SOUTHERN RAILWAY
MEDICAL BRANCH

REQUEST FOR PROPOSAL

FOR

ESTABLISHING CT_MRI SCAN CENTER

AT NEW OPD BLOCK

SOUTHERN RAILWAY CENTRAL HOSPITAL

ON PUBLIC PRIVATE PARTNERSHIP MODE

(ON EQUIP, OPERATE AND MANAGE MODEL)

Issued by

PRINCIPAL CHIEF MEDICAL DIRECTOR

CENTRAL HOSPITAL

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CHENNAI-600 023

TABLE OF CONTENTS

Sl.No.	CONTENTS	Page No.
1.0	**INTRODUCTION**	5
1.1	Background	5
1.2	Brief description of Bidding Process	10
1.3	Availability of RFP Document	12
1.4	Schedule of Bidding Process	12
2.0	**INSTRUCTIONS TO BIDDERS** **GENERAL**	13
2.1	Scope of Bid	13
2.2	Eligibility of Bidders	13
2.3	Number of Bids and costs there of	18
2.4	Site visit and verification of information	18
2.5	Acknowledgment by Bidder	18
2.6	Right to accept or reject any or all Bids	19
2.7	Clarifications	20
2.8	Amendment of RFP	21
	PREPARATION AND SUBMISSION OF BID	21
2.9	Language	21
2.10	Format and signing of Bid	21
2.11	Bid Due Date	22
2.12	Late Bids	22
2.13	Modification/substitution/withdrawal of Bids	22
	Evaluation Process	22

2.14	Opening and Evaluation of Bids	22
2.15	Confidentiality	23
2.16	Test of responsiveness	23
2.17	Right to seek Clarifications by the Public Partner	24
2.18	Proprietary data	24
2.19	Correspondence with the Bidder	24
3.0	**FRAUD AND CORRUPT PRACTICES**	24
4.0	**PRE-BID CONFERENCE**	26
5.0	**MISCELLANEOUS**	26
6.0	**LIST OF ANNEXURES**	27
6.1	Special conditions of Contract	27
6.2	Technical Specification of Machines	39
6.2a	Penalties	45,46
6.3	Site Plan & Layout	47,48
6.4	Proforma for submitting Bank Guarantee	48
6.5	Proforma for Undertaking regarding Solvency and Competency	51
6.6	Details of Financial Credentials	52
6.7	Applicable Guidelines	53
6.8	Format for Quoting the Premium	53
6.9	Format for 7 Days' Notice	54
6.10	Undertaking For Truthfulness/Correctness of the Documents	55

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Public partner or any of their employees or advisers, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

The Public partner also accepts no liability of any nature whether resulting from negligence or otherwise whatsoever arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Public partner is bound to select and short-list pre-qualified Bids for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Public partner reserves the right to reject all or any of the Bids or Bids without assigning any reasons whatsoever.

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

1.0 INTRODUCTION

1.1 Background

1.1.1 Southern Railway(SR), S.Rly Central Hospital (NRH), Ayanavaram, Chennai-23, represented by the Medical Director (MD) S.Rly Central Hospital acting on behalf of the President of India and having its principal office at Moore Market Complex, Chennai -3 hereinafter referred to as the "Public partner" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) is engaged in the development and provision of Health Care Delivery System to Railway beneficiaries and as part of this continuing endeavor, the Public partner, has decided to establish a scan center with deployment of machinery as listed and detailed in Para 6.2 in the already built up space at Radiology OPD Block NRH/PER on Public Private Partnership Basis (on Equip, Operate and Maintain Model), (the " Project"). Brief particulars of the Project are provided in the Information Memorandum available on the official website of the Public partner (www.wr.indianrailways.gov.in). The Public partner intends to pre-qualify and short-list suitable Bidders (the "Bidders") for awarding the Project through an open competitive e-bidding process in accordance with the procedure set out herein for selection of a private entity to which the Project may be awarded. The Selected Bidder shall be responsible for Equipping, Operating and Maintaining of the scan center under and in accordance with the provisions of the agreement to be entered into amongst the Selected Bidder (the "Concessionaire") and the public partner in the form provided as part of the Bidding Documents pursuant hereto.

1.1.2 The selected Bidder henceforth called Private Partner ("Concessionaire"), whose mandatory eligibility are detailed in Para 2.2.1 shall be responsible for Equipping, Operating and Maintaining of the Scan center under and in accordance with the provisions of a long term (10 years) concession agreement (the "Concession Agreement") to be entered into between the selected Bidder and the Public partner in the form provided by the Public partner as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of the work will broadly include establishing Scan center in the already built up space in OPD Block, NRH/PER and its Operation and Maintenance for a predetermined concession Period with all required facilities (Para 6.2) along with all men and material at bidder's own cost, in the specified space and building. (Para 6.3), which shall be provided by the Public partner.

The following are the diagnostic equipment that are proposed to be installed in the new Scan Center.

a) CT SCAN
b) MRI SCAN
c) USG/COLOUR DOPPLER
d) DIGITAL MAMMOGRAPHY
e) DEXA SCAN

(The detailed specification for the above services are listed in Para 6.2.)

1.1.4 The Agreement sets forth the detailed terms and conditions for grant of the concession to the Private partner, including the scope of the services and obligations.

This agreement shall be for a period of 10 years commencing with effect from the date of signing agreement which shall not be later than 180 days for MRI and 90 Days for CT & USG from the date of LOA.

1.1.5 The private partner will provide round the clock services with its own equipment, material and qualified manpower (as detailed in Para 6.2) on utmost priority basis to the Railway beneficiaries and other beneficiaries who are Registered for taking treatment at NRH/PER and referred by the authorized medical attendant of the Public partner. The Private Partner will have complete responsibility to procure, maintain and operate all the equipment and other required medical and non- medical items for the unit at his own cost. Priority will be given for Railway beneficiaries over "Other than Railway beneficiaries" as detailed in succeeding Paras. The private partner shall periodically upgrade the machine and equipment installed, with the latest software

upgrade as and when available in the same platform within 3 months of the launch of the upgraded version. The said up-gradation is to be done in consultation with the Public Partner for this purpose.

For the purpose of this clause and limited to the operative part of this specific Public private partnership, "Other than Railway beneficiary" would mean persons approaching the Private partner for services who are not referred by the Authorized Medical Attendant (AMA) of the Public partner.

1.1.6 Railway Beneficiaries who require the services will be referred on a prescribed referral letter issued by the designated authority of the Public Partner, along with beneficiary's signature/thumb impression/photo. The private partner will do the desired tests & issue the reports to the patient within twenty four (24) hours to the OPD patients, provisional reports to be issued within one (01) hour to emergent patients & for other patients within 12 (twelve) hours. The copy of the reports received and acknowledged by the beneficiaries/Hospital authorized person with signature, Name and Phone number has to be submitted with the original referral slip, for claiming the bill.
The private partner is bound to equip themselves to integrate with the HMIS of Indian Railway.

1.1.7 The priority of treatment shall be as follows:

a. First priority to be given to patients who are Railway beneficiaries, and they shall be attended to on priority overlooking "other than railway beneficiaries" in the queue (If required ratio of Priority shall be worked out with mutual understanding).
b. In case of emergency, on certification/permission by the authorized Railway medical attendant (nominated by the Public partner), priority will be given to the patient requiring emergency treatment irrespective of whether the patient is a Railway beneficiary or "other than railway beneficiaries (The on duty radiologist of Private Partner shall inform nominated authority of NRH regarding emergency of the patient belonging to "other than railway beneficiaries').
c. The private partner will develop a software application with the approval of the Public partner for assigning slots to the patients based on the priority defined in Para **a & b** above, and for providing reports as desired and in formats required by the Public partner. The same has to be ensured before commencement of regular services at the scan center.
d. MRI /CT/USG films & the report of the test conducted under the contract will be property of this hospital. Images to be provided are of standard quality i.e. minimum each image size should not be less than 7cm x 6cm and cut size 5mm and especially pathological site cuts should be given enlarged i.e. minimum 8cm x 7 cm at least with thin slice cut to 3mm. 17x14 cm film should have a maximum of 25 images. Axial and sagittal cuts to be provided whenever needed. Also a CD of images acquired for referring further details to be given to each patient. The film/films of complete study of the test done need to be provided as per

the requirement of clinician however duplicate Films /CD of the test on demand shall be chargeable as per prevailing market route.

e. Appointment for patients should be within 24 hours. One constant contact (coordinator) should be provided for taking appointments and other liaison.
f. MRI films and the report of the study will be property of this hospital. In case of unsatisfactory performance due to machine/technical failure, the repetition of the test will have to be done at the cost of the private partner.
g. Any suspension of work due to failure of machine or any other reason required study will be arranged by the private partner in any other nearby institute at the same cost during specific period with intimation to this hospital authority.

1.1.8 The private partner shall be provided minimum space as laid down by Dept. of AERB for establishing CT&MRI (Para 6.3). The private partner shall develop the facility as per the applicable guidelines (AERB, PCPNDT Act etc.) and will obtain all the requisite clearances from the statutory authorities concerned. The private partner shall also deploy, if required qualified requisite personnel for ensuring compliance with all relevant statutory r
egulations. Restrictions under Rule 1-44 (xi) of the General Financial Rules (GFRs) 2017, and as amended up to date, shall be applicable for this Tender & Compliance to these rules from BIDDERS is essential.

1.1.9 Centre will at least be open from 8.00am to 6.00 pm, and shall also provide facility in off hours by keeping on emergency team in center/or on call basis to cater to any emergency. The call team should be able to start the service within a period of one (01) hour after receiving information from an authorized Railway person. The private partner is allowed to render his services to "other than railway" patients as per their pre-decided rates provided that the Railway beneficiaries will get utmost priority for these services.

1.1.10 The Public partner of the Project, will pay to the Private partner, for its services provided to the railway beneficiaries, as per prevailing Non- NABH CGHS Rates.(NABH= National Accreditation Board for Hospitals, CGHS = Central Govt Health Scheme) for the above services till NABH accreditation is obtained for the proposed scan center. On obtaining NABH accreditation, the prevailing NABH CGHS rates will be made applicable. The private partner shall put effort to get the NABH accreditation done for the Scan center. For the tests not specified in CGHS rate list, rates will be as per AIMS rate & for items the if CGHS & AIMS rate not available then 50% of the prevailing market rates for such tests.

1.1.11 The list and the technical specifications for the machines/equipment to be installed by the private partner are at Para 6.2.

1.1.12 The private partner has to post following personnel who should be available round the clock at the radiological center for the smooth functioning of the center in accordance with prevalent,

a. Qualified Radiologist with 3 years' experience post degree: One Radiologist should be available during OPD Hours to manage & reporting of MRI, CT & USG including coordination for Tele- reporting. The qualification & experience of the Radiologist deployed by Private Partner require prior verification & approval by the authority Nominated by MD/RH/PER on initial deployment and any changes in subsequent deployment thereof. The contact information of Radiologists should be given toNRH for discussion of reports by Clinicians. During Non-OPD hours either Tele - reporting services or Physical presence based on our requirement. However, an emergency team in the Railway hospital center or on call basis to cater to any emergency, call team should be able to start the services within a period of one hour after receiving information from the Railway Hospital. All the reporting shall be done by the Radiologists within the time frame as indicated in the Para 1.1.6.
b. Sufficient number of Qualified Radiographers with minimum three years of experience in a high volume Scan center should be available to run the center seamlessly.
c. Sufficient Number of Qualified Nursing staff should be available in the center. (Prior to deployment the Qualification of the Radiographer & Staff Nurse require verification & approval by the nominated authority by MD/RH/PER)
d. Sufficient number of housekeeping staff to shift the patients to scan rooms from the ambulance, to keep the premises clean and hygienic and to dispose the biomedical waste as per the statutory rules and regulations.
e. Receptionists should be available for smooth functioning of the scan center.
f. In case of an OEM bidder, if the bidder cannot post the staff on its own, then it can also give an undertaking wherein it shall acknowledge and agree that for the entire period starting from the date of commercial operation of the Project till the Concession agreement expiry date, it shall enter into operation and maintenance (O&M) agreement with an entity having the below mentioned O&M experience, failing which the Concession Agreement shall be liable for termination.

