

e-tender ID No. 2026_DAMAN_4959_1 Outsourcing of Operation and Reporting of Complete Radiology Centre Services for the fully equipped Radiology Department with MRI, CT Scan, Mammography and OPG Facilities at the new campus of 342-bedded NAMO Hospital Daman for a period of Three (03) Months

U.T. Administration of Dadra & Nagar Haveli and Daman & Diu
Department of Health and Family Welfare, DNH & DD
Office of the Central Procurement Branch
Daman

E-mail: cpbdaman106@gmail.com

No. CPB/DNHDD/RADIO S/2026-27/255

Date: 10.09.2026

A. TENDER NOTICE/NOTICE INVITING TENDER (NIT)

The Department of Health & Family Welfare, DNH & DD on behalf of President of India, invites online tender <https://ddtenders.gov.in/nicgep/app> agencies/firms having experience in operation, management and reporting of Radiology/Diagnostic Imaging Services, for Outsourcing and Reporting of Complete Radiology Services for the fully equipped Radiology Department having MRI, CT Scan, Mammography and OPG facilities at the new campus of 342-bedded NAMO Hospital, Daman for a period of three (03) months.

Sr. No.	Particulars	Tender Fees	(E.M.D.) Earnest Money Deposit
1.	Outsourcing and Reporting of Complete Radiology Services for the fully equipped Radiology department with MRI, CT Scan, Mammography and OPG Facilities at the new campus of 342-bedded NAMO Hospital, Daman for a period of three months	Rs. 1,000/-	Rs. 84,000.00

Bid document downloading Start Date : **10.09.2026**
Bid document downloading End Date : **17.09.2026, 10:00 Hrs.**
Last Date & Time for receipt of Bid : **17.09.2026, 10.30 Hrs.**
Preliminary Stage Bid Opening Date : **17.09.2026, 11.00 Hrs.**
Technical Stage Bid Opening Date : **17.09.2026, 11.30 Hrs.**

Bidders have to submit Technical Bid and Price Bid in Electronic format only on <https://ddtenders.gov.in/nicgep/app> website till the last date and time for submission. Technical Bid and Price Bid in Physical format shall not be accepted in any case. All documents uploaded/scanned must be legible and readable.

Bid submission should be done along with Tender Fees & EMD in original by R.P.A.D./Speed Post or to be deposited in the tender box kept in the office of the Central Procurement Branch, Silvassa as per Rule 170 of the General Financial Rules (GFR), 2017. However, Tender Inviting Authority shall not be responsible for any postal delay. Tenders can be downloaded from <https://ddtenders.gov.in/nicgep/app> and www.ddd.gov.in

1. The Tender Fees & EMD should not be forwarded by cash.
2. The Tender Fees will be accepted only in form of DD/Bankers Cheque of any Nationalized or Scheduled Bank of India payable at Daman in favour of “The

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Medical Superintendent NAMO Hospital, Daman". The Tender Fees will be Non-Refundable.

3. The EMD will be accepted in form of DD, FDR or Bank Guarantee from any Commercial Banks in an acceptable form payable at Daman in favour of the **The Medical Superintendent NAMO Hospital, Daman."**
4. The EMD will remain valid for a period of 45 days beyond the final bid validity period as per Rule 170 of the General Financial Rules (GFR), 2017.
5. Bids must be submitted through the e-procurement portal only; manual or offline bids shall not be accepted as per Rule 160 of the General Financial Rules (GFR), 2017.

The tender inviting authority reserves the right to accept or reject any or all the tender to be received without assigning any reasons thereof. In case bidder needs any clarification on the process of bidding for participating in online tender for further details, correspondence can be made on E-mail: [cphp-nic\[at\]nic\[dot\]in](mailto:cphp-nic[at]nic[dot]in), Mobile No: +91-7878007972 and +91-7878007973, Tel No. 1800 3070 2232 Website: <https://ddtenders.gov.in/nicgep/app>

SD/-
In-charge,
Central Procurement Branch
DNH&DD
E-mail Id: cpbdaman106@gmail.com

Copy to: -

- 1) The Secretary, Health & Family Welfare, DNHDD.
- 2) The Director, Medical & Health Services, DNHDD
- 3) The Mission Director, NHM, DNHDD.
- 4) IT Department, D&NH, with a request to publish in Website.

B. INSTRUCTIONS TO BIDDERS

- 1) **Availability of Tender Documents** : All Tender Documents can be downloaded free from the website <https://ddtenders.gov.in/nicgep/app>
- 2) **Mode of Submission**: All bids should be submitted online on the website <https://ddtenders.gov.in/nicgep/app>
- 3) **Guidelines for Online Participation**: The user can get a copy of instructions to online participation from the website <https://ddtenders.gov.in/nicgep/app>
- 4) **Supplier Registration** : The suppliers should register on the website through the “New Supplier” link provided at the home page.
- 5) **Bid Validity Period**: The bid shall remain valid for a period of **45 days** from the date of opening of technical bid.
- 6) **Digital Signature Certificate (DSC)**: A valid Digital Signature Certificate is mandatory for participation in the e-tender. The bidder must ensure all uploaded documents are digitally signed using a valid Class-III. Digital Signature Certificate (DSC).
- 7) **Clarifications & Communication** : For any queries regarding tender specifications or clauses, correspondence may be:
**The In-Charge,
Central Procurement Branch
Ayushman Arogya Mandir
Dholar, Moti Daman – 396220
U.T. of DNH and DD
Phone No. 0260-2990191
Email – cpbdaman106@gmail.com**
- 8) **Document Submission**
All documents uploaded/scanned must be legible and readable.
- 9) **Document Categorization and Submission**:
 - a. Documents are categorized into **Group A** and **Group B**.
 - b. Group A documents comprising Tender Fee and EMD shall be submitted physically at the office of the Central Procurement Branch as specified in the tender document.
 - c. Group B documents comprising eligibility documents, technical documents, experience certificates, statutory registrations, declarations, undertakings and other documents specified in Annexure-B shall be submitted online through the e-procurement portal.
 - d. Uploading of all required documents on the tender website is essential.

10) Radiology Service Compliance

The bidder shall submit a detailed technical compliance statement against each requirement specified under the Scope of Work and Technical Specifications. The bidder shall clearly indicate “Complied/Not Complied” against each requirement and provide supporting documents wherever applicable.

Any false, misleading or fabricated statement/document furnished by the bidder shall result in rejection of the bid and may also result in forfeiture of EMD.

11) Amendment/Modification/Corrigendum process

Amendment/Modification/Corrigendum may be incorporated as per the requirement of the department before accepting or rejecting any or all tenders in part or whole without assigning reasons.

12. Withdrawal of Bids

The department has the whole right to withdraw any or all tenders in part or whole without assigning reasons at any time before issuing the purchase order to the bidders. This decision will be binding to all the bidders.

C. TENDER SUBMISSION SYSTEM

1. Two-bid system:

- **Technical Bid** and **Financial Bid** to be submitted online at <https://ddtenders.gov.in/nicgep/app>
- **EMD & Tender Fees** to be submitted online as well as physically in the Tender Box along with a covering letter.

The envelope containing the original copy of Tender Fee and EMD should be superscribed as:

“Bid No _____ for Outsourcing of Operation and Reporting of Complete Radiology Centre Services for the fully equipped Radiology Department with MRI, CT Scan, Mammography and OPG Facilities at the new campus of 342-bedded NAMO Hospital Daman for a period of 03 Months.”

