with Good Operating Practices], [PROVIDED that if and to the extent that the Service provider incurs additional Cost in so doing, the Service provider shall be entitled to the amount of such Cost [COST BEING DEFINED AS HAVING NO PROFIT COMPONENT] (the Service provider having taken reasonable steps to mitigate the Cost)].

1.2.4 If an Event of Force Majeure results in a loss or damage to the Facility, then Service provider

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shall rectify such loss or damage to the extent required by the Authority, PROVIDED that any Cost of rectification (less any insurance proceeds received by the Service provider for the loss or damage) is borne by the Authority (the Service provider having taken reasonable steps to mitigate the Cost).

1.2.5 [The Contract Period shall be extended by a period of time equal to the period of interruption caused by an Event of Force Majeure.]

### 21 OTHER TERMS AND CONDITIONS

#### Technology Up gradation:

- a) 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 Coil 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, 05 years and the contract renewal/ Extension would be done only after such review.(Also applicable to clause 5.1)
- b) Upon declaration of any National or International guideline accepted by the Government prohibiting the use of earlier (currently installed) technology.

#### Intellectual Property

- a) All the images scanned by the Service Provider are the Intellectual Property of the Government of MP., and the Service Provider has to mandatorily store the Soft copies in the form of DICOM or other image format that could be opened and viewed on an open source software program on a computer in future. All the images are to be retained and handed over to the Government when ever asked for or at the time of exit without any charge
- b) These images could be used only for Research purpose or publication purpose by the service provider only after a written consent from the indenter.

#### Scan

- a) A test would be called as repeat test subject to imaging errors/resolution or wrong part being scanned or wrong patient being scanned. IN THIS CASE repeated test would be performed free of charge. If a test is performed without a contrast and later for proper visualization it is found by experts that a contrast test has to be performed then the second test shall be counted a new test and would be chargeable to the patient / Government..
- b) A no-fee or a FREE SCAN receipt shall be provided by the Service Provider to every patient for whom the scan has been done free as per the Government criteria. This shall be done only for a proper test requisition form from the Hospital bearing proper OPD/IPD number and signature of the requesting Doctor and counter signed by competent authority clearly marking FREE on the request form. These forms are to be retained for future payments after validation. A copy of all such receipts shall be submitted on a monthly basis by the service provider to the Authority. This will form the basis of monthly payment by indenting authority to the Service Provider for the said services. All receipts shall be subjected to a third party annual audit and the audit report submitted as part of annual work report of the Service Provider for that facility.

#### Documentation

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

- a) Daily patients register including outside as well as for patients referred by Allied Hospitals/GMC to be separately maintained.
- b) Log book for record of any breakdown/shut down of the machine/facility.

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- c) The service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the C.T./MRI Scan facility. The Service Provider may however refer the test to another center in case of breakdown/shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred center.

### 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

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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.

**PERSONAL DETAILS OF THE BIDDER**

1	Name Of Tendering Hospital/Institution/Company	
2	Name of Owner/ Director(s)	
3	Full Particular of Office	
	a) Address  b) Contact No c) Fax No d) Email	
4	PAN Service tax Registration No	
5	Details of EMD a) Amount b) DD /PO No c) Drawn on Bank	
6	Name & Contact Details of Representative	

**Signature of authorized signatory**

**Name:**

**Place:**

**Seal**

**Format for Affidavit certifying that Entity/Promoter(s)/ Members of Entity are not Blacklisted**

**Affidavit**

I, M/s ..... , (the names and addresses of the registered office)

hereby certify and confirm that we or any of our promoter(s) /partner(s) are not barred by or blacklisted by any state government or central government / department / organization in India from participating in Project/s, either individually or as member of a Consortium as on the \_\_\_\_\_(Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and performance guarantee may be forfeited.

Dated this .....Day of ....., 2019.

Name of the Applicant

Signature of the Authorized Person

Name of the Authorized Person

**Format for Power of Attorney for Signing of Application**

*(On a Stamp Paper of relevant value)*

**Power of Attorney**

Know all men by these presents, We M/s -----

-----

-----

(Name and address of the registered office) do hereby constitute, appoint and authorize Mr /Ms.....

-----

(Name and residential address and PAN), duly approved by the Board of Directors in their meeting held on (Copy of board resolution enclosed), 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 our bid for "RFP for Establishing CT & MRI centre in 10 medical Colleges in M.P" including signing and submission of all documents and providing information / responses to the respective Medical College/ Hospitals, representing us in all matters before the respective Medical College/ Hospitals in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the .....-day of 2019

For\_\_\_\_\_

(Name, Designation and Address) Accepted \_\_\_\_\_

(Signature)

(Name)

**AFFIDAVIT**

1. I, ..... Son / Daughter of  
Shri..... Owner/Authorized Signatory of

..... am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same and will abide to all if selected.