I. Operated & maintained radiological imaging diagnostics facilities with minimum specification of CT (32 slice) and MRI (1.5 Tesla) in India.
II. The above experience should be demonstrated by a single entity. Facility with the above mentioned equipment should be operational for the last 3 (three) financial years preceding the Bid Due Date.
III. In such cases the OEM will ensure that the O&M entity will provide requisite staffing as mentioned in clause **a to e** of this Para.

IV. Before commencement of operation, the OEM shall ensure that requisite O&M agreement is entered into and a copy of the same is submitted to the Public partner.

1.1.13 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the private partner set forth in the Agreement or the Public Partner's rights to amend, alter, change. supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Request for Proposal are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the public partner.

1.1.14 The Public partner shall receive Bids pursuant to this Request for Proposal in accordance with the terms set forth in this Request for Proposal, other documents to be provided by the public partner pursuant to this Request for Proposal, as modified, altered, amended and clarified from time to time by the Public partner (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the "Bid Due Date").

1.2 Brief description of Bidding Process

1.2.1 The Public partner has adopted a Two Packets bid system viz. 'Technical Bid' and 'Financial Bid'. collectively referred to as the "Bidding Process" for selection of Bidder(s) for award of the Project. Two Packet systems shall mean a system of bid evaluation where there is simultaneous receipt of separate technical and financial bids. Bidders, including their successors (the "Bidders") would be required to meet the Technical and Financial Capacity requirements and adhere to other conditions specified in this RFP so as to qualify for the next stage i.e., opening of financial bids. The Technical and Financial Capacity assessment would be carried out as part of the Bidding Process. Financial Proposal of only those Bidders whose Bids are responsive and meet the Technical qualification criteria (as laid down in Para 6.2. 6.5,& 6.6) would be considered. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Para 6.11. The Bidding Documents include the draft Agreement for the Project. Each Bidder is advised to conduct its own analysis and assessment of and obtain independent advice from appropriate sources. The aforesaid documents and any addenda issued subsequent to this Request for Proposal Document will be deemed to form part of the Bidding Documents.

1.2.2 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.

1.2.3 As part of the RFP, the Public partner will provide for the Project a draft Concession Agreement and other information pertaining/ relevant to the Project available with it.

1.2.4 Bids will be invited for the Project on the basis of the highest annual premium (the "Premium") offered to the Public partner for award of the Concession. Offered annual premium amount shall constitute the sole criteria for evaluation of Financial Bids. The Project will be awarded to the Bidder quoting the highest annual premium amount more than the specified minimum premium as per Para 6.8. In case of two equal highest bids, the bidder with more average annual turnover during the last three financial years will get preference.

PREMIUM PAYMENT- REGULATIONS:

As per the RB directives, the annual base premium is the amount with respect to which the bidders will quote their offer. The indicative annual base premium amount is Rs. ****** excluding GST as applicable.

The Bidder has to quote the offer which should be exclusive of GST.

a. The Bids received with the value lesser than the base premium, would be summarily rejected.
b. The annual Premium payable for the first year will be over and above the estimated Base premium and the same should be clearly indicated in both words and figures.
c. The annual premium amount has to be paid in advance by the Private partner as per the schedule fixed and advised by the Public Partner.
d. The premium for the 1st year has to be paid on the 1st date of start of clinical service at the hospital.
e. **The premium amount quoted by the Successful bidder over and above will be constant for the first five years. After the 5th year, the premium payable is subject to 30% escalation which will be payable every year up-to the 10th year.** The premium amount quoted should be payable along with applicable GST by the successful bidder every year. From 6th year the GST will be calculated on the escalated premium amount (30% increase) and the Bidder will be liable for payment of the applicable GST on the increased premium every year up-to the tenure of the Contract.
f. The premium amount need to be deposited within 30 days of due of the next premium date which should be calculated from the start date of the clinical service.
g. The Private Partner shall observe all the requirements stipulated under GST enactment.

h. The premium amount payable by the Private Partner to Railways, would attract 18% GST, payable on RCM basis by the Private Partner under SAC: 997212 (Rental or leasing services involving own or leashed Non residential property), if the successful bidder is registered with GST. The Premium amount is to be quoted exclusive of GST."
i. The diagnostic services to be provided by the Private partner to Railways would come under SAC: 9993 and would be fully exempted from GST and hence, no tax is payable by Railways.

1.2.5 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.10.2 below. The envelopes/ communications shall clearly bear the following identification/ title:
"Queries/ Request for Additional Information: RFP CT & MRI Scan center at OPD Block. NRH/PER, PPP Project".

1.2.6 **Before filling up the bid forms please read the following carefully:**

a. Instruction to Bidders
b. Special Conditions of Contract
c. General Conditions of Contract for service (https:// indianrailways. gov.in/ railway board uploads/directorate/Transformation_Cell/General%20Conditions%20of%20Contract%20for%20 Services.pdf)

1.3 **Availability of RFP Document**

The draft RFP document can be downloaded from the Official Website https:// sr.indianrailways.gov.in/. The Bidder can download the same prior to participating in the Pre- Bid Conference.

1.4 Schedule of Bidding Process to be incorporated in IREPS
The Public partner shall endeavor to adhere to the following schedule:

Event Description	**Date**
Date of Publishing RFP	As per www.ireps.gov.in
Last date for receiving Queries	As per www.ireps.gov.in
Pre Bid Meeting	As per www.ireps.gov.in
Public Partner Response to queries	As per www.ireps.gov.in
Bid Due date	As per www.ireps.gov.in

Opening of Technical Bids	As per www.ireps.gov.in
Opening of Financial Bids of Technically Qualified Bidders	Shortlisted bidders shall be intimated the date of opening of Financial Bid
Letter of Award/Acceptance (LOA)	Will be intimated after finalization of bids
Validity of Bids/offers	180 days from Bid Due Date

2.0 INSTRUCTIONS TO BIDDERS -GENERAL

2.1 Scope of Bid

2.1.1 The Public partner invites Bids from experienced and capable Bidders for establishing a CT/MRI Scan center OPD Block, NRH/PER on Public Private Partnership Basis (on Equip, Operate and Manage Model).

2.1.2 No Bidder shall submit more than one Bid.

2.2 Eligibility of Bidders

2.2.1 The Bidder may be a single entity, to implement the Project. However, no Bidder applying individually can be a member of any other Bid. A Bidder may be a private entity or a government-owned entity. For determining the eligibility of Bidders hereunder, the following shall apply

a. An individual or
b. A single business entity under the companies act 2013 or
c. An organization registered under the Societies Registration act 1860 or any relevant Act of the State or Union Territory or
d. A Public trust registered under the law for the time being in force or
e. A Charitable Company registered under Section 25 of the Company Act,2013 or
f. A partnership/Limited liability partnership firm

2.2.2 A Bidder shall not have a conflict of interest that affects the Bidding Process; either through a relationship with other Bidders or otherwise, directly or through common third parties, that puts it in a position to have access to information about, or influence the Bid of another Bidder or the decisions of the Public partner.

2.2.3 A Bidder shall be deemed to have a Conflict of Interest that affects the Bidding Process, if:

a. The Bidder, its Member or Associate and any other Bidder, its Member or Associate have common controlling shareholders or other ownership interest or
b. A Member/ Associate of such Bidder is also a Member/ Associate of another Bidder; or

c. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
d. Such Bidder has participated as a consultant to the Public partner in the preparation of any documents, design or technical specifications of the Project.

2.2.4 A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Public partner in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to the Project.

2.2.5 Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Public Partner shall be entitled to forfeit and appropriate the Bid Security (EMD) or Performance Security, as the case may be and defray/ reimburse the loss/damage incurred and as assessed by the Public partner for, inter alia, the time, cost and effort of the Public partner including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Public partner under the Bidding Documents and/ or the Agreement or otherwise. Protective Clause: An undertaking shall be submitted in the format as per Para 6.11 by the bidder that, there is no Conflict of Interest, as described in clause 2.2.1.The responsibility of doing so rests entirely with the bidder and that at any time of the bidding process and during the currency of the contract (after successful bidding) if the public partner calls for any of the relevant documents (as decided by Public partner), the same would entirely be furnished by the bidder / private partner and if the Public partner decides that there is sufficient grounds to conclude that a conflict of interest exists or has occurred, the bids would be rejected and if the contract is in currency, the same would be terminated as per clause 2.6.5.

2.2.6 Bidders would be required to submit this RFP duly accepted and digitally signed along with an earnest money deposit /Bid security (the "Earnest Money") for an amount of Rs.3,59,500/- (Rupees Three lakhs Fifty Nine Thousand and Five Hundred only). Rs. 4.19 Cr (Rupees Four Crores and Nineteen Lakhs only) is estimated approximate Expenditure annually from Railway Hospital, Perambur towards availing service of CT/MRI and other Radiological services from empanelled diagnostic centers and hospitals & EMD Rs. 3,59,500 Lakhs arrived @ 2% first one Crore & 0.5% of subsequent amount of Rs. 4.19 Cr. EMD has to be paid through IREPS payment gateway.

a. Earnest money for the required amount shall be made through on-line payment gateway in IREPS only.
b. Any bid not accompanied by requisite Earnest money as stipulated above, shall be summarily rejected by the Public partner as unresponsive.
c. If the validity period of the offer is required to be extended, then the amount of the earnest money will be retained for the extended period.
d. No interest will be payable by the Public Partner on Earnest money.

e. Earnest money deposited is liable to be forfeited if the Bidder withdraws or amends, impairs or derogates or reneges from the bid in any respect within the period of validity of its offer.
f. Earnest money of the successful Bidder will be returned within sixty days after the stipulated 'Performance Security' is furnished and formal contract duly signed is received by the Public partner.
g. If the successful Bidder tails to furnish the 'Performance Security' as specified in the 'Special Conditions Of Contract' and fails to return the formal contract duly signed within thirty days of the receipt of the formal contract or for the extended period as permitted by the Public partner (under proper requisition from the successful bidder), then the Earnest Money shall be liable to be forfeited by the Public Partner.
h. Earnest money of all unsuccessful Bidders will be returned by the Public partner.
i. The financial bid of only those shortlisted Bidders who meet the technical requirements of the Public partner shall be opened and considered for further process of awarding the project.

2.2.7 **The Bidder should submit the following**

a. Earnest Money ONLINE
b. Bid document can be downloaded free from the Railway website.
c. All other mandatory documents listed as affidavit/undertaking/Annexures.

The Public partner shall examine the Bids in the sequence specified hereunder. The 2.2.9 Public partner shall first examine the Bids for responsiveness in terms of Clause 2.16. Only those Bids found to be responsive, will be examined further for completeness and adequacy of all legal documents submitted as part of the Bid.