2. Tender Fee (Non-Refundable) – Rs. 1000/-

- a) Tender Fees shall **not be accepted in cash.**
- b) The fee must be submitted in the form of **Demand Draft (DD) or Banker’s Cheque**, drawn in favour of: “**The Medical Superintendent NAMO Hospital, Daman**”, Payable at Daman from any **Nationalized or Scheduled Bank** of India.
- c) Tenders without the prescribed Tender Fee will be **summarily rejected.**

3. Earnest Money Deposit (EMD) – Rs. 84,000/-

- a. All tenders must be accompanied by the prescribed **EMD** of tender/items value, failing which they will be **rejected.**

- b. EMD is to be obtained from the bidders except MSME and Startups as per Rule 170 of General Financial Rules (GFR), Rules, 2017.
- c. Bidders claiming MSME or Startup exemptions must submit valid supporting documents corresponding to the exemption claimed, such as the UDYAM Registration Certificate (as per MSME Notification 2021),
- d. EMD is to be submitted in favour of **“The Medical Superintendent NAMO Hospital, Daman”** issued by any Nationalized or Scheduled Bank authorized by the RBI to undertake Government business.
- e. EMD may be submitted in any of the following forms:
 - **Fixed Deposit Receipt (FDR)**
 - **Bank Guarantee (BG)**
 - **Demand Draft**
- f. The EMD shall remain valid for a period of 45 days beyond the final bid validity period as per Rule 170 of the General Financial Rules (GFR), 2017, **i.e. 90 days**
- g. EMD in any form other than those permitted under the provision of GFR, as amended from time to time, will **not be accepted**.

4. Exemption from EMD (As per GFR Rule 170)

1. **Micro and Small Enterprises (MSEs)** registered under the **MSME Procurement Policy** are **exempt from EMD submission**.
 - o Such bidders must, however, submit a **Bid Securing Declaration** accepting that if they withdraw or modify their bids during the validity period, or fail to sign the contract/submit performance security, they will be **suspended for 12 months** from eligibility to bid for tenders under the Department of Health & Family Welfare, DNH & DD.
2. Under MSE category, **only manufacturers** (for relevant goods) and **service providers** (for relevant services) are eligible for EMD exemption. **Traders are excluded**.
3. Start-ups (whether MSEs or otherwise) are also **exempted** from EMD, prior experience, and prior turnover requirements, subject to meeting quality and technical specifications as per O.M issued by the Ministry/UT Administration time to time.
4. Bidders claiming exemption from EMD must, however, submit a **Bid Securing Declaration** accepting that if they withdraw or modify their bids during the validity period, or fail to sign the contract/submit performance security, they will be **suspended for 12 months** from eligibility to bid for tenders under the Department of Health & Family Welfare, DNH & DD.
Note: Bidders claiming an EMD exemption, a duly signed undertaking, in lieu of submitting EMD, as per **Annexure – D** must be enclosed.

5. Performance Security/Security Deposit (Rule 171 of GFR, 2017)

- a. To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder awarded the Contract.
- b. Performance Security will be 5% of the value of the contract as specified in the bid document.
- c. **Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.**

- d. Bid security should be refunded to the successful bidder on receipt of Performance Security.
- e. Performance Security may be furnished in the form of :
 - o **Fixed Deposit Receipt (FDR)**
 - o **Bank Guarantee (BG)**

6. Forfeiture of EMD / Performance Security

EMD/Performance Security shall be forfeited under the following conditions:

- a. Submission of false or fabricated documents, misleading statements, or failure to provide requisite documents in proper format.
- b. Withdraw or modification of bid during the bid validity period.
- c. Failure to execute the work order / contract within the stipulated time.
- d. Failure to deploy the required qualified radiologists, radiology technicians, support personnel or other manpower as committed in the technical bid.
- e. Failure to provide radiology reporting/services within the prescribed time.
- f. Repeated failure in providing the required Radiology Services or failure to maintain the required quality and standards.
- g. Any unauthorized outsourcing/sub-contracting of the services.

7. Release of EMD/Performance Security

- a. The EMD Submitted by the unsuccessful bidders or non-L1 bidders shall be released only after award of contract to the successful bidder.
- b. The EMD submitted by successful bidders will be returned to them after submission of valid performance security according to conditions stipulated in the bid document.
- c. The Performance Security shall be released after satisfactory completion of contractual obligations, subject to recovery of any dues/penalties, if applicable.

8. Failure to Provide Services

In the event of failure to provide services as per terms and within the stipulated period:

- The **loss incurred** will be recovered from the supplier's **EMD/Security Deposit or pending bills**.
- The supplier shall have **no claim** in such cases.

9. Non-Adjustability of EMD

EMD deposited against previous tenders or supply orders **shall not be adjusted** against this tender's EMD requirement.

C. ELIGIBILITY CRITERIA

In order to participate in the tender process, interested bidders must meet the following eligibility requirements and submit all supporting documents as listed below

Each document is mandatory and must be enclosed with the bid to ensure proper evaluation and consideration.

- 1. **PAN Card:** - A self-attested copy of the Permanent Account Number (PAN) card issued by the Income Tax Department of India must be submitted.
- 2. **GST Registration Certificate:** - A valid Goods and Services Tax (GST) registration certificate must be provided in the name of the bidding entity.

3. **Constitution and Registration of the Bidder:** The Organization (Limited Company/Private Limited Company/Partnership or Proprietary Firm / NGO / Trust) must be registered under appropriate statutory authority of Government of India or under Companies Act.
4. **Undertaking and Verification of Required Documents/Certificates/Permissions as per Annexure-A:** - A duly filled, signed, and stamped copy of **Annexure-A (to be submitted on bidders letter head)** (comprising the undertaking and declarations of the required documents/ certificates /permission as per Annexure A) confirming compliance with tender requirements must be submitted.
5. **Schedule of Required Documents/Certificates/Permissions in Annexure-B** – A scanned, stamped, and duly signed copy of **Annexure-B** from the tender document must be uploaded.
6. **Certification** that the Bidder or any of its allied is not **Blacklisted by any** Central/State Government/ Public Undertaking/Institute over the last three years as per prescribed format in Annexure-C. **This certification along with Tender ID should be submitted as an undertaking on Rs. 50/- non-Judicial stamp paper for validity.** Persistent default or non-performance may result in blacklisting of the firm for up to Two years as per Rule 151(iii) of GFR 2017.
7. **Statement of Annual Income / Turnover:** - The average annual turnover of the bidder for the last 3 financial year must be at least Rs. 12 Lakhs, the bidder shall provide proof of average annual turnover for the last three financial years, (2023 - 2024, 2024 – 2025 and 2025-26). Acceptable documents include **audited financial statements**, duly certified by a Chartered Accountant **with valid UDIN.**
8. **Work Experience :**
The Organization has been operating and managing a Diagnostic and Investigation Centre for last 10 (ten) years and above and having investigation facilities for CT scan or MRI scan services at present (the applicant must be operating the relevant investigation facilities for which application will be submitted). Documentary evidence for the same to be attached.
The organization must submit proof of employment of the said staff along with the qualification certificates and TDS certificate/salary slips for the last 2 years.
9. Bidders claiming an EMD exemption, a duly signed undertaking, in lieu of submitting EMD, as per **Annexure – D** must be enclosed.