3. The information, documents, data of financial status and credibility, details of CT & MRI Unit operations , experience details etc. Furnished along with the tender bid are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4. I further certify that I own a diagnostic centre with minimum 64 Slice(with 64 rows of detector) CT Scan and 1.5 Tesla MRI and have experience of 5,000 CT & MRI Scans ( both inclusive)In case my proposal/tender is accepted I assure that :

a. Radiologist will be appointed by us exclusively for the proposed CT & MRI centre at the respective , GMC, and will ensure his availability to attend cases round the clock as per terms defined in the document.

b. I will arrange all the consultants, specialists, nurses, technicians, Para-medical staff and all other man power required for efficient disposal of services as per terms defined in the document.

c. For the proposed CT/MRI Centre(s) in addition to above conditions we shall provide only newly purchased equipment (as per Annexure X) and staff as per standard norms for the proposed services.

d. I have appraised myself fully about the job to be done during the period of agreement and also acknowledge to bear consequences of non performance or deficiencies in the services on my part.

Signature of the authorized signatory

Date:

Full Name:

Place:

Company's Seal:

N.B.: The above declaration, duly signed and stamped by the authorized signatory of the company, on stamp paper and duly notarized, should be enclosed with Technical bid.

Delete whatever is not applicable.



**FINANCIAL INFORMATION**

**Name of Institution/Company:**

<b>Annual turnover of last three Financial years with details (CA Audited Balance sheet &amp; Profit and Loss Statement to be submitted)</b>		
<b>Years</b>	<b>Turnover (in INR )</b>	<b>Profit after Tax</b>
2016-17		
2017-18		
2018-19		

Signature of authorized signatory

Name:

Place:

Seal:

**FINANCIAL BID**

We, hereby, offer to deliver the services in accordance with your tender dated .....

The Financial Proposal of our firm is, that we shall offer the following percentage discount (from prevailing CGHS Bhopal rates and as amended time to time) to the colleges in the quoted cluster as per below table.

Cluster Name: .....	CT Offered	MRI Offered	Percentage (%) Discount Quoted (up to two decimal points)
GMC _____	64	1.5T	
GMC _____	64	1.5T	
GMC _____	64	1.5 T	
GMC _____	64	1.5 T	

We also confirm that, we shall keep the discount applicable on the diagnostic scanning charges at prevailing CGHS (Central Government Health scheme), Bhopal rates and as amended time to time.

Sincerely

.....  
Signature of Authorized Signatory

Name:

Designation:

Mobile No.:

Email Address:

Date:

**BANK GUARANTEE BOND FOR PERFORMANCE WARRANTY**

(To be executed by ANY Scheduled Bank on non-judicial stamp paper)

To

The Dean,  
-----  
-----  
Madhya Pradesh

Dear Sir/Madam,

Sub: Your Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
for \_\_\_\_\_

1. Dean, \_\_\_\_\_ Medical College, on behalf of DME, Government of Madhya Pradesh, have entered into a contract with reference no as given above with \_\_\_\_\_ (herein after referred to as the Service Provider) for the Equip, Operate and management including maintenance a 64 Slice CT Scan and 1.5 Tesla MRI machine for providing diagnostic services to the patients of -----for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract the Service Provider has undertaken to produce a bank guarantee for Rs. ..../- (Rupees.....), for the due fulfilment of its obligations to the Hospital for due performance as per the contract during period of Contract.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the Service Provider that in the event that the Hospital submits a written demand to us that the Service Provider has not performed according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the Service Provider any sum up to a maximum amount of Rs ...../- (Rupees.....). Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the Service Provider, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the Service Provider and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.
5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs.

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..... /- (Rupees ..... ) and the guarantee shall remain in force up to and including the \_\_\_\_  
\_\_\_\_\_ day of being reported to us by you and returned to us duly discharged.

- c. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharge from the liabilities hereunder.
- d. This guarantee shall not be affected by any change in the constitution of our Bank or of the Service Provider or for any other reason whatsoever.

Date:

Sd.....

Place:

Bankers

Seal of the Bank

Witness:

1. ....

2. ....

DRAFT CONTRACT AGREEMENT  
(On Stamp Paper)

**Setting up, Operating, Managing & Maintaining CT / MRI diagnostics facility at  
MEDICAL COLLEGE.**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20-- between the Dean, \_\_\_\_\_ Medical College, \_\_\_\_\_ (hereinafter called The Hospital, which expression will, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Party.

AND

..... (Name of the Service Provider with Address) of the Second Party.

WHEREAS, the first Party The Hospital intends to provide CT & MRI facility to its patients within its own infrastructure through Outsource on Equip, Operate, maintain and Manage model and invited “Request for Proposal” through open advertisement with the same intention AND WHEREAS, -----  
----- (henceforth would be referred to as ‘Service Provider’) has agreed to establish 64 Slice CT & 1.5 Tesla MRI facility and associated services/facilities and provide manpower and material to operate it as per terms and conditions of RFP document, in the specified space of The Hospital building which will be provided by the The Hospital on Rent Free Basis.