Only the Bids that pass this stage of examination will be examined further for Technical Capability and Financial Capacity. Thereafter other eligibility requirements such as Conflict of Interest etc, shall be checked for compliance. Bids not qualifying at any of the stages specified here above shall be rejected at that stage itself. The Public partner will subsequently evaluate the remaining Bids in accordance with the provisions set out in this document.

2.2.10 Bidder may have to submit the original Documents in physical form at short notice whenever asked by the Public partner at any stage of bid evaluation process or even after finalization of bid. Bidder(s) to please note that after opening of bid, any document/credential pertaining to technical & financial eligibility, constitution of firm etc. shall neither be asked nor be entertained/considered under any circumstances and no claim or representation whatsoever from the bidder(s) in this regard shall be entertained. However Public partner reserves the right to seek any clarification on the documents/credentials already submitted by the bidder along with the offer.

2.2.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.2.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.2.13 The documents including this RFP and all attached documents provided by the Public partner are and shall remain or become the properties of the Public partner and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.

The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Public partner will not return to the Bidders any Bid, document or any information provided along therewith.

NOTE:

a. The bidders who desire to participate against e-bidding, are advised to electronically register themselves on website wwww.ireps.gov.in for which they would require to obtain Class Ill digital certificate (if already not obtained) issued by CCA under IT Act-2000.
b. All other terms and conditions in respect of above bid are given in the bid document.
c. Only e-bid will be accepted and bids submitted in any other form will be summarily rejected.

2.2.14 **To be eligible for qualification**, a Bidder shall fulfill the following conditions of eligibility (the "Eligibility Criteria"): Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder should have:

2.2.15 Manufactured and installed a minimum four Nos. each type of the radiology imaging diagnostic equipment in India in the preceding 3 financial years as listed below:

a. Radiological Services with minimum specification of MRI @1.5 Tesla &
b. CT Scan @ 64 Slice

The above experience has to be demonstrated by a single individual bidder, who is an OEM (Original Equipment Manufacturer) for MRI and CT scan . Further such single individual bidder should have a registered office in India for the last 5 (five) years and shall also have a service office/ service center in Chennai.

In case the manufacturer has not operated and maintained any or all of the radiological equipment with minimum specification of viz. MRI (1.5 Testa). CT Scan (64 Slice) then, the manufacturer should give on undertaking at the time of submitting the bid that the provisions contained in para l .1.12 supra will be complied with an award of the concession and before commencement of the operations.

It is expressly clarified here that any distributor/ agents of the OEMs, whether authorized or otherwise cannot participate in the Project under this clause. The bidder has to attach a certificate to support the same.

OR

2.2.16 Owned, Operated & Maintained Radiology imaging diagnostics facility: Private partner should have a minimum experience of 3 years for providing CT/MRI/PET services in an Institution and should be registered with the concerned authority, if any.

OR

2.2.17 Operated & Maintained Radiology imaging diagnostics facility:
Private partner should have a minimum experience of 3 years for providing CT/MRI/PET services in an institution and should be registered with the concerned authority, if any, In case the bidder has Operated & Maintained a radiological center, then he should submit a certificate from the concerned hospital/Radiological Center supporting his claim.

The experience listed above should be demonstrated by a single entity/facility having a list of diagnostic equipment with desired technical specification as detailed supra and the facility should be operational for the post 3 (three) financial years preceding the Bid Due Date.

2.2.18 Financial Capacity: The Bidder shall have a minimum annual turnover (the "Financial Capacity") of Rs. 10 crores at the close of the last three financial years immediately preceding the bid due date. (Para 6.4).

The Bidder shall enclose with its Bids, to be submitted as per the format, complete with its Annexure, the following:

a. Certificate(s) from its statutory auditors stating the payments made/received or works commissioned, as the case may be, during the past 3 financial years in respect of related projects. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client.

b. Certificate(s) from its statutory auditors specifying the annual turnover of the Bidder, as at the close of the preceding three financial years. For this purpose, annual turnover means, the turnover from the Operations of diagnostic centers.
c. The certificates of the statutory auditors should be mandatorily accompanied by copies of audited balance sheets of the corresponding years duly certified by chartered accountants with date seal and ICAI membership number.

2.2.19 The following conditions shall be adhered to while submitting a Bid:
Information furnished by a Bidder must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.

2.3 Number of Bids and costs thereof

2.3.1 A Bidder is eligible to submit only one Bid for the Project. A Bidder applying individually or as a Member of a Society, trust etc., shall not be entitled to submit another Bid either individually or as a Member of any Society, trust etc., as the case may be.

2.3.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the bid. The Public partner will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 **Site visit and verification of information**
Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5 Acknowledgement by Bidder

2.5.1 It shall be deemed that by submitting the Bid, the Bidder has:
a. made a complete and careful examination of the RFP;
b. received all relevant information requested from the Public partner;
c. acknowledged and accepted if any the risk of inadequacy, error or mistake in the information provided In the RFP or furnished by or on behalf of the Public partner relating to any of the matters.
d. Satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bid Documents and performance of all of its obligations there under.

e. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages. extension of time for performance of its obligations, loss of profits etc. from the Public Partner, or a ground for termination of the Agreement by the private partner.
f. Acknowledged that it does not have a Conflict of Interest; and
g. Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.2 The Public partner shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Public partner.

2.6 Right to accept or reject any or all Bids/ Bids

2.6.1 Notwithstanding anything contained in this RFP, the Public partner reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.6.2 The Public partner reserves the right to reject any Bid if:
a. At any time, a material misrepresentation is made or uncovered, or
b. The Bidder does not provide, within the time specified by the Public partner, the supplemental information sought by the Public partner for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the highest Bidder gets disqualified/ rejected, then the Public partner reserves the right to take any such measure as may be deemed fit in the sole discretion of the Public partner, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Public partner, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing

by the Public partner to the Bidder. without the Public partner being liable in any manner whatsoever to the Bidder.

2.6.4 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid.

2.6.5 A declaration to be submitted to the effect that the bidder has not been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and that no bar subsists as on the Bid Due Date. Also if a bidder gets debarred at any time after submission of bid such debarment should be intimated to the public partner immediately.

2.6.6 The Public partner reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Public partner to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Public partner there under.

2.7 Clarifications

2.7.1 Bidders requiring any clarification on the RFP may notify the Public partner in writing or by fax and e-mail in accordance with Clause l .2.5. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.4. The Public partner shall endeavor to respond to the queries within the period specified therein, but not later than 10 (ten) days prior to the Bid Due Date. The responses will be sent by fax or e-mail and/or will be uploaded on Public partner's website without identifying the source of queries.

2.7.2 The Public partner shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Public partner reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Public partner to respond to any question or to provide any clarification.

2.7.3 The Public partner may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and Interpretations issued by the Public partner shall be for information purposes only and shall not be part of the RFP. Verbal clarifications and information given by the Public partner or its employees or representatives shall not in any way or manner be binding on the Public partner.

2.8 **Amendment of RFP**

2.8.1 At any time prior to the deadline for submission of Bid, the Public partner may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
2.8.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFP or will be uploaded on Public partner's website.
2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Public partner may, in its sole discretion, extend the Bid Due Date.

PREPARATION AND SUBMISSION OF BID

2.9 Language
The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language.

Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.10 **Format and signing of Bid**

2.10.1 The Bidder shall provide all the information sought under this RFP. The Public partner will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable for rejection.

2.10.2 The following shall be the authority and address to which any communication shall be addressed to: Kind Attention of:
Medical Director,
Southern Railway Central Hospital, Ayanavaram, Chennai-23
Email Address:mdrhper@sr.railnet.gov.in
Mobile:9003160543, Mobile:9003160537

2.10.3 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected. In case the Bid is submitted on the document downloaded from Public partner's website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Public partner and will ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the RFP issued by the Public partner, the latter shall prevail.

2.11 Bid Due Date

2.11.1 Bids should be submitted on the Bid Due Date time as specified in IREPS site, in the manner and form as detailed in this RFP.

2.11.2 The Public partner may, in its sole discretion, extend the Bid Due Date by issuing on Addendum In accordance with Clause 2.8 uniformly for all Bidders.

2.12 Late Bids

Bids received by the Public partner after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.13 Modifications/ substitution/ withdrawal of Bids

2.13.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Public partner prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.13.2 The modification, substitution or withdrawal notice shall be submitted in the IREPS portal.

2.13.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Public partner, shall be disregarded.

EVALUATION PROCESS

2.14. Opening and Evaluation of Bids

2.14.1 The Public partner shall open the Bids at on the Bid Due Date time as specified in the IREPS site.

2.14.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.13 shall not be opened.

2.14.3 The Public partner will subsequently examine and evaluate Bids in accordance with the provisions set out herein after at clause 2.14.7.

2.14.4 Bidders are advised that pre-qualification of Bidders will be entirely at the discretion of the Public partner. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.14.5 Any information contained in the Bid shall not in any way be construed as binding on the Public partner, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.

2.14.6 The Public partner reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

2.14.7 Premium will be the deciding factor for selecting a technically suitable partner. Accordingly among the bidders who have qualified in the test of responsiveness and the eligibility criteria, the amount of premium quoted by the bidders will be the deciding factor for award of the project. The Project will be awarded to the Bidder quoting the highest annual premium amount more than the specified minimum premium as per Para 6.7. In case of two or more equal highest bids: the bidder with more average annual turnover during the last three financial years will get preference.

2.15 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Public partner in relation to or matters arising out of, or concerning the Bidding Process. The Public partner will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Public partner may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Public partner.

2.16 Tests of responsiveness

2.16.1 As the first stage of the evaluation process, the Public partner shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

a. it is received as per Para 6.7 along with all the Annexures; all the pages of Tender Document is required to be signed and stamped by BIDDERS & uploaded.
b. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.11.2
c. it is accompanied with the required Earnest Money as specified in Clause 2.2.7;
d. it is digitally signed.
e. It is accompanied by the Power(s} of Attorney with clear evidence of public partner for the person(s} signing as specified in Para 6.11
f. It contains all the information as requested in formats some as those specified in this RFP
g. it does not contain any condition or qualification; and
h. it is not non-responsive in terms hereof.

2.16.2 The Public partner reserves the right to reject any Bid which is non-responsive and no request for alteration. modification. substitution or withdrawal shall be entertained by the Public partner in respect of such Bid.

2.17 Right to seek Clarifications by the Public partner

2.17.1 To facilitate evaluation of Bids, the Public partner may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Public partner for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing/e-mail/fax.

2.17.2 If a Bidder does not provide clarification sought under Sub-Clause 2.17.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Public partner may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Public partner.

2.18 Proprietary Data

All documents and other information supplied by the Public partner or submitted by a Bidder to the Public partner shall remain or become the property of the Public partner. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Public partner will not return any Bid or any information provided along therewith.