D. Bid Evaluation Criteria

A. Preliminary Evaluation

- Verification of Submission of prescribed Tender Fees
- Verification of Submission of prescribed Earnest Money Deposit (EMD).

B. Technical Evaluation

- The bids meeting the preliminary requirements shall be evaluated for technical responsiveness on the basis of the eligibility criteria, Scope of Work, technical specifications and documents prescribed in the tender.
- Only bidders who meet all the prescribed mandatory eligibility and technical requirements and are found **technically responsive** shall be declared technically qualified and considered for opening/evaluation of their Financial Bids.

C. Financial Evaluation

- The financial bids of only those bidders who qualify in the Technical Evaluation stage shall be opened.
- The bidder offering the **lowest evaluated price (L1)** among the technically qualified bidders will be considered for award of contract.
- In case of multiple L1 bidders against a service bid, the features available on GeM will be utilised for placing work order

E. TERMS AND CONDITIONS OF CONTRACT

Acceptance Of Tender:

A. Grounds for Rejection

The tender is liable to rejection for any of the following reasons:

- a. Non-submission of the tender within the stipulated time period.
- b. Non-submission of Group A documents online as well as physically at the office of CPB only and Non- submission of Group B documents online at <https://ddtenders.gov.in/nicgep/app>
- c. Non-submission of Group A documents which includes tender fees and EMD, and non-submission of Group B documents that includes the document which are mentioned in annexure -B
- d. Tender is unsigned, not initial on each page, or contains unauthenticated corrections.
- e. Non-payment of Tender Fees as well as Earnest Money Deposit (EMD) (if not exempted).
- f. Exemption of EMD is not as per the GFR Rule 170.
- g. Conditional or vague offers.
- h. Unsatisfactory past performance of the tenderer.
- i. Failure to meet the prescribed eligibility criteria relating to Radiology Services experience, statutory registrations, qualified manpower or other technical requirements
- j. Submission of misleading, contradictory, false statements, or fabricated/invalid documents.
- k. Improperly filled tender documents
- l. Unreadable documents uploaded online shall not be considered for bid evaluation.
- m. Bidders should not submit a bid if their firm's turnover is below the prescribed threshold.

B. Discounts

Any discount offered by the bidder must be clearly reflected in the total final bid amount in the price bid form on Discounts offered **after** opening of the price bid shall **not** be considered.

C. Rate Evaluation

- The quoted rate shall be inclusive of all costs and obligations specified in the tender, including manpower, professional charges, tele-radiology/reporting services, PACS/RIS software and related support, statutory liabilities, insurance, administrative/operational expenses and other incidental charges, except those specifically payable separately by the Department under the tender.

- The bidder quoting the **lowest evaluated total contract value (L1)** amongst the technically qualified bidders shall be considered for award of contract.
- No bidder shall be entitled to any additional payment over and above the accepted rate except where specifically permitted under the tender/contract or due to statutory changes admissible under applicable rules.

D. Clarifications:

The Director of Medical & Health Services, DNH & DD may seek clarification, explanation, or documentary evidence related to the offer at any stage.

E. Submission & Validity

- No tender will be accepted after the prescribed closing time. Delays, including postal/transit, will not be condoned.
- If the last date of submission falls on a Government holiday, it shall automatically extend to the next working day.
- The tenderer must confirm that all specifications are strictly as per tender requirements.
- The tenderer has to be clearly mentioned the **Agency's name**.

F. Pricing and Service Delivery

- The rates quoted by the bidder shall be inclusive of all manpower costs, professional charges, consumables specifically required to perform the contracted services, software/reporting systems, communication charges, applicable taxes and all other incidental charges, unless specifically stated otherwise in the BOQ.
- The Department shall not be liable to make any payment over and above the accepted rates except for statutory changes specifically admissible under the contract.
- The services shall be provided at the Radiology Department of the 342-bedded NAMO Hospital, Daman, as per the requirements and schedule prescribed by the Department.

G. Quality and Reporting Standards

- The successful agency shall ensure that all Radiology investigations are performed and reported by appropriately qualified and competent personnel as per applicable professional and statutory standards.
- Radiology reports shall be accurate, legible and made available within the turnaround time (TAT) prescribed by the Department for each modality/type of examination.
- In case of any discrepancy, error or clinically significant reporting issue attributable to the agency, the agency shall provide necessary clarification/revised report promptly without additional cost to the Department.

H. Patient Safety and Confidentiality

- The successful bidder shall maintain strict confidentiality of all patient information, diagnostic images, reports, medical records and other data accessed during the performance of the contract.

- Patient data shall not be disclosed, copied, transferred or used for any purpose other than providing the contracted services, except where required by law or specifically authorized by the Department.
- The agency shall comply with all applicable patient safety, radiation safety, biomedical, data protection and professional requirements relevant to the services being provided.

I. Equipment and Infrastructure

- The Radiology Department is equipped with MRI, CT Scan, Mammography and OPG facilities. The successful agency shall operate/provide the contracted services using the available infrastructure/equipment in accordance with the Scope of Work and directions of the Department.
- The agency shall immediately bring to the notice of the Department any equipment malfunction, technical deficiency or condition affecting the quality or continuity of services.
- No alteration, shifting or modification of the installed equipment/infrastructure shall be undertaken without prior approval of the Department.

J. Authority & Finality

- The decision of the **Tender Inviting Officer** regarding acceptance/rejection, quality, or equivalence of supplied goods shall be final and binding.
- All disputes arising out of this tender shall fall under the jurisdiction of Courts at Daman, UT of Dadra & Nagar Haveli and Daman & Diu.
- The Tender Inviting Officer reserves the right to accept or reject any or all tenders in part or whole without assigning reasons.
- The tender Inviting officer have the right to amend/make corrigendum before accepting or rejecting any or in part or whole without assigning reasons.

K. Service Level Agreement

The successful bidder may execute the required service Level agreement with the Department on the terms and conditions specified in the tender and work order, within the prescribed period. The format to be used for Service level agreement has been provided in **Annexure – E**.

L. Blacklisting and Litigation

- The bidder or its associated entities Shall **not** blacklisted by any State/Central Government at the time of participation of this tender.
- Certificate confirming the same must be submitted.
- Details of any **litigation or arbitration** related to contracts in the last three years must be disclosed.
- Submission of a **false Certificate** shall result in blacklisting, termination of the contract, and recovery of all resulting losses.
- If the bidder/principal is under investigation or penalized by CVC or any State/Central Government body for similar work, the bid will be **rejected outright**.

F. TERMS OF SERVICE

a. Termination of Contract:

The Tender Inviting Authority may terminate the contract **at any time**. If the Government terminates the contract due to a **breach of conditions**, termination shall take effect **immediately**, without prior notice.

b. Grounds for Termination:

The Director of Medical and Health Services Reserves the right to terminate the contract wholly or in part at any time without assigning any reason by giving 15 Days written notice to the Agency.

The contract shall be liable for immediate termination without prior notice in the following cases:

- The firm is debarred, disqualified, ceases to exist, or is convicted of any offence.
- If the agency fails to service any or all of the items within the time period specified in the purchase order.
- If the Agency breaches any term and condition of the contract including false declaration, misrepresentation or violation of tender norms.
- **Failure to provide the contracted Radiology Services or reporting services within the stipulated time.**
- **Repeated failure to deploy qualified Radiologists/technical manpower as required.**
- **Repeated failure to meet prescribed reporting turnaround times or quality requirements.**
- **Breach of confidentiality or unauthorized disclosure of patient/medical data.**
- **Unauthorized sub-contracting of the services.**
- The agency breaches any material term or condition of the contract.
- If the service become insolvent, goes into liquidation or is blacklisted by any government authority.
- If the agency not provide service after the standard period.