NOW, THERE FORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The RFP document for CT & MRI, Minutes of Pre Bid Meetings, any corrigendum and addendums issued by the authority before signing of the Contract will be an integral component of this contract agreement and any ambiguity in the terms and conditions or scope of work etc. will be accepted as per the advertised RFP

As per conditions of the RFP the Service Provider (Second party) has quoted Percentage (%) Discount Quoted (up to two decimal points) on prevailing CGHS Bhopal rates and The Hospital (First party) has accepted the financial bid of the second party (Service provider).

(First Party)

(Second Party)

**BANK GUARANTEE FORM FOR EMD**

Whereas \_\_\_\_\_ (hereinafter called the “Bidder”) has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the “tender”) against the purchaser’s tender enquiry No. \_\_\_\_\_. Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the “Bank”) having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the “Purchaser”) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

a) fails or refuses to furnish the performance security for the due performance of the contract.

or

b) fails or refuses to accept/execute the contract.

or

c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
\_\_\_\_\_  
Name and designation of the officer

\_\_\_\_\_  
\_\_\_\_\_  
Seal, name & address of the Bank and address of the Branch

**SELF DECLARATION CERTIFICATE FROM  
THE OEM ON LETTERHEAD**

We hereby declare that we would supply 100% brand new machine to the \_\_\_\_\_(name of Bidder) and no refurbished part shall be used in the machine supplied.

We agree to keep our machines under CMC for the period of the contract upon receipt of timely CMC payments to us by the Bidder. CMC rates have already been agreed upon and are \_\_\_\_\_% (annually) of the agreed selling price with the Bidder.

Seal, name & address

**Appendix I**

S. No	Name of College	City	No. Of Patients (in Nos)					
			FY 15-16		FY 16-17		FY 17-18	
			OPD	IPD	OPD	IPD	OPD	IPD
1	Government medical College	Sagar	200372	14524	294214	30151	331320	36164
2	Government medical College	Datia	239312	41763	209154	39943	230090	44146
3	Government medical College	Shahdol	145981	26699	175621	30680	224364	43689
4	Government medical College	Vidisha	271634	52187	299000	50574	315902	54718
5	Government medical College	Khandwa	347896	46524	356564	46602	360048	45907
6	Government medical College	Ratlam	424276	60999	514953	72371	504820	76567
7	Government medical College	Shivpuri	393675	66612	357555	60310	340478	58997
8	Government medical College	Rewa	464053	59306	480884	59755	538154	63257
9	Government medical College	Jabalpur	296548	27990	306499	28186	298498	27097
10	Government medical College	Indore						



**RFP for CT / MRI diagnostics facility at 08 Medical Colleges in M.P**

**Appendix \_2**

S. No	Name of College	City	Availability of CT/MRI in Distt. Hospital	Availability of Infrastructure			Availability of Radiologists
			Yes/ no ?	Space / Building	Any Comments regarding space	Area in Sqft	with Nos & Designation
1	Government medical College	Sagar	16 slice Separate Building	yes	Building modification may be required as per AERB norms	CT 800 Sqft MRI 1080 Sqft	1 Associate Professor 1 Assistant professor
2	Government medical College	Datia	No	yes		Area for CT- 9890x7350 sq.ft. Control Room : 3050x7350 sq.ft. Area for MRI- 13400x7350 sq.ft. Control room: 3000x7350 sq.ft. Waiting Area: 3900x3800 sq.ft. Lobby: 9300*7200 sq.ft.	No
3	Government medical College	Shahdol	No	Yes	Space allotted at New Medical College, It may be ready upto March , 2019	CT 920.50 MRI-600.39	NO
4	Government medical College	Vidisha	No	hospital space ready by June End 19	Building modification may be required as per AERB norms	CT room : 860 Sqft MRI Room : 500 Sqft Monitoring Room for CT/MRI : 275 Sqft	1 Senior Resident

**RFP for CT / MRI diagnostics facility at 08 Medical Colleges in M.P**

S. No	Name of College	City	Availability of CT/MRI in Distt. Hospital	Availability of Infrastructure			Availability of Radiologists
			Yes/ no ?	Space / Building	Any Comments regarding space	Area in Sqft	with Nos & Designation
5	Government medical College	Khandwa	dual slice high speed ct	yes	Building modification may be required as per AERB norms	2300 Sqft	NO
6	Government medical College	Ratlam	No	yes		CT 1200 Sq.ft MRI 1100 sqft.	1 Assistant Professor
7	Government medical College	Shivpuri	16 slice	yes	Adequate space is available as per minimum requirement (Dist. Hospital, Shivpuri)		Yes
8	Government medical College	Chindwara	16 slice	hospital space ready by March End 19	Building modification may be required as per AERB norms	CT room : 392 Sqft MRI Room : 501 Sqft Console Room : 250 Sqft	1 Associate Professor
9	Government medical College	Jabalpur	No	Available	Building modification may be required as per AERB norms		Available