2.19 Correspondence with the Bidder

The Public partner shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3.0. FRAUD AND CORRUPT PRACTICES

3.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Public partner shall reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

3.2 Without prejudice to the rights of the Public partner under Clause 3.1 hereinabove, if a Bidder is found by the Public partner to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or

restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any bid or RFP issued by the Public partner during a period of 2 (two) years from the date such Bidder is found by the Public partner to have directly or indirectly or through on agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

3.3 For the purposes of this Clause 3, the following terms shall have the meaning hereinafter respectively assigned to them:

a. "corrupt practice" means (i) the offering, giving, receiving. or soliciting, directly or indirectly, of anything of value to Influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Public partner who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there-from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Public partner, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Public partner in relation to any matter concerning the Project;
b. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Public partner with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
e. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.0. PRE-BID CONFERENCE

4.1 A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate in the production of a public partner letter from the Bidder.
4.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Public partner. The Public partner shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
Any queries with regard to the tender, may contact the Medical Director at least 15 days in advance before opening of the tender.

5.0. MISCELLANEOUS

5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or In connection with the Bidding Process.

5.2 The Public partner, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
b. consult with any Bidder in order to receive clarification or further information;
c. pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
d. retain any information and/ or evidence submitted to the Public partner by, on behalf of, and/ or in relation to any Bidder; and/ or
e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Public partner, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, cost, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

5.4 The concessionaire shall follow and ensure that all covid-19 related protocols as advised by MOH&FW, Ministry of Railways and or as specified by the Public Partner from time to time.

6.0 LIST OF ANNEXURES

6.1 SPECIAL CONDITIONS OF CONTRACT

General

This contract will be governed by 'General Conditions of Contract for service https://indianrailways.gov.in/railwayboard/uploads/directorate/Transfprmation_Cell/General% Conditions%20of%20 Contract%20 Services.pdf} as amended up to date as well as the 'Special Conditions of Contract' mentioned hereinafter. In case of conflict between 'General Conditions of Contract' and 'Special Conditions of Contract', the provisions of 'Special Conditions of Contract' shall prevail.

6.1.1 Railway Beneficiaries reporting to this hospital and needing the said services will be referred on a prescribed referral letter issued by the designated authority, along with attested signature/thumb impression/photo of the patient over it. The Private Partner will do the desired tests on priority basis to the railway patients over other (non railway) patients.

6.1.2 The final reports of the study done should be issued to OPD patients within 24 hours and to the in-patients / elective patients within 12 (twelve) hours. For emergencies provisional reports should be issued within one hour.

6.1.3 Provisional Reports For emergencies like stroke, Road traffic accidents. acute illnesses, patients from ICU and Semi ICU etc. have to be issued within 1(one) hour

6.1.4 A copy of the Anal diagnostic report receipt with the signature of the patient/hospital has to be submitted with the original referral slip, for claiming the bill.

6.1.5 The Private Partner will keep a check on the patient's identity and will integrate the same with the Railway Hospital administration's portal (HMIS) when made available.

6.1.6 The Private Partner will be expected to raise bills for payment, along with original referral letters, receipt of diagnostic reports and all other relevant documents as signified by the Public Partner, on a monthly basis. The bills for the previous month may be raised by 10th of every following month.

6.1.7 It is to state that payment shall be processed & done most of the time within 30 days provided the bills submitted are complete in all respects along with supporting documents and rarely may take more time.

6.1.8 The authority representing the Public Partner, will be given access to all the areas allotted to the Private Partner after on producing the required authorization issued by the designated medical officer on duty.

6.1.9 Private Partner will be required to carry out all Electrical, Civil, S&T and all attendant works/activities thereto at his cost with the approval of the Public partner. Healthy engineering practices will be followed and material of approved specifications will be used by the Private partner for these works.

6.1.10 No modifications on the structure of the allotted building/space will be allowed without the prior permission and approval of the Public partner.

6.1.11 Change of legal status of the Private partners viz a viz its nature, if to be done, shall be done with the knowledge of the Public partner and all existing contractual/ legal obligations shall be continued and affirmed through an Agreement Rider to the Principal Agreement.

6.1.12 The 10 years will be calculated from the date of signing agreement.

6.1.13 Any medico-legal issues arising In the course of or out of investigation/imaging procedure/reporting of patients will be the responsibility of the Private partner. The Private partner shall indemnify the Public partner of any liability incurred by/imposed on the Public partner for any act/omission committed by the Private partner, by any Court, quasi-judicial authorities, regulatory authorities or any authority empowered to monitor the proper functioning of the Scan centre. The indemnification should be done forthwith and within the timeline advised by the Public partner.

6.1.14 Any dispute/differences between the Private partner and the public partner shall be referred to Arbitration as per the provisions of the Arbitration and Conciliation Act l996 amended from time to time and Chapter VIII of GCC for services up to date. The place of Arbitration shall be in Chennai only. Courts in Chennai alone shall have exclusive Jurisdiction over disputes/claims arising out of the Agreement/Arbitration.

6.1.15 Any cost, consequences, damages, implications under the Consumer Protection Act and any other law for the time being in force shall be borne by the Private Partner only.

6.1.16 All the applicable Laws of land including Code of wages 2019 which repeals the payment of wages Act, Minimum Wages Act, payment of bonus Act and Equal Remuneration Act , ESI Act, EPF Act. etc, will be applicable to the Private partner in regard to the personnel engaged by the Private partner for the desired services.

6.1.17 Board's letter No.2018/E(U)AT/CNR/3 dated 24.01.2018 with regard to compliance of statutory provision of applicable Labor Laws will be applicable to the Private partner

6.1.18 Board's letter No. 2018/CE-I/CT/4 dated 26.11.2018 with regard to transparency in labour Payment of wages of Contract Labour engaged by Railway Contractors will be applicable to the Private partner.

6.1.19 The Three Labor Codes, 2020 (Industrial relations Code-2020, Occupational Safety, Health and working conditions code-2020 and social security code-2020) are to be adhered to, as and when it is made applicable.

6.1.20 All the queries about expected work load, type of investigations and other procedures to be expected from the public partner side, and other business related matters can be clarified from the Medical Director, Railway Hospital, Ayanavaram, Chennai.

6.1.21 The Private Partner will be allowed to render his services to "other than railway" patients as per their pre-decided rates as detailed in Para 1.1.9 provided that the railway beneficiaries will get utmost priority for these services as per Para 1.1.7

6.1.22 No subletting of any part or whole of the infrastructure/built up area provided by the Public partner or any process involved or any services shall be allowed.

6.1.23 **PERFORMANCE MONITORING**: The Public partner is free to monitor the quality of services rendered by the Private Partner on a periodical basis. Any shortcoming will be communicated to the Private Partner and the Private Partner will be responsible for rectification/action, if any, without any delay. Monthly statistics in the prescribed format as decided by MD/RH/PER must be sent to the Public partner without fail.

6.1.24 Regular patient satisfaction surveys/ grievances shall be carried out and shared between Private Partner and Medical Director of the RH/PER. Corrective action taken should be intimated in writing to the Medical Director of the Public partner.

6.1.25 The Medical Director or his authorized person shall have the right to inspect the Center at any time without seeking any permission from Private Partner.

6.1.26 The Private Partner will nominate an official for liaison work and performance monitoring.

6.1.27 A detailed list of all the "other than railway" patients' along with the details of the Scans done on a calendar day has to be sent to the Medical Director/Railway Hospital the very next working day.

6.1.28 SCOPE OF WORK AND SERVICES FOR THE PRIVATE PARTNER:

a. In view to provide the freedom of work, independence, and minimum interference from the public partner, the Railway administration will only provide the Private Partner a portion of the already constructed Railway Hospital building as detailed in Para 6.3 along with already installed fixtures, fittings of electricity and water supply.
b. However, the electricity and water charges would be paid by the Private Partner as per actual consumption and as recorded in the meter.

   i. Water supply - If connection is required for operation of machines, the same will be metered.
   ii. Charges shall be as per Rly procurement rate from either Municipal Corporation or private party.
   iii. Further the nominal & fixed charges as applicable to all service contracts in NRH/PER will also be applicable to private partner,, with no escalation.
   iv. Electric connections shall be given by railway upon payment and as per rules admissible.
   v. Electric pre-paid meter shall be provided by the Party, assistance In obtaining such meter will be done by Public Partner.
   vi. The party shall deposit Service Connection Charges as per extant rules.
   vii. 'Augmentation Charges' - if any, shall only apply, If the demand exceeds the load of 400kW. If no extra power is needed no any extra charges.

   No new civil, electrical or any other work will be taken over by the Public partner. The available space and infrastructure can be examined under intimation to the public partner authority for feasibility of the project by the Private Partner before submitting the Bid.

c. The detailed layout and Plan of the scan center should have the prior approval of the Public partner before the commencement of Civil Engg., Electrical works etc. Suggestions given in writing by the MD/PCMD of the Public partner must immediately be adhered to in this regard.
d. All arrangements, which are not in the scope of the Public partner, as mentioned above, but need to be provided by the Private Partner for smooth functioning of the Centre has to

be done by the Private Partner itself. Any modification / alteration/ addition etc. in the already constructed building have to be done by the Private Partner with prior approval from the public partner. These all will be at the cost of the private partner.

e. The repair and maintenance of the electrical lines, water pipe-lines, air conditioning fittings and any other type of fittings, if required inside the building, handed over to the Private Partner will be the sole responsibility of the Private partner, after taking due approval from the public partner.
f. The Private Partner has to procure all medical and non-medical equipment, furniture, beds, linen, mattresses, stationary, drugs, dressings, consumables, non- consumables, all qualified manpower and any other material or service required (AMC/CMC) to run the scanning services, at his own cost.
g. The arrangement of electricity and water, if available as central supply shall be made available by the public partner. In case there is any failure in the electricity or water supply, the ad-hoc or emergency arrangement for the proposed Centre has to be made by the Private Partner itself at no extra cost to the public partner.
h. The Private Partner has to procure all computers, telephones, internet connection and all other required facilities for the Centre at its own cost, after taking due approval from the public partner.
i. The employees on the roll of the Private Partner shall have no privileges and benefits that of a Railway Servant, permanent or temporary, as such shall have no rights to be absorbed to Railway Service at any point of time. There shall be no accrued right in this regard.
j. The Private Partner has to provide round the clock uninterrupted services by posting qualified required manpower on shift basis.
k. For ensuring uninterrupted availability of facilities provided at the scan center, the responsibility for providing the required logistics viz. maintenance / service contracts, for this purpose, rests with the Private partner and the cost for the same will be borne by the Private partner.
l. Only new and un-furbished equipment must be installed by the Private partner, after approval from the Public partner.
m. Compliance to all the statutory regulations like PNDT, AERB. etc. shall be the responsibility of the Private partner. The copy of these relevant certificates is to be submitted to the public partner and only then the service should be started & agreement to be entered after getting the due sanction from the public partner. All waste and discards generated by the scan center should be disposed off as per the standard disposal guidelines issued by the respective State Government.
n. The Private Partner shall ensure compliance of all safeguard regulations that have to be taken to protect the health and well-being of all the personnel employed in the scan Center from all radiation hazards.
o. Private Partner should make alternative arrangements of similar quality in the event of breakdown of the services, at his own cost (including the transport of railway

beneficiaries). In case the Private Partner fails to make such arrangement and any damages claimed by the patient/hospital, shall be reimbursed by the Private Partner. The Private Partner shall be given a maximum down time of Seven (07) days by the Public Partner. If the breakdown extends more than fifteen days, railway will be free to penalize the Private Partner by forfeiting all /part thereof of the performance bank guarantee (as per GCC as amended from time to time) decided by MD/RH/PER.

p. Private Partner must keep a soft copy of all records and should be able to provide all statistics and other records to the railway administration on demand.
q. The Private Partner in association with the Public partner will work out the feasibility of developing a methodology to integrate all reports generated by the machines in the scan Centre with the HMIS software of Railway.
r. Private Partner must issue Identity cards and uniforms to their staff.
s. Private Partner must obtain insurance cover for all the equipment at their own cost.
t. Obtaining any permit including civil, electrical, radiation safety requirements / AERB clearance etc. shall be the responsibility of the Private partner.