G. PAYMENT TERMS

a) Payment:

1. The successful bidder shall be paid the accepted monthly quoted rate on a monthly basis subject to
 - a) Certification by the Medical Superintendent NAMO Hospital Daman / Nodal Officer that the services have been satisfactory rendered.
 - b) Deduction of applicable penalties, if any, in accordance with the service level agreement (SLA).
 - c) Statutory deductions as applicable under Government Rules.
2. The accepted monthly rate shall be inclusive of all manpower, tele-radiology reporting, PACS/RIS Software licensing and maintenance, statutory liabilities, insurance, administrative expenses, overheads, and all other obligations specified in the scope of work, unless otherwise specifically provided in the tender.

b) Price Escalation:

No request for **price escalation** shall be entertained under any circumstances.

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- c) **Billing:**
Bills shall clearly mention the Work Order/Contract Number, billing period, modality-wise service details and other information prescribed by the Department.
- d) **Revenue Stamp:**
Bills exceeding ₹5,000/- must be **pre-receipted** on a **Revenue Stamp** of appropriate value. Bills not pre-receipted will not be accepted for payment.
- e) **Tax Certification:**
Each bill charging GST is charged must contain the following certificates on the body of the bill: “Certified that the goods on which GST has been charged have not been exempted under the Central GST or the Rules made there under and the amount charged on account of GST on these service is not more than what is payable under the provisions of relevant Act or Rules made there under”.
- f) **Additional Charge:**
No extra charges will be paid beyond the quoted rates.
- g) **Advance Payment:**
No advance payment shall be made.

SECURITY DEPOSIT (SD)

- The successful tenderer shall deposit **5 % of the total contract value** as Security Deposit **within 10 days** from the date of issue of order.
- Failure to deposit the Security within the stipulated period shall result in **automatic cancellation of the order** without prior intimation.
- Security Deposits submitted against previous tenders or supply orders **shall not be adjusted** against the current requirement.
- In case of failure to provide contracted services, failure to rectify deficiencies, or other contractual default, losses/penalties may be recovered from the Security Deposit and/or pending bills

H. FORCE MAJEURE CLAUSE

1. Such events include, but are not limited to:

- Natural disasters (flood, earthquake, cyclone, storm, drought, fire, etc.)
- War, invasion, acts of foreign enemies, hostilities, or civil commotion
- Acts of Government (law, order, regulation, or embargo)
- Epidemics, pandemics, or quarantine restrictions
- Strikes, lockouts, or industrial disturbances
- Any other causes beyond the control of the affected party

2. Obligations of the Party Claiming Force Majeure:

The affected party shall:

- a) Notify the other party **in writing within 7 days** of the occurrence of such event, explaining its impact on performance.
- b) Provide supporting evidence, if required, to establish the event as Force Majeure.

3. Consequences:

- a) The performance of the contract shall be **suspended** for the period during which the Force Majeure condition continues.
- b) **No party shall be liable** for non-performance or delay during this period.
- c) If the event continues for more than **60 days**, either party may **terminate the contract** without any financial liability to the other.

4. Exclusions:

Non-availability of Radiologists, technicians, support staff, equipment downtime arising from inadequate maintenance, internal administrative difficulties, financial difficulties or failure of the agency to make adequate alternative arrangements **shall not be considered as Force Majeure**.

5. Restoration of Work:

As soon as the Force Majeure event ceases, the affected party shall **resume performance** of its obligations under the contract as early as possible.

I. CONTRACT PERIOD

1. The contract shall be valid for a period of three (03) months from the date specified in the Work Order.
2. The Department may, subject to applicable rules and satisfactory performance, SLA points, consider extension of the contract for such further period as may be required, on the same or mutually agreed terms and conditions, subject to approval of the competent authority.
3. Extension shall not be claimed as a matter of right by the successful bidder.
4. The Department shall not be under any obligation to utilize any fixed or minimum quantity of Radiology Services during the contract period.
5. Payment shall be made only for services actually rendered, verified and accepted by the Department

J. Penalty Clause

1. In case the vendor fails to provide required quality of service for the operation of imaging, penalty calculated as mentioned below, will be imposed on the service provider.

Service Level Parameter	Expected (20 Points)	Manageable (10 Points)	Breach (0 Points)
Availability of 06 CT/MRI Technicians	100% availability as per duty roster	Substitute provided within 2 days	Technician absent without substitute
Availability of Online Tele-radiology Reporting Services	100% availability	Interruption up to 30 minutes	Interruption exceeding 30 minutes

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Service Level Parameter	Expected (20 Points)	Manageable (10 Points)	Breach (0 Points)
Routine CT Scan Report Turnaround Time (TAT)	Within 6 hours of completion of scan	Within 12 hours	More than 12 hours
Routine MRI Report Turnaround Time (TAT)	Within 12 hours of completion of scan	Within 24 hours	More than 24 hours
Emergency / Trauma / ICU CT & MRI Reports (Approx. 20% of total cases)	Within 2 hours	Within 3 hours	More than 3 hours
Communication of Critical Findings	Immediate telephonic communication followed by written report	Delay up to 30 minutes	Failure to communicate immediately
Uploading of Images to PACS Software	Within 15 minutes after completion of scan	Within 30 minutes	More than 30 minutes
Quality and Accuracy of Reporting	No justified complaint	One justified complaint	Repeated justified complaints
Confidentiality of Patient Data	Full compliance	Minor procedural deviation without data breach	Unauthorized disclosure or misuse of patient data

- The monthly payment payable to the Service Provider shall be linked to the Service Level Agreement (SLA) score achieved during the month based on the Service Level Parameters prescribed in this Tender. A maximum score of 100 points shall be assigned for all Service Level Parameters. Full (100%) monthly payment shall be released if the Service Provider achieves an SLA score of 80 points or above. Where the monthly SLA score is below 80 points, the monthly payment shall be reduced on a pro-rata basis corresponding to the score achieved, after deducting any applicable penalties specified under this Tender. If the SLA score remains below 70 points for any quarter (other than due to reasons attributable to the Hospital, such as breakdown of Hospital-owned equipment, power failure, network failure or Force Majeure), the Hospital may require the Service Provider to submit and implement a Corrective Action Plan to improve performance. Persistent failure to achieve the minimum acceptable SLA score may attract action, including termination of the contract, in accordance with the terms and conditions of the Tender.
- Full monthly payment shall be admissible only if the Service Provider achieves the minimum SLA score prescribed under Clause (b) and ensures 100% deployment of the prescribed manpower throughout the month. In the event of leave, resignation, sickness or absence of any deployed personnel, the Service Provider shall immediately provide an equally qualified substitute so that the services remain uninterrupted. Failure to provide a suitable substitute shall attract deductions/penalties as specified under the Penalty Clause of this Tender.

4. The successful bidder will be provided a relief period of 10 days from the date of start of the operation during which time, the penalty mentioned herein will not be applicable. At the end of the first quarter of operations, the exact penalty will be decided based on the service level parameters. If the service provider fails to meet these criteria on then payment will be made on pro rata basis for that quarter.
5. In case the Service Provider obtains an SLA score of 70 or below for two (02) consecutive quarters, the Hospital/Authority reserves the right to terminate the Contract after issuing a Show Cause Notice and providing an opportunity of being heard, and to make alternative arrangements for continuation of the services in accordance with the terms and conditions of the Tender.

Sd/-
In-charge,
Central Procurement Branch, DNH & DD
E-mail Id: cpbdaman106@gmail.com

K. SCOPE OF WORK FOR OUTSOURCING AND OPERATION OF COMPLETE RADIOLOGY CENTRE SERVICES FOR THE NEW CAMPUS OF 342 – BEDDED NAMO HOSPITAL DAMAN AT MARWAD NANI DAMAN UT OF DNH AND DD.

1. The outsourcing agency shall ensure smooth operation and management of the Radiology Department services at the 342-Bedded NAMO Hospital, Daman, in accordance with the instructions, guidelines and Standard Operating Procedures (SOPs) prescribed by NAMO Hospital, Daman.

The proposed outsourced services shall broadly include the following:

Sr. No.	Particulars of Services
1	MRI Reporting and Technical Services
2	CT Scan Reporting including Tele-reporting
3	Mammography Services
4	Radiologist/Sonologist Services
5	CT/MRI Technician Services
6	OPG/Mammography Technician Services
7	CBCT Services (Cone Beam CT Scan)
8	Operational support for complete Radiology Centre for 24x7

2. The outsourcing agency shall deploy qualified and experienced manpower/technician possessing requisite educational qualifications and statutory registrations as per applicable norms and guidelines.

3. **Role and Responsibilities of NAMO Hospital, Daman**

- a. NAMO Hospital, Daman shall provide ready-to-use space for operation of the Radiology Department including MRI, CT Scan, Mammography, CBCT, OPG facilities.
- b. The hospital shall provide installed radiological diagnostic equipment available in the Radiology Department for operational use by the selected agency.
- c. NAMO Hospital, Daman shall provide electricity, water supply and generator backup required for smooth functioning of the Radiology Department.
- d. The hospital shall provide security services and housekeeping support for the Radiology Department premises.
- e. NAMO Hospital, Daman shall provide patient registration and general hospital support services as per prevailing hospital procedures.

- f. In case of medical emergency during diagnostic procedures, NAMO Hospital, Daman shall provide necessary medical assistance and emergency support through available hospital medical personnel.
- g. The hospital administration shall supervise and monitor the functioning of outsourced radiology services through authorized officers of the hospital.
- h. NAMO Hospital, Daman shall provide access to hospital systems/workflow required for reporting and operational coordination of radiology services.
- i. The hospital shall issue necessary duty instructions and operational guidelines for smooth functioning of radiological diagnostic services.
- j. NAMO Hospital, Daman shall provide necessary **access to available imaging systems, network connectivity and radiological equipment for operationalization of online reporting services.**
- k. Standard Operating Procedures (SOPs) prescribed by NAMO Hospital, Daman for radiological diagnostic services shall be followed by the selected agency. In case the agency has its own SOPs, the same may be adopted only after approval of the Medical Superintendent/Competent Authority of Government Hospital, Daman.

4. Role and Responsibilities of the Selected Agency

The selected agency shall:

- a. Ensure smooth operation and management of the Radiology Department services in accordance with the instructions, guidelines and Standard Operating Procedures (SOPs) prescribed by Government Hospital, Daman.
- b. Comply with all applicable statutory requirements including AERB guidelines, PCPNDT Act provisions, radiation safety norms, labour laws and other applicable Government rules and regulations as amended from time to time.
- c. Ensure deployment of qualified and experienced medical, technical and support personnel required for operation of radiological diagnostic services in accordance with applicable Government norms and professional guidelines.
- d. Bear all expenditure relating to deployment of manpower including salary, statutory liabilities, insurance, reliever arrangement and other operational expenses shall be borne by the selected agency.
- e. Ensure uninterrupted online reporting support and operational services during working hours, emergency hours, holidays and as per hospital requirements.
- f. Maintain proper duty roster, attendance records and deployment schedules of manpower engaged for radiology services.
- g. In case of absence/leave of deployed staff, arrange immediate substitute manpower without affecting patient care services.
- h. Ensure confidentiality and security of patient records, radiological images, reports and hospital data.
- i. Ensure proper coordination with hospital administration and Radiology Department for smooth functioning of services.

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- j. Ensure professional conduct and discipline of deployed manpower within hospital premises.
- k. Ensure compliance with all labour laws, minimum wages, PF/ESI and other statutory obligations related to deployed manpower.
- l. Deploy the **minimum manpower** as specified below for smooth operation and management of the facility at Government Hospital.

Sr. No.	Minimum Personnel to be deployed by Agency
1	Online Reporting Services and software for 24x7
2	06 MRI/CT technician

- m. Minimum qualification and Experience for deployment of manpower:

Name of Post	Classification	Minimum Qualification and Experience
Radiologist	Group – A	1. MBBS from a recognized institute, Post-graduate degree/Diploma (MD/DNB/DMRD or equivalent) in Radiodiagnosis / Radio-Imaging recognized by the National Commission (NMC). 2. Valid Registration with the National Medical Commission / state Medical Council. 3. Minimum 3 years post PG experience in Radiodiagnosis / Radio-imaging in the Government/Private Hospital of repute.
MRI / CT Technician	Group – C	1. Higher Secondary (10+2) with Science. 2. Diploma / Bachelor's Degree in CT/MRI/ Technology or Medical Imaging Technology from a recognized institute / University. 3. Minimum three years' experience in operating CT / MRI equipment in a recognized hospital / Diagnostic centre.

- n. **The deployed CT/MRI Technician shall assist in operation of MRI, CT scan, OPG and Mammography equipment, CBCT and related radiological diagnostic services.**
- o. The Agency shall deploy the minimum manpower as specified above for smooth operation and management of the facility at NAMO Hospital, Daman. Further, the Service Provider/Agency shall ensure maintenance of the required service standards at all times and, if necessary, shall deploy additional manpower at no extra cost to the Government for proper execution of the entire scope of work.
- p. The agency shall ensure that the radiology services remain operational during the prescribed service hours and emergency situations without interruption.
- q. **The selected agency shall provide and maintain required online reporting/tele-radiology software platform, reporting interface and connectivity support necessary for remote radiological reporting services without additional financial liability to Government Hospital, Daman.**

5. Policy on user Charges and Free Service

- The policy regarding user charges, concessional services or free services for patients shall remain under the sole authority and decision of competent authority.
- The selected agency shall not independently collect or revise any charges from patients without prior approval of the competent authority.
- The agency shall comply with the rates, exemptions and policies prescribed by NAMO Hospital, Daman from time to time.

6. Monitoring Mechanism:

a) Day-to-Day Monitoring

The Medical Superintendent, NAMO Hospital, Daman shall monitor the day-to-day operational activities and functioning of the outsourced Radiology Centre services undertaken by the selected agency.

b) Performance Review Committee

Performance review of the outsourced radiology services shall be undertaken periodically by the following committee:

- Medical Superintendent, GHD - Chairman
- Head of Radiology Department-Member
- Representative of Agency – Member
- Bio-Medical Engineer – Members

The committee shall review:

- Quality of radiology services;
- Availability of manpower;
- Timely reporting services;
- Operational issues;
- Patient service delivery;
- Compliance of contractual obligations.