Special insurance required, if any, in favor of the personnel working in the Scan Centre ambience with its associated radiation levels will be the responsibility and at the cost of the Private partner.

u. One Radiologist should be available during OPD Hours to manage & reporting of MRI. CT & USG including coordination for Tele-reporting.
v. The Private Partner has to permit in his radiological unit, the undergraduate and postgraduate medical students of the hospital for training purposes. The list of the names of undergraduate and postgraduates for training purposes along with their training schedule will be intimated by an authorized Medical officer. The consultants of the Private partner should provide training to undergraduate/postgraduate medical students including DNB trainees, if needed, by the Railway administration without any condition or cost. For Medical education purposes, this Unit will be considered as an integral part of the Hospital.
w. The Public Partner will provide the space and the building in the available existing infrastructure, for setting up the Centre. Before bidding, the Private partner is advised to make a visit to the site and see what infrastructure is available for the proposed Centre. Any alteration or addition, if required shall be done by the Private Partner at his own cost with the approval of Public partner.
x. The property of the Union of India cannot be taxed by any entity unless a specific submission is made by the Central Government.
y. Connection of Electricity and water will be provided by the public partner to the private partner while handing over building/space. No fresh fittings or pipelines will be laid by the public partner. No civil or electrical job inside the handed over portion of the building will be taken up by the public partner. The Private Partner will make his own arrangement inside the allocated space, for all his requirements at his own cost and will also have to

bear the expenditure incurred on electricity and water. An Officer shall be nominated by the Medical Director of the Public partner to coordinate with the Private partner for this purpose.

z. The required power supply will be made available by the public partner at the switch room near the scan center building .The private partner will draw power supply from the switch room through the energy meter provided by them. Actual energy charges as applicable shall be paid by the private partner. All wiring shall be done by the private partner duly fulfilling electrical power safety requirements as per IE Rules.

aa. Air conditioning equipment and electrical fitting shall be provided and maintained by the private partner. The existing centralized AC Ducts and light fittings shall be removed by the private partner and handed over to Railways if not suitable to their requirements.

bb. Process of handing/ taking over at the end of contract period shall be as per the Railway Board guidelines (No.2010/H- l /11/37 dt.30.11.2017}

6.1.29 CONFIDENTIALITY

Both the parties i.e. the Public partner and the Private Partner shall preserve the confidentiality of all information/material relating anyway to the business and shall not disclose any such information to any third party without the prior written consent of either party.

6.1.30 Performance Bank Guarantee (PBG):

a. The issue of LOA (letter of acceptance) or acceptance of offer, shall form a binding contract on the private partner.

b. Successful bidder will be required to sign separate contract agreement with public partner and the successful bidder shall submit a Performance Bank Guarantee in favor of PFA, Southern Railway, within Thirty (30) days of communication of acceptance of offer [issue of LOA) by the public partner. The total Performance Bank Guarantee value payable by the private partner for the entire period of the PPP project is Rs. 41,90,000/- RupeesForty One lakhs Nineteen thousand only (10% of estimated expenditure of Rs. 4.19 Cr annually from RH/PER towards CT, MRI services that is equal to Rs. 41.90 Lakhs), PBG submission is governed by the Relevant clause of GCC Services .

c. The Bank Guarantee shall be witnessed by two witnesses.

d. In case the bidder does not fulfill the contractual obligations the performance guarantee amount shall be forfeited. EMD will be forfeited if the bidder does not deposit the required performance guarantee within the required period or not willing to accept the contract after awarding the same.

e. Performance Security can be submitted by the private partner in any of the following manner:

- Government securities at 5 per cent below the market value. Deposit Receipts, Pay orders, Demand Drafts of the State Banks of India or any of the Nationalized Banks.
- Irrevocable Guarantee Bonds of the State Bank of India or any of the Nationalized Banks.
- Deposit Receipts, Pay orders, and Demand Drafts and irrevocable Guarantee Bonds issued by all Nationalized/Scheduled Commercial Banks. Bank Guarantee should be valid up to a minimum period of 6 months beyond the final date of contract period.
- A deposit in the Post Office Savings Bank.

f. In case the successful bidder fails to submit a Performance Bank Guarantee within the above stipulated time limit, extension of time for submission of PBG beyond 30 days and up to 60 days from the date of communication of acceptance of offer by the Public partner may be given by Public partner (contract signing authority) for which, a penal interest of 15% per annum shall be charged for the delay beyond 30 days.

g. In case the successful bidder fails to submit requisite PBG even after 60 days from the date of communication of acceptance of offer by the Public Partner, contract shall be terminated and penalty equivalent to requisite PBG of the contract shall be imposed and the same shall be recovered from the bidder from its pending dues from anywhere on IR/PSUs/Other Govt. Organizations.

h. PBG should remain valid for a minimum period of six months beyond the expiry of the agreement Period of Ten (10) years.

i. In case of any shortfall in service, on expiry of the agreement period a proportionate amount of PBG will be forfeited besides imposition of liquidated damages as per provisions of the agreement.

j. PBG against this contract may also be withheld / retained against the dues of other contracts. The PBG, if not adjusted fully or partly towards any breach of contract or default on the part of bidder, will be released by the Public Partner after two months of the date of expiry of the service period after verification for due fulfillment of the services.

6.1.31 Schedule for Delivery of Service

a. The full functioning CT scan & USG of the center shall commence within 90 days & MRI within 180 days from the date of handing over the site to private partner. The time frame to commission the project shall commence after the signing of the contract/agreement or handing over the space, is six (6) months. After the expiry of six (6) months, Rs.20,000/- per week will be recovered as a penalty for delay of the project for next one month. After one month of penalty period the deposited performance security may be forfeited and contract may be given to the next bidder or re-tender may be done.

b. If, however, the competent authority accepts, after the expiry of the period fixed for commencement of services, the public partner may grant an extension of the service

commencement period at its sole discretion, subject to the conditions that the public partner has the right to recover from the private partner the liquidated damages within the period fixed for commencement of services.

6.1.32 Liquidated Damages:

a. If the Private Partner fails to deliver the service within the period as stipulated, or repudiates the contract any time before the expiry of such period due to any circumstances save as provided in Clause 21 (xiv), the Public partner reserves the right to cancel the contract for the balance period in whole or in part and recover from bidder the liquidated damages.
b. If, however, the competent authority accepts, after the expiry of the period fixed for delivery, the public partner may grant an extension of the service delivery period at its sole discretion, subject to the conditions that the public partner has the right to recover from the private partner the liquidated damages within the period fixed for delivery.
c. In the event of Private partner failing to discharge Its obligations as per the terms and conditions of the concession, the Public partner shall be reimbursed by the Private partner, the expenditure incurred by Public partner over and above the amount which the public partner would have defrayed the private partner in the normal course as per the terms of concession.

6.1.33 Liquidated Damages (LD) for poor service during six monthly "Monitoring Periods":

a. The service quality will be evaluated after every six months (monitoring period). In case of failure on the part of the bidder to give proper and timely quality service to railway beneficiaries referred to them for investigation, except force majeure conditions and/or cases of delays attributable to the railways, the public partner reserves the right to cancel the contract at the end of six monthly monitoring periods and recover from the defaulting bidder a sum equivalent to 25% to 100% of PBG.

6.1.34 Liquidated Damages (LD) for Failure to provide timely and quality service within stipulated Period and LO in cases of Termination of Contract.

a) If the Private Partner fails to provide the service within the stipulated period, the Liquidated damages (LD) shall be levied@ 100% of the cost of referral for investigations. If, however, delayed services are accepted beyond the stipulated period, the same will not attract LD.

6.1.35 Payments:

a. The yearly premium to be paid to the public partner should be done in advance to PFA Southern Railway.

b. Detailed schedule of the payment of Premium as decided by the Public partner shall be notified in the LOA. In this regard, the instructions of the Public partner shall be final.
c. All payments shall be subject to the deduction of any amount for which the Private Partner is liable under this contract or any other contract in respect of which the President of India is the Public Partner and any other deductions as are legally levieable as per Indian laws.
d. In case of any deduction, details will be provided to the service provider within 15 days with reasons as to such deductions.
e. All bills submitted by the service provider shall be cleared within 30 days.

6.1.36 Study visits by Railway Staff:

a) The Private Partner has to permit in his radiological unit, the undergraduate and postgraduate / DNB medical students of the hospital for training purposes. List of the under-graduate and postgraduate medical students of the hospital for training purpose and the period of their training will be intimated. However postgraduates and residents will accompany the patients for imaging and procedures for academic purposes should not be restricted. The Radiologists/consultants of the private partner should provide training in all the radiological investigation to undergraduate/post graduate medical students, if needed by the Public Partner without any condition or cost. For Medical education purpose, this Unit will be considered as an integral part of the Hospital.

6.1.37 CO-BRANDING

a. "Southern Railway, Central Hospital- "Name of the Private partner will be its co-branding format.
b. The co-branding format will apply to all signage used by Private Partner for any communication or reports.
c. The co- branding format is to be used only for the Railways beneficiaries. The co-branding format shall not be construed that persons engaged by the private partners are Railway employees at any point of time.
d. Southern Railway logo is a must in all communications.

6.1.38 Force Majeure

In terms of 8.14 MANUAL FOR PROCUREMENT OF CONSULTANCY & OTHER SERVICES 2017 issued by Ministry of Finance Department of Expenditure a Force Majeure (FM) means "extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability

or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non- performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract or delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause."

In the above FM clause, the word "purchase organization" represents the Public Partner in all contexts. The above provision shall apply mutatis mutandis in the context of the present agreement. In addition to the above FM clause amendments/instructions issued by the Ministry of Finance from time to time will be applicable.

6.1.39 Laws Governing the Contract

a. This Contract shall be governed by the Laws of India being in force.
b. Irrespective of the place of service, the place of performance or the place of payment under the agreement shall be deemed to have been entered at the place where the agreement has been signed.

6.1.40 Jurisdiction of Courts

a) The Courts of Chennai shall have the jurisdiction to decide any disputes arising out of or in respect of the order.

6.1.41 Indian Railways General Conditions of Contract for Service as amended from time to time, Special Conditions of Contract & Instructions to Bidders, will form part of the bid document to the extent they are not superseded by the above provisions. Dispute resolution, if any, will be governed by GCC for services as amended from time to time.

6.1.42 Termination of Contract Owing To Default of private partner: If the private partner:

a. Fails to commence the service even otter lapse of 180 days from the commence after the signing of the contract/agreement or handing over the space, or

b. Repeatedly fails to maintain the stipulated quality standards adequately, thereby resulting in substandard service based on the half yearly review done by the Public partner, or repeated instances brought to the notice of the Private partner by the Public partner(MD/ his/her authorized representative) or
c. Contravene any provision(s) of the contract and fail to rectify/make good the same despite notice, then, the contract signing authority on behalf of the public partner may serve the private partner with a notice in writing highlighting the default/incidences of breach of contract, and if the Private partner does not within 30 days after the delivery of notice to him, proceed to make good his default in so far as the same is capable of being made good and fails to carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Public Partner, then. the public partner. shall be entitled to rescind/cancel the contract as a whole or in part (as may be specified) after expiry of the 30 days notice period.
d. The decision will be taken to terminate the contract and complete the required services without participation of the private partner. A fair chance of hearing will be accorded to a private partner so as to rectify the faults.
e. If performance of Private partner does not improve on expiry of this period, a notice for termination of the concession agreement shall be issued to the private partner under which the concession agreement stand rescinded and the services will be carried out independently i.e. by referring the cases to outside diagnostic investigation centers without the participation of the Private Partner and the Performance Guarantee shall also be en-cashed/ forfeited.
f. A final termination/cancellation notice will be issued to this effect detailing the Liquidated Damages levied and the consequence involved.
g. The decision regarding whether the default/incidences of breach of contract listed in the 30 - day notice have been made good to the satisfaction of the Public partner vests only and fully with the Public partner.
h. That it is agreed that a minimum of **60 days' tim**e will be provided for removal of all belongings may it be machine, man or tools from the project site and during this period the services shall not be effective.

6.1.42 (A) payment of Contract Owing To Default of public partner

I. That in case if the Public partner fails to give timely payment
II. That in case if the Public Partner fails to keep with the terms of this agreement

That the Private Partner shall write a letter raising the issues of dispute with the Public Partner and a 15 days' time span will be allowed to resolve the issue with the intervention of the Public Partner.

6.1.42(B) EXIT NOTICE-

That a **Notice Period for both the parties may be kept as 60 Days.**

6.2 TECHNICAL SPECIFICATION OF MACHINE

6.2.1 Technical Specifications Of 128 Slice Dual Energy Cardiac CT Scanner

a. The Model Offered should be the latest state of the art, under current production. System should come with latest platform & offered model should be the latest and launched in RSNA or ECR not later by 2017 It should be upgraded with the latest software version. If a HW upgrade is required to run the latest software version to its normal performance, the respective HW should be upgraded to support the latest software. Refurbished/ Remanufactured /Gold Seal units will not be accepted.

b. It should have a minimum 64 rows of physical detectors with the latest Dose reduction feature/ Algorithm as standard. The system should have dual energy acquisition & processing capabilities to perform dual energy studies and perfusion studies. Fusion studies, all Angiographies (With arrhythmia correction for coronary angio)

   Scan time: The minimum time should be 0.35sec or less for FULL scan (360 deg.) with a choice for selection of different scan times. It should be possible to use the minimum scan time for all applications including Coronary cardiac CT and routine Adult patient scans.

   Temporal resolution: should be 200 milliseconds or less for single sector / segment reconstruction for motion free cardiovascular imaging. (Calcium Score. Cardiac Analysis, LV Functional Analysis & Stenosis Measurement) must be available with Vessel analysis.

   Slice Thickness: There should be various slice, thickness available with minimum being 0.625mm. Dual Energy: Dual Energy Applications (Calculi classification, gout etc.) must be offered.

Generator and X-Ray Tube: 72kW power or more with Tube anode heat storage 7 MHU or more & should deliver maximum of 600 mA.

Additional Software's should be quoted as standard:

1. Metal artifact reduction
2. Real time MPR, MPR thin & Thick with view prospective of Sagittal, Coronal and Axial views

3. 30 Shaded Surface Display
4. Volume calculation
5. Volume Rendered technique
6. CT Angiography
7. Virtual Endoscopy
8. Auto Bone removal facility
9. Neuro perfusion and Neuro DSA facility

Work Station:

Multi-modality workstation for CT & MRI: workstation with server client architecture with 2 Tb storage capacity and processing capability of 20,000 concurrent licenses. 2 such workstations with 2 concurrent licenses with all the applications should be provided.

Standard Accessories: The system should be supplied with the following accessories as standard.

1. Pressure Injector: Dual head pressure injector of reputed make
2. UPS - for entire Image processing system for 30 minutes backup
3. Camera - DICOM camera with 500 DPI resolution.
4. Lead Apron, Thyroid Shield, gonadal shield - 3nos, each
   (Annexure for Machine Specification & Compliance) - Mandatory Document

It should be US FDA Approved

6.2.2 MRl-3 Tesla

The Model Offered should be the latest state of the art, under current production. The system should come with the latest platform & the offered model should be latest and launched in RSNA or ECR not later by 2016. It should be upgraded with the latest software version. If a HW upgrade is required to run the latest software version to its normal performance, the respective HW should be upgraded to support the latest software. Refurbished/ Remanufactured/Gold Seal units will not be accepted.

A.MRI (US FDA Approved in last 5 years), Whole Body 3 Tesla Magnetic Resonance Imaging system optimized for higher performance, bore >/= 70cm of reputed brands like GE, SIEMENS, and PHILIPS etc. with up-to-date software. It should have a minimum 32 or more independent RF channels. Amplitude of min 44 mT/s or more along each axis at the Slew rate of 200T/m/s. Best homogeneity possible. Latest RF transmit system with minimum 30 kW RF amplifier. RF transmit system (like Multi-Transmit/ Multi Drive/ True shape, Parallel Transmit etc.) with at least two independent output sources/Port.

B. Following applications should be supplied

1. Compressed Sense Technology or equivalent
2. Small FOY Diffusion
3. Diffusion tensor imaging 256 directions
4. Silent sequences with gradient wave modification
5. Non-Contrast Angiography for whole body
6. Time resolved angiography
7. Advanced Cardiac package
8. Free breathing liver exam with fat iron quantification
9. Advanced Metal Artifact Reduction Technique

C. Coils (TIM/GEM/D-Stream or equivalent) to be Included are:-

1. Neurovascular coil (Head 32 channel or more .Head and neck 20 Channels or more for high resolution imaging
2. Spine array coil (24 channels at 50 cm FOV or more).
3. Dedicated Breast coll (16 channel or more).
4. Dedicated knee coil (16 or more channels).
5. Flex coils (small & large)4 channels or more
6. Whole body coil (32 channels or more with coverage of at least 200 cms)
7. Dedicated shoulder coil (16 channels or more).

All sequences for above studies are mandatory

6.2.3 Mammography:

The system should be advanced high end Digital Mammography with 3D Tomosynthesis consisting of:

Motorized Isocentric Gantry with 3D capability

a) Detector should have

1. Minimum Detector active area: 24 x 29 cm or more
2. Pixel size (pitch): 100 μm or less
3. Patented needle structure CsI scintillator

b) Tube should have

1. Four focal spots: 0.1 and 0.3 . IEC on each target
2. Target angle: 0 degree
3. Maximal high voltage: 49 kV

c) Grid/Breast Support

1. Universal grid capable to be used in advanced applications such as Digital Breast
2. Tomosynthesis (DBT) and Contrast Enhanced Spectral Mammography

(CESM)

3. Motorized installation and removal of the grid and breast support for geometric magnification

d) Collimator

Field of View (FOV) in detector plane, in cm: For standard contact views: 24 x 29 maximum FOV or 19 x 23 regular FOV (centered or off-centered left and right), based on the paddle used,breast support and gantry rotation angle.

e) Safety

Gantry locked when compression force applied

f) Positioner

1. Isocentric arm with motorized rotation and vertical movement
2. Floor to image receptor distance: from 65 cm to 150 cm or wider
3. Rotation angle: -180/+180 degrees

g) Exposure Control

The system should have manual, semi-automatic and automatic mode

It should be US FDA Approved

6.2.4 Dual-energy X-ray bone densitometer

Should utilize a narrow-angle fan beam and direct or indirect digital detector to provide precise results in all skeletal sites, and enable clinicians to properly monitor the therapy of their patients.

Should provide precise body composition results, such as fat mass and lean mass, at any part of the human body.

Dual Femur measures quickly and automatically both right and left femora without repositioning the patient. Each femur BMD and average of both femora is provided in a combined easy-to-read report with patient trending capability.

It should be US FDA Approved

6.2.5 Specifications for Colour Doppler Ultrasound Scanner

TECHNICAL SPECIFICATIONS FOR HIGH END ULTRASOUND MACHINE

1. It should be a robust state of the art, fully digital high end color Doppler Ultrasound System capable of precision beam forming, Capable of performing imaging applications in Radiology, abdominal, OBs/Gynaec, Fetal Heart, musculoskeletal, small parts, Urology, Breast, Pediatric etc.
2. Offered item should be the latest version/model incorporating the latest advance in ultrasound imaging. Outdated/second hand/refurbished/models on the verge of obsolescence are not acceptable.
3. The system should have a broad band beam former capable of processing signals from 1-22 MHz.
4. The system should have the latest state of the art Massive Parallel Beam forming technology to ensure no compromise between Temporal and Spatial resolution.
5. System processing channels must be more than 40,00,00.
6. Frame rate of 1900 frames/sec or better preferred.
7. System with Digital TGC control is preferred.
8. System with at least 4 or more active transducer probe ports preferred.
9. The system must contain an inbuilt gel warmer.
10. The system should incorporate facilities for high resolution 20, M-mode, PW. Color Flow Imaging, Color Power Angle Imaging, Power Pulse Inversion Harmonics, Directional Color Power Anglo Imaging modes, Elastography and Comprehensive 4D Package.
11. The system should have Full Spectrum Imaging, Tissue Harmonic Imaging, Spatial Compound Imaging, Pulse Inversion Harmonic Imaging, Trapezoidal Imaging, Quad & Dual Imaging, 2D/C Live Imaging, Tissue Doppler Imaging. Anatomical M mode, Automatic PW Doppler Adjustment and Auto 2D Adjustment.
12. The system should have a scan depth of 40 cm or more. Please specify through the data sheet.
13. The system should have 256 shades of gray display.
14. System should have facility for real time or frozen; pan or point zoom
15. System should preferably cine loop review of minimum 10000 frames or better.
16. The system should have a panoramic extended field of view.
17. The system should be capable of control panel movement (up/down, back and forth & side-ways) for better ergonomics
18. The system must have Contrast Ultrasound with Time intensity Curves.
19. The system should have an Advanced' Image- Processing algorithm to analyze between targets and artifacts so as to sharpen target anatomy, reduce' the speckle artifact to improve image quality.
20. The system should have a Dynamic range of 280 db or more.
21. It should have extensive software and automatic and user programmable calculation packages for gray scale, color Doppler, 3D and 4D applications.
22. The system should have auto biometry measurement in OBS application.