The review meeting may be conducted periodically or as decided by the competent authority.

c) Operational Monitoring and Reporting

- The selected agency shall maintain daily records of investigations, reporting services, manpower attendance and operational activities.
- All operational activities shall be carried out in coordination with hospital administration and through systems/software/platforms prescribed by NAMO Hospital, Daman.
- The agency shall submit monthly performance reports to the Medical Superintendent, NAMO Hospital, Daman containing:
 - Number of investigations performed;
 - Reporting details;

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- Attendance of deployed manpower;
- Service interruptions, if any;
- Operational issues and corrective actions.

d) Service Level Parameters

The selected agency shall ensure timely reporting and uninterrupted radiology services as per hospital requirements.

Sr. No.	Parameter	Required Service Level
1	Availability of CT/MRI Technicians	100% as per approved duty roster
2	Radiology Centre Operations	24×7×365
3	PACS Software Availability	Minimum 99% uptime per month
4	Tele-radiology Reporting	24×7 availability
5	Emergency CT/MRI Reporting	Within 2 Hours
6	Routine CT Reporting	Within 6 Hours
7	Routine MRI Reporting	Within 12 Hours
8	Communication of Critical Findings	Immediate telephonic intimation followed by written report
9	Daily Data Backup	Mandatory
10	Monthly Performance Report	By the 5th day of the following month

e) Reporting Timelines

Investigation	Reporting Time
Emergency CT Scan	Within 2 Hours
Emergency MRI	Within 2 Hours
Routine CT Scan	Within 6 Hours
Routine MRI	Within 12 Hours

- Critical radiological findings shall be immediately communicated verbally to the concerned treating doctor/specialist without waiting for final written report.
- The agency may utilize online/tele-radiology support services for cross-verification or urgent reporting wherever required.

f) Non-Performance

In case of:

- delay in reporting,
- non-availability of manpower,
- interruption of services,
- repeated operational deficiencies,

the competent authority may impose deductions/penalties as per terms and conditions of the agreement.

7. Duration and Continuity of Services

- a. The selected agency shall ensure that radiology services are provided continuously during operational hours, emergency hours, holidays and as per hospital requirements throughout the contract period.
- b. The agency shall ensure uninterrupted online reporting services and operational support for MRI, CT scan, OPG and Mammography facilities.
- c. The radiology services shall remain operational for minimum 95% of the total operational period. The remaining period may be utilized for essential maintenance activities, technical servicing or unavoidable operational interruptions.
- d. The agency shall ensure that interruption of radiology services does not exceed four days in a quarter except under unavoidable circumstances beyond control and with prior intimation to the hospital administration.
- e. In case of any interruption, breakdown or operational difficulty affecting patient care services, the agency shall take immediate corrective measures and restore services at the earliest.
- f. The agency shall ensure availability of adequate manpower during the entire service period to avoid disruption of radiological diagnostic services.
- g. Emergency reporting services for critical patients shall be provided without delay during all operational periods.

8. Projected Work load of CT / MRI /OPG/CBCT and Mammography

Sr. No.	Particulars	Projected Monthly Cases
1.	Expected Patient Load for CT/MRI services	Approximately 600 – 800 investigations per month.
2.	Expected Patient Load for OPG / CBCT	Approximately 150 – 200 per month
3.	Expected Patient Load after operationalization of Mammography	Approximately 20 – 30 per month

Note: The above figures are indicative only. The actual may vary as per the department requirement and patient Load.

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9. Details of Radiology Equipment Available at New Campus of 342-Bedded NAMO Hospital, Marwad Hospital, Nani Daman

Sr. No.	Name of Equipment	Make/Brand	Quantity
1	MRI 1.5 Tesla	Siemens	01
2	CT Scan-128 Slice with Angiography Attachments	Siemens	01
3	Mammography Machine	Allegers	01
4	Digital OPG machine with CBCT	Vatech	01

Signature of Supplier
With Rubber Stamp

Sd/-
In-charge,
Central Procurement Branch, DNH &
DD
Email id: cpbdaman106@gmail.com

ANNEXURE – A

(This undertaking must be printed on the firm's official letterhead and signed by the authorized signatory.)

Verification and Undertaking of the Required Documents/Certificates/Permissions

From: M/s.....

No.....

To,
In - Charge,
Central Procurement Branch
Ayushman Arogya Mandir
Opposite Indian Oil Petrol Pump
Dholar
Moti Daman,
Daman – 396220
U.T. of DNH and DD
Email – cpbdaman106@gmail.com

Sub: Outsourcing and Reporting of Complete Radiology Services for the fully equipped Radiology Department with MRI, CT Scan, Mammography and OPG Facilities at the new campus of 342-bedded NAMO Hospital, Daman for a period of three (03) months.

Ref: Tender Enq #..

Sir,

I/We enclose the necessary documents duly signed, as shown in Annexure 'B' (in order in which they are mentioned). I/We have carefully read and understood the terms and conditions stated in the tenders from and I/We shall abide by all these conditions.

I/We confirm that our agency has the requisite experience, qualified manpower, statutory registrations/permissions and technical capability required for providing the Radiology Services specified in the tender.

I/We undertake to provide qualified Radiologists and technical manpower as required under the Scope of Work and shall ensure timely and accurate reporting of Radiology investigations.

I/We verify the copies of the certificates/documents enclosed herewith are authentic true copies of the original certificates/documents for verification on demand. I/We undertake to upload the attested copies of certificates/documents required on the website.

I/We will be cautious to see that the uploaded scan documents are legible and I/we understand that if the documents are not legible, my/our tender will be rejected.

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I/We verify that I/We are in possession of the requisite licenses/permits required for the manufacture /supply /sale /distribution of the items and further verify that the said licenses/permits have not been revoked/ cancelled by the issuing authorities and are valid as on date.

I/We undertake to maintain confidentiality of all patient information, diagnostic images, Radiology reports and other records accessed during the performance of the contract.

I/We also verify that I/We have not been declared defaulter, blacklisted or debarred by any State or Central Government or Constitutional authority or Financial Institution or Judicial Court or any Government undertakings.

I/We also take cognizance of the fact that providing misleading or questionable information or failure to furnish correct or true information to you or any other Officer or failure to comply with any contractual requirement laid down by you will be considered as a serious breach of the terms and conditions of the tender and will invite disqualification and other penal action as deemed fit by the UT Administration.

Thanking You

Yours faithfully,
Sign & Stamp of Tenderer.

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ANNEXURE – B
SCHEDULE OF DOCUMENTS ATTACHED

Sr. No.	Document/Certificate	Uploaded & Enclosed
01.	PAN Card.	Yes / No
02.	GST Registration Certificate	Yes / No
03	Constitution and Registration of the Bidder: The Organization (Limited Company/Private Limited Company/Partnership or Proprietary Firm / NGO / Trust) must be registered under appropriate statutory authority of Government of India or under Companies Act.	Yes / No
04.	Statement of Average Annual turnover for the last three financial years must be at least Rs.12,00,000.00 i.e for F.Y. 2023-24, 2024-25 and 2025-26. Acceptable documents include audited financial statements , duly certified by a Chartered Accountant with valid UDIN.	Yes / No
05.	Verification, Undertaking, Checklist and Documents as per Annexure-A. (To be submitted on Bidders Letter Head)	Yes / No
06.	Scan copy of Annexure-B of the Tender Documents duly Stamped and Signed.	Yes / No
07.	The bidder shall submit a self-undertaking on Rs. 50/- Non-Judicial Stamp paper as per Annexure–C, specifying the relevant Tender ID	Yes / No
08.	Scan copy of Terms and Conditions and all of the tender documents duly Stamped and Signed on each page. (Page No. 01 to 15)	Yes / No
09	Scan copy of Scope of Services & Schedule of Requirements with Stamped and Signed on each page. (Page No. 15 to 22)	Yes / No
10	EMD. If claiming Exemption Undertaking may be given as per Annexure - D. (To be submitted on bidders Letter head duly signed and stamped)	Yes / No
11.	Work Experience: The Organization has been operating and managing a Diagnostic and Investigation Centre for last 10 (ten) years and above and having investigation facilities for CT scan or MRI scan services at present (the applicant must be operating the relevant investigation facilities for which application will be submitted). Documentary evidence for the same to be attached.	Yes / No

It is verified that all the certificates/permissions/documents are valid and current as on date and have not been withdrawn/cancelled by the issuing authority. It is further verified that the represents at Sr. No. 05, 06, 07, 08, 09 and 10 declaration part are as per the format prescribed by the Administration, and it is clearly and distinctly understood by me/us that the tender is liable to be rejected if on scrutiny and of these certificates is found to be not as per the prescribed format of Administration.

I/We further undertake to produce on demand the original certificate/ permission/ document for verification at any stage during the processing of the tender.

Date:

Place:

Sign & Stamp of tenderer.

ANNEXURE – C

(To be submitted as a self-undertaking on Rs.50/- non-judicial Stamp Paper)

NON-BLACKLISTING CERTIFICATE

I/ We hereby certify that the firm or any of its allied firms has not been currently blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I/ We hereby certify that the firm Bidder / its sister concerns / companies where its Promoters / Directors either directly or indirectly are involved, has not been currently blacklisted in tender / supplies by any state/Central Govt. Bidder should submit affidavit in this regard. The bidder should provide accurate information of litigation or arbitration resulting from contracts completed or under execution by him over the last three years. False affidavit would lead to blacklisting and termination of the contract at any stage. In such cases all the losses that will arise out of this issue will be recovered from the Tenderer / Contractor and he will not have any defence for the same. In case of bidder / principal is involved / penalized under any investigation of CVC or any State/Central Govt. Commission in relation to the similar work project issue; the bid will be out rightly rejected.

I/ We also certify that firm will provide the materials as per the specification given by the department and also abide all the terms & conditions stipulated in tender.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any stage, the firm will be blacklisted and department may impose any action as per rules.

Date:	Tender ID No.	:
Place:	Name	:
	Business Address	:
	Signature of Bidder	:
	Seal of Bidder	:

ANNEXURE – D

Proforma for Bid Security Declaration
(To be submitted on bidder's letterhead)

Whereas, I/We (name of agency) _____ have submitted bids for **Outsourcing and Reporting of Complete Radiology Services for the fully equipped Radiology Department with MRI, CT Scan, Mammography and OPG Facilities at the new campus of 342-bedded NAMO Hospital, Daman for a period of three (03) months** for Tender No. _____ dated _____.

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

1. If after the opening of tender, I/ We withdraw and /or modify my/our bid during the period of validity of tender (including extended validity of tender) as specified in the tender documents.

OR

2. If after the award of work, I/We fail to submit the performance guarantee (Security Deposit) or fail to commence/provide the contracted Radiology Services within the deadline specified in the tender/work order

I/We shall be suspended/blacklisted for one year and shall not be eligible to bid for any tenders published in UT of DNH & DD from the date of issue of suspension/ black list order.

Date:

Signature with Seal of the bidder(s)

Full Company address with contact details

Place:

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Annexure – E

Format for Service Level Agreement (Draft)

NAMO HOSPITAL DAMAN UNDER DEPARTMENT OF HEALTH & FAMILY WELFARE SERVICE LEVEL AGREEMENT (SLA)

FOR OUTSOURCING AND OPERATION OF COMPLETE RADIOLOGY CENTRE SERVICES AT THE NEW 342-BEDDED NAMO HOSPITAL, MARWAD, NANI DAMAN.

Particulars	Details
Facility	New 342-Bedded NAMO Hospital, Marwad, Nani Daman, UT of Dadra & Nagar Haveli and Daman & Diu
Implementing Authority / Purchaser	Medical Superintendent, NAMO Hospital, Daman, Department of Health & Family Welfare, UT of Dadra & Nagar Haveli and Daman & Diu ("Authority" / "First Party")
Service Provider	M/s _____, having its registered office at _____ ("Agency" / "Second Party")
Scope of Services	Outsourcing and Operation of Complete Radiology Centre Services comprising Government-owned MRI (1.5 Tesla), CT Scan (128 Slice), Digital Mammography and Digital OPG with CBCT , including deployment of Radiographers, PACS Software, Tele-radiology Reporting, operation, maintenance, quality assurance and other obligations as specified in the Agreement.
Effective Date	___ / ___ / 20__
Contract Period	Three (03) Months from the Effective Date, extendable subject to satisfactory performance and approval of the Competent Authority.
Governing Rules	General Financial Rules (GFR), 2017, Manual for Procurement of Goods and Services, applicable Government of India/UT Administration guidelines, AERB Guidelines, PCPNDT Act, Biomedical Waste Management Rules, IT Act, Clinical Establishment norms (where applicable), and other statutory provisions as amended from time to time.

e-tender ID No. 2026_DAMAN_4959_1 Outsourcing of Operation and Reporting of Complete Radiology Centre Services for the fully equipped Radiology Department with MRI, CT Scan, Mammography and OPG Facilities at the new campus of 342-bedded NAMO Hospital Daman for a period of Three (03) Months

1. Preamble & Parties to the Agreement

This Service Level Agreement ("SLA" or "Agreement") is made and executed on this _____ day of _____, 20 at Daman, Union Territory of Dadra & Nagar Haveli and Daman & Diu.

BETWEEN

The Medical Superintendent, NAMO Hospital, Daman, Department of Health & Family Welfare, Union Territory of Dadra & Nagar Haveli and Daman & Diu, acting for and on behalf of the Government of Dadra & Nagar Haveli and Daman & Diu (hereinafter referred to as the "Authority" or "First Party", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

M/s _____, a Company/Firm incorporated under the provisions of the _____ Act, having its registered office at _____, selected through Open E-Tender No. _____ dated _____ (hereinafter referred to as the "Agency" or "Second Party", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

The Authority and the Agency are hereinafter individually referred to as a "Party" and collectively as the "Parties."

WHEREAS

A. The Authority has established a fully equipped Radiology Department at the New 342-Bedded NAMO Hospital, Marwad, Nani Daman, comprising Government-owned MRI (1.5 Tesla), CT Scan (128 Slice), Digital Mammography and Digital OPG with CBCT equipment.

B. The Authority intends to outsource the operation of the Radiology Centre by engaging a specialized Agency for deployment of Radiographers, PACS software, tele-radiology reporting services, operation and maintenance support, and other related services as specified in the Tender Documents and Scope of Work.

C. The Agency has represented that it possesses the necessary technical expertise, qualified manpower, infrastructure and experience to provide the required services and has been selected through an Open Competitive Tender Process.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

2. Definitions

- Agency means the selected Service Provider responsible for deployment of manpower, PACS software, tele-radiology reporting and all services specified under this Agreement.
- Authority means the Medical Superintendent, Government Hospital, Daman or any officer authorized by the Department of Health & Family Welfare.