23. The system should have a 21" or more Flat panel high resolution LCD/ LED/OLEO monitor with a flexible arm.
24. The system should have 12" or more high-resolution wide LCD/LED touch screen control.
25. The system should support a single button to customize the workflow of the doctor.
26. The system should be able to show hemodynamic color flow (Alpha blending). System should have the ability to show 30 like visualization of blood flow.
27. The system should be DICOM ready.
28. The system should have real time color coded 2D Shear wave Elasto graphy with Convex, linear & TVS Probes.
29. The system should have real time color coded 20 Shear wave in Abdomen, Breast, MSK & Prostate application.
30. The system should have Breast, Thyroid, Cervical and prostate elasto graphy with quantification.
31. The system should have Real time 3D/4D imaging.
32. The system should have volume imaging features like Multi slice imaging, Oblique view, VOCAL. Etc.
33. The system should have Fetoscopic view technology that displays detailed volume rendering, enabling users to easily identify subtle anatomical structures with change in position of light source. Anatomies look realistic when viewed in color.
34. The system should have structured reporting of Breast & Thyroid Lesions using BIRADS & TIRADS scoring.
35. The system should have Micro Vascular Flow imaging to visualize hemodynamics in micro vessels without the use of Contrast.
36. The system should have 3D like hemodynamics visualization in 2D Color Doppler imaging for better delineation of vessel lumen and abnormalities.
37. System should have built in Image management Software, for off line application when patient has gone after examination, such as image manipulation, Multi Planner reformatting, surface & volume rendering etc. II should have storage memory of 512 GB or more with built in CO/DVD read write, SSD preferred.
38. The system should have probe compatibility with High frequency Pediatric& Neonatal echo probe, Micro Convex probe. small footprint Hockey Stick Probe & TEE probe.
39. The system should have a comprehensive liver fat quantification package with Tissue Attenuation Imaging and or Tissue Scattered Imaging.
40. The system should have special features for better needle visualization.
41. The system should be upgradable for doing fusion (CT/MRI) imaging for Liver, Breast & Prostate.
42. The quoted model should be US FDA approved.
43. Please respond to each specification in the same format and order and support it with the Product Data Sheet.

SYSTEM SHOULD BE PROVIDED WITH FOLLOWING TRANSDUCERS:

A. Convex Abdominal probe with frequency range from 1 to 6 MHz (+/-2 MHz Frequency Acceptable)
B. Endo cavity Volume probe (4D) (TV/TR) 3 to 10 MHZ (+/-2 MHz Frequency Acceptable)
C. Volume Convex (4D) Probe with frequency range of 1 to 6 MHz (+/-2 MHz Frequency Acceptable)
D. Linear probe with frequency range of 4 to 9MHz or wider frequency range preferred.
E. Linear Hockey Stick/intraoperative probe with maximum frequency of 20 MHz or higher preferred.
F. Endo cavity (2D) probe with frequency range of 3 to 10 MHz(+/-2 MHz Frequency Acceptable)
G. Micro Convex (2D) Probe, with frequency range from 4 to 9 MHz or wider.
H. Cardiac sector probe for Echo Imaging with frequency range from 1 to 5 MHz or wider.
I. The offered Convex Abdominal probe, Volume convex probe and at least one of the linear probes should have single crystal technology or similar latest transducer technology.
J. The offered Convex Abdominal probe, at least-one-of the endocavity probes and at least one of the linear probes should be capable of real time 2D shear wave elastography.

SYSTEM SHOULD BE PROVIDED WITH FOLLOWING ACCESSORIES:

A. Examination Hydraulic Couch.
B. Black & White Thermal Printer.
C. 2KVA UPS with 30 min Backup.
D. Height adjustable chair with 4 wheels & Head rest.
E. Separate Desktop Computer with IMS & Color Laser Printer with Wi-Fi.
F. DICOM Printer (Single tray or better).
G. 10 Liter Ultrasound Gel.
H. Biopsy guides with convex, linear & Endocavity (Disposable, at least 500) transducers.

6.2 Key Performance Indicators & Penalties:

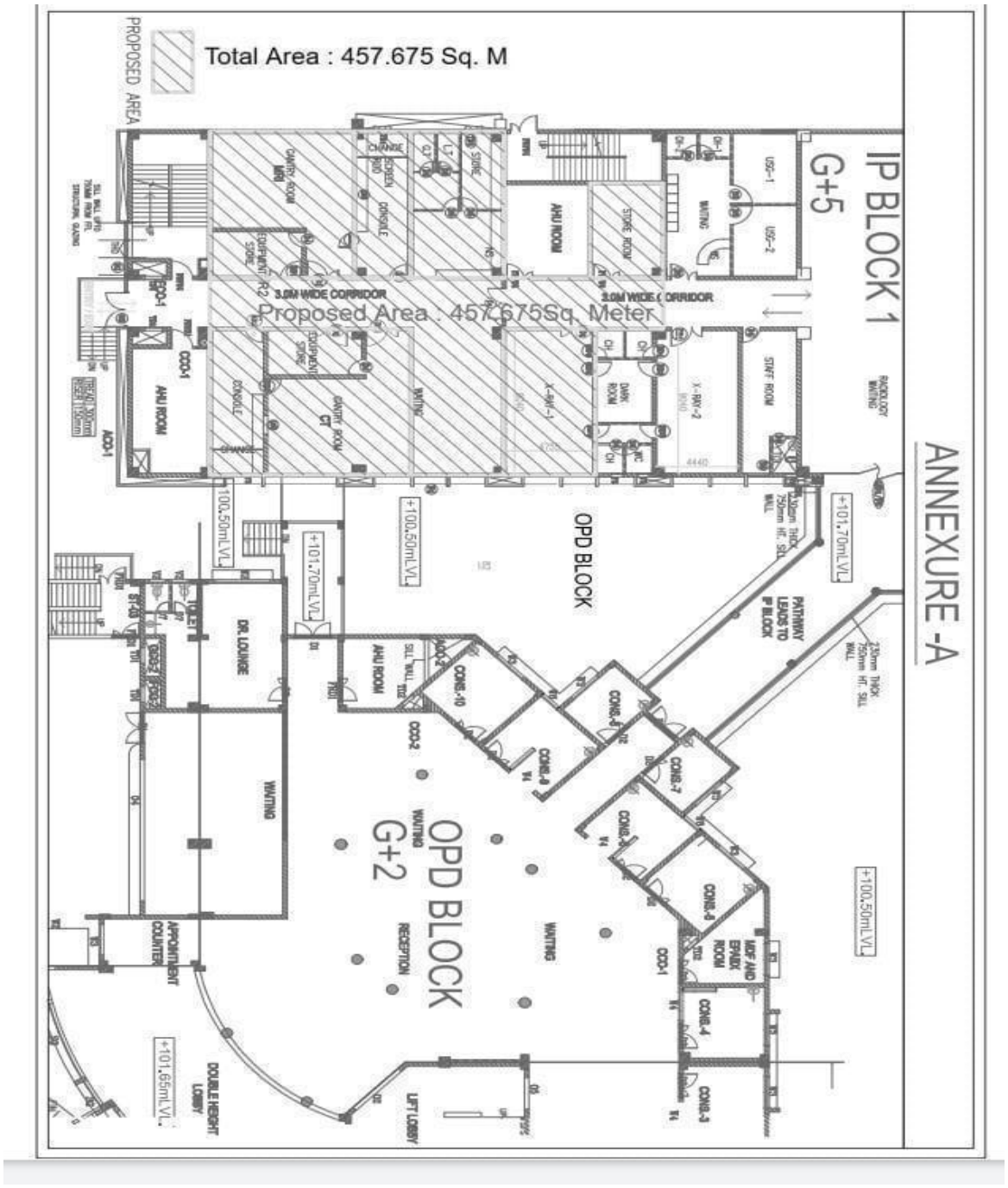
Sl.No	Operational Parameter	Threshold Time	Penalties in case of Default
1.	Equipment Uptime: Downtime shall be considered in case of non-Operation of Primary Equipment due to technical administrative reason on part of the Concessionaire, which shall include non-operation of the DG Set	• Service Provider should make alternative arrangements of similar quality in the event of breakdown of the services, at his own cost (including the transport of patients). • In case the Service Provider fails to make such arrangement and any damages claimed by the patient/hospital, shall be borne by the Service Provider.	INR 10,000 (Indian Rupees Ten Thousand only) per Primary Equipment per day in the first week. INR 12,000 (Indian Rupees Twelve Thousand only) per Primary Equipment per day in the Second week.

		• The service provider shall be given a maximum down time of seven days by the Railway administration. • If the breakdown extends more than 15 days, railway will be free to penalize the service provider by forfeiting 25% of Performance bank guarantee.	
2.	Denial of services to select patients	No. instances of denial to select patients per month	INR 20,000 (Indian Rupees twenty Thousand only) for every such instance reported
3.	Appointment slots for Select Patients	Appointment for CT/MRI scans (including completion of scanning) should be given to patients within 48 (forty-eight) hours of registration.	INR 5,000 (Indian Rupees Five Thousand only) for every instance of default.
4.	Turn Around Time (Uploading of scan images) Concessionaire to upload CT/MRI Images on the server	Within 90 (ninety) minutes of completion of each CT/MRI performed	Penalty in an amount calculated at the rate of INR 2000 (Indian RupeesTwo Thousand only) for every instance of default in excess of 10 (ten) defaults per month.
5.	Turn Around Time (Report Generation) Concessionaire to provide Hard Copy & Soft Copy of the Report and CT/MRI Scan Images to the patient/referral doctor.	Hard copy and soft copy of the Report and CT//MRI scan images to be submitted to the patient/referral doctor within 24 (twenty-four) hours of scan	Penalty in an amount calculated at the rate of INR 5000 (Indian Rupees Five Thousand only).
6.	Charge fee from Select Patients: If fee is collected from Select Patient for which reimbursement has to be made by Authority		For every default, INR 10,000 (Indian Rupees Ten Thousand only) shall be charged

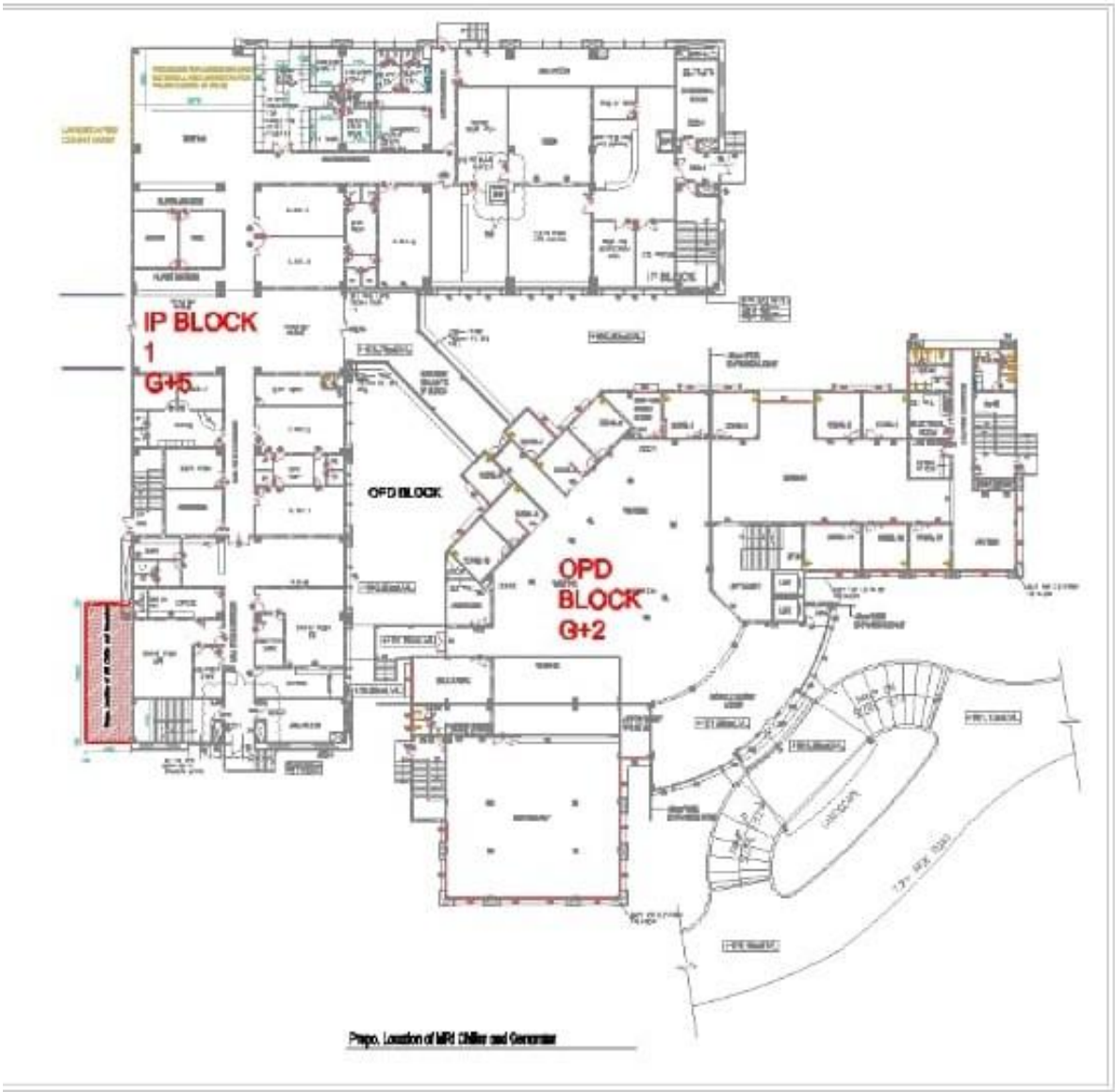
6.3 SITE PLAN

The Public Partner will provide a space to the private Partner at the New Railway Hospital /Perambur /Chennai, in the IPD Block of "L" Block to the extent of 457.675 Sq. Meter measuring East to West 22.0 Meters and North to South 20.8 Meters. The schematic

diagram depicting the lay out of the space which is proposed to be allotted for setting up of the Scan center.



Layout with Location of MRI chiller and Generator



6.4 PROFORMA FOR PERFORMANCE BANK GUARANTEE:

- Guarantee No. :
- Amount of Guarantee: Rs.,
- Guarantee Period: to Last date of lodgment of claim:
- In Consideration of the President of India acting through The PFA Southern Railway hereinafter referred to as the Government) having accepted vide letter No., dated.. the bid submitted by M/s. ….. (hereinafter referred to as the Concessionaire{s) and agreed to grant a contract for work reference: (hereinafter Called the Concession Agreement) and whereas one of the terms agreed by the said Concessionaire, is that he should give a Performance Guarantee in the form as irrevocable Bank Guarantee amounting to 10% of the Concession value i.e, Rs. - (Rs in words) valid up to by way of Performance Bank Guarantee for the due observance of the terms and conditions, performance and fulfillment of the said Concession Agreement.

1. We,...(Bank Name) having branch office at Branch, (hereinafter referred to as the Bank) at the request of contractor do here by irrevocably and unconditionally guarantee to the Government that the Concessionaire shall duly perform and discharge their obligations under the Concession Agreement to the full satisfaction of the Government and render all necessary and efficient services which may be required to be rendered by the Concessionaire in connection with and / or for the performance of the works as per the specifications stipulated in the bid No. and Letter of Acceptance No. …, dated ..within the time of reckoned from the date as per the letter of acceptance, and further guarantees that the works which shall be done by the contractor under the said Concession Agreement, shall be actually performed in accordance with terms and conditions of the Concession Agreement to the full satisfaction of the Government.

2. We, ..(Bank Name & Branch) do hereby undertake to pay to the Government an amount not exceeding Rs. /- (Rs. In words) against any loss and / or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Concessionaire(s) of any of the terms or conditions contained in the said Concession Agreement.

3. We. (Bank Nome & Branch) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Concessionaire(s) of any of the terms or conditions contained in the said Concession Agreement or by reason of the Concessionaire(s) failure to perform the said Concession Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _/· (Rs. In words).

4. We ..(Bank Name & Branch} undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Concessionoire(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment there under and the Concessionoire(s) shall have no claim against us for making such payment.

5. We..(Bank Name & Branch) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance or the said Concession Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or Discharged or till the Government certified that the terms and conditions of the said Concession Agreement have been fully and properly carried out by the said Concessionaire (s) and accordingly

discharges this guarantee. Unless o demand or claim under this guarantee is mode on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.

6. We,... (Bank Name & Branch) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner out obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Concessionaire (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Concessionaire (s) and to forbear or enforce any of the terms and conditions relating to the said Concession agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Concessionaire (s) or for any forbearance , act or omission on the part of the Government or any indulgence by the Government to the said Concessionoire(s) or by any such matter or thing whatsoever which under the law relating to sureties would, But for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution on the Bank or the Concessionoire(s).

8. We, (Bank Name & Branch) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

9. Notwithstanding anything mentioned herein above:

(A) Our liability under this guarantee is restricted up to Rs._ , (Rs. In words).

(B) Our guarantee shall remain force till.

(C) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of the guarantee on or before .

Date:

Place:

6.5 PROFORMA FOR AFFIDAVIT / UNDERTAKING BY BIDDER REGARDING SOLVENCY AND COMPETENCY.

No: Date:

To
THE PRESIDENT OF INDIA
Acting through the Medical Director, Southern Railway Central Hospital, Ayanavaram, Chennai-23

Dear Sir,
Subject: Ministry of Railway's Bid No.:
I,..... (name of bidder's authorized signatory) S/o Address……do solemnly declare and affirm/undertake as under:

I am the Managing Director/ Director of the Firm/Company operating in the name and style of (name of Firm/Company) having its Headquarters at ... (complete address of headquarters)
I am competent to sign this affidavit/undertaking on behalf of the company/Firm mentioned above.
I/We are financially solvent and have not filed for/been declared 'Bankrupt'.

I, ...Son / Daughter of Shri .....Director / Authorized Signatory of..... am competent to sign this declaration and execute this bid document.

I have carefully read and understood all the terms and conditions of the bid and hereby convey my acceptance of the same.
The information / documents furnished along with the above bid application are true and authentic to the best of my knowledge and belief. I / we, am / ore well aware of the fact that furnishing any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.

I have never been black listed by any organization and no vigilance enquiry is pending against me or my company. The company owners have never been convicted by any court.

Yours faithfully,
(Name & signature of authorized signatory of Bidder Firm)
For & on behalf of M/s (Name of biding Firm)
Date:

Place: Company's Seal

6.6 DETAILS OF FINANCIAL CREDENTIALS APPLICANTS DETAILS AND CONTACT INFORMATION

(To be attached with Technical bid documents.)

1. Name of Bidder:
2. Name of Proprietor:
3. Office Address :
4. Contact Telephone Nos. :
5. Fax No.
6. E-Mail:
7. Registration Details:
8. PAN/ TAN No.:
9. G.S.T. Registration No.:
10. Details Of Earnest Money Deposit Amount (Rs.):
11. E payment details of EMO remitted :
12. Name, Telephone and Mobile No. of the authorized signatory:
13. Annual Financial Turnover of the Institution during the last 3 years

S.No	Financial year	Annual Turnover (in Rs)	Net Profit (in Rs)
1	2023-24		
2	2024-25		
3	2025-26		

Supporting documents in the form of Certificate(s) from its statutory auditors specifying the annual turnover of the Bidder arising from Operations/Services of the diagnostic centers for the relevant years, duly accompanied by Audited Balance sheets along with the stamp, signature and ICAI membership number of the chartered accountant shall be mandatorily enclosed.

Signature of authorized signatory Name:
Place:
Seal:

6.7 APPLICABLE GUIDELINES:

In addition to the Railway Board guidelines for installation of Radiological services in Railway Hospitals on PPP mode, the following are the statutory compliances to be possessed by the Bidder.

a) All the Regulatory requirements as published by AERB from time to time for Radiation Safety In Manufacture, Supply And Operation Of Radiological Diagnostic Equipment.

b) PC-PNDT Act 1994 for regulation of prenatal diagnostic techniques.

6.8 Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, and as amended up to date, shall be applicable for this Tender & compliance to these rules from BIDDERS is essential.

6.9 FORMAT FOR QUOTING THE PREMIUM

S.No	Description	Details
1	Name of the Bidder	
2	Premium/ Year Offered by the bidder (in INR) Both in words & Figures (Excluding GST)	

Signature of Authorized Signatory

Date: Full Name:

Place:

Bidding Firm's Seal:

"The premium amount payable by the Private partner to Railways, would attract 18% GST, payable on RCM basis by the Private partner under SAC: 997212, if the successful bidder is registered with GST. The Premium amount is to be quoted exclusive of GST."

$ Above mentioned table is given only for illustrative purposes.

6.10 FORMAT FOR 30 DAYS NOTICE

SOUTHERN RAILWAY

(Without Prejudice)

To: M/s.
Dear Madam / Sir.
Concession Agreement No:
In connection with

1.Performance Notice under Clause No. 7.4 of General Conditions of Contract was given to you under this office letter of even No. dated ... but you have taken no action to commence the services / improved the quality of the services to the specified standards.
2.You are hereby given 30 days notice in terms of clause 7.4 of General Conditions of Contract, to commence the service to make good the default, failing which further action as provided in clause 7.4 of General Conditions of Contract to terminate your Concession Agreement and complete the balance services without your participation will be taken.
3. If your performance does not improve, on expiry of the period, a notice for termination of the above contract shall be issued to you under which the Concession Agreement stand rescinded and the service under this contract will be carried out independently without your participation and your performance guarantee shall be encashed / forfeited and consequences which may please be noted.

Kindly acknowledge the receipt.

Yours Faithfully,
For and On behalf of the President of India

6.11 UNDERTAKING FOR TRUTHFULNESS / CORRECTNESS OF THE DOCUMENTS SUBMITTED/ UPLOADED BY THE BIDDER ALONG WITH THE BID

1. (Name and designation)* appointed as the attorney/authorized signatory of the bidder (including its constituents),M/s …..(hereinafter called the bidder) for the purpose of the bid documents for the work of as per the bid No…..of (Railways), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under;
2. I /We the bidder (s) am/are signing this document after carefully reading the contents.
3. I/We the bidder (s) also accept all the conditions of the bid and have signed all pages in confirmation thereof.
4. I/We hereby declare that I/ we have downloaded the bid documents from Indian Railway website www.ireps.gov.in. I/ We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the bid document.
5. I / We declare and certify that I /We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
6. I / We also understand that my / our offer will be evaluated based on the documents / credentials submitted along with the offer and the same shall be binding upon me/ us.
7. I / We declare the information and documents submitted along with the bid, by me /us are more correct and I /we are fully responsible for the correctness of the information and documents submitted by us.
8. I / We understand that if the certificate regarding eligibility criteria submitted by us are found to be forged / false or incorrect at any time during the process of evaluation of bid, it shall lead to forfeiture of bid EMD, besides banning business of upto 5 years. Further. I / we (insert name of bidder**) and all my/ our constituents understand that my / our offer shall be summarily rejected.
9. I / We also understand that if the certificate submitted by us are found to be false / forged or incorrect at any time after the award of the contract. it will lead to termination of the contract along with the forfeiture of EMD and Performance Guarantee, besides any other action provided in the Concession Agreement. Including banning of business for a period of up to 5 years.
10. I/We declare and certify that there is no conflict of interest that affects the bidding process as described in clause 2.2.1 of the RFP document.

Seal and Signature of the Bidder

Place and Date:

** (The contents in italics are only for guidance purposes. Details as appropriate are to be filled in by the bidder.)