- Radiology Centre means the Government-owned Radiology Department comprising MRI, CT Scan, Digital Mammography and Digital OPG with CBCT installed at the New 342-Bedded NAMO Hospital, Marwad.
- PACS means the Picture Archiving and Communication System used for acquisition, storage, retrieval, transmission and reporting of radiological images.
- Tele-radiology Reporting means remote interpretation and reporting of diagnostic images by qualified Radiologists through secure electronic communication in accordance with applicable Government of India guidelines.
- Turnaround Time (TAT) means the period commencing from completion of image acquisition to the availability of the final signed radiology report in the PACS/HMIS.
- Downtime means the period during which any equipment or software covered under the Agency's responsibility is unavailable for providing radiology services due to reasons attributable to the Agency.
- Scan means one complete CT Scan or MRI examination successfully performed on a patient and accompanied by a finalized radiology report recorded in the PACS/HMIS.
- Investigation means any radiological examination undertaken using MRI, CT Scan, Digital Mammography or Digital OPG with CBCT equipment.
- Monthly Outlay means the fixed monthly amount payable to the Agency under Clause 6, subject to the payment mechanism prescribed in this Agreement.
- Applicable Laws means all Acts, Rules, Regulations, Government Orders, Notifications and Guidelines applicable to the performance of this Agreement.

3. Scope of Services

The Agency shall be responsible for the following, at its own cost unless otherwise specified, to ensure un-interrupted operationalization of the MRI and CT Scan machines installed at NAMO Hospital:

3.1 Manpower Deployment

1. Deployment of four (4) qualified Radiographers (minimum diploma/degree in Radiography/Radio-diagnosis technology, registered with the applicable State Paramedical Council), to be roistered across shifts to ensure coverage on all working days, including a minimum of one Radiographer available on-call for emergency/night services as decided by the Authority.
2. Provision of a Radiologist for reporting of all MRI and CT studies through online/tele-radiology mode. The Radiologist shall be a Post-Graduate (MD/DNB – Radiodiagnosis) registered with the National Medical Commission (NMC)/State Medical Council, and reporting shall be undertaken in accordance with the Tele-Radiology Practice Guidelines, India (2020).
3. The Agency shall furnish, prior to deployment, credentials, registration certificates and police verification of all deployed personnel for approval by the Authority. Any change in personnel shall require prior written intimation and, for the Radiologist, replacement with an equally or better qualified professional.

3.2 PACS Software & IT Infrastructure

4. Supply, installation, licensing and maintenance of PACS software compatible with the existing MRI/CT machines and Hospital Management Information System (HMIS), with capability for DICOM image storage, retrieval, tele-transmission for reporting, and audit trail.

5. Minimum online data storage/archival of images and reports for a period of [3] years, with backup and disaster-recovery arrangements, in compliance with the Digital Information Security in Healthcare Act (DISHA)/applicable data-protection norms and patient confidentiality requirements.
6. Provision of workstations, UPS backup, networking and connectivity required for PACS and tele-reporting, and 24x7 IT helpdesk support for resolution of software/connectivity issues.

3.3 Radiologist Reporting (Tele-radiology)

7. Routine (non-emergency) reports shall be delivered within four (4) hours of scan completion.
8. Emergency/inpatient/ICU-referred scans shall be reported within one (1) hour of scan completion, with provision for tele-consultation/verbal reporting to the treating doctor where clinically indicated.
9. All reports shall bear the digital signature/registration number of the reporting Radiologist and shall be uploaded to PACS/HMIS and made available in print at the hospital reporting counter.

3.4 Consumables & Ancillary Support

10. The Agency shall supply MRI/CT-compatible consumables (contrast media administration sets, films if required, stationery for reports) unless separately provided by the Authority, as detailed in Annexure B.
11. The Authority shall be responsible for supply of contrast media, machine AMC/CMC (unless otherwise agreed), electricity, water, air-conditioning of the scan room, and the physical premises.

4. Service Hours & Patient Coverage

The MRI and CT facility shall remain operational on all days of the week, including Sundays and Government holidays, in two shifts of a minimum of six (6) hours each (or as mutually decided with the Authority), with the Agency ensuring adequate Radiographer coverage at all times. Emergency scans referred from Casualty/ICU shall be attended to on priority, on a 24x7 on-call basis, within thirty (30) minutes of requisition.

5. Service Level Parameters & Key Performance Indicators (KPIs)

The performance of the Agency shall be measured monthly against the following parameters. Non-compliance shall attract penalties as per Clause 7.

Sl.	Parameter	Target Standard	Measurement Method
1	Machine/Manpower Uptime	≥ 98% of scheduled service hours/month	Machine log + attendance biometric register
2	Radiographer Availability	4 Radiographers on roster; zero shift left uncovered	Biometric attendance / duty roster
3	Routine Report TAT	≤ 4 hours from scan completion	PACS/HMIS timestamp
4	Emergency Report TAT	≤ 1 hour from scan completion	PACS/HMIS timestamp
5	PACS System Availability	≥ 99% uptime/month	System audit log
6	Report Accuracy / Re-reporting	Re-reporting/complaint rate < 1%	Clinical audit / complaints register

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Sl.	Parameter	Target Standard	Measurement Method
7	Patient Grievance Redressal	Resolved within 48 hours	Grievance register
8	Free/Subsidised Scans for BPL/PMJAY	100% compliance with Govt. scheme entitlements	Scheme billing reconciliation
9	Data Backup & Archival	Daily backup; retrieval within 24 hours on request	IT audit trail

6. Financial Terms & Payment Mechanism

6.1 Consideration

In consideration of the services rendered under this Agreement, the Authority shall pay the Agency on a monthly basis, the higher of the following two amounts (“whichever is higher” basis):

- 12.A fixed Monthly Outlay of Rs. _____/- (Rupees only) per month, inclusive of manpower deployment (4 Radiographers), PACS software licensing/maintenance and tele-radiology reporting charges; OR
- 13.Rs. _____/- (Rupees only) per scan (MRI and CT combined, or as split in Annexure C) performed and duly reported during the month, computed on the total number of scans recorded in the PACS/HMIS log for that month.

The applicable monthly payment shall be the higher of (i) and (ii) above, duly certified by the Medical Superintendent/Nodal Officer based on the scan register and PACS log, and subject to deduction of penalties, if any, under Clause 7.

6.2 Billing & Payment Schedule

14. The Agency shall submit a monthly invoice, along with scan-wise statement (patient ID, date, scan type, TAT, reporting Radiologist), attendance records of deployed manpower, and an SLA-compliance self-certification, by the 5th of the succeeding month.
15. The Authority shall verify and release payment within twenty-one (21) days of receipt of a correct and complete invoice, after adjustment of applicable penalties, statutory deductions (GST, TDS, etc.) as per extant Government rules.
16. Rates quoted are firm for the Contract Period, subject to revision only through mutual written agreement or as per escalation clause (if incorporated as per RFP terms).

6.3 Patient Charges

- 17.Charges to be collected from patients (other than those entitled to free/subsidised services under Government schemes) shall be strictly as per rates notified by the Authority/State Government from time to time, and the Agency shall not collect any amount over and above the notified rate.
- 18.Scans for BPL, EWS, PMJAY/Ayushman Bharat and other Government scheme beneficiaries shall be provided free of cost/at scheme rates to the patient; the

corresponding reimbursement, if any, shall be claimed by the Authority from the concerned scheme and shall not reduce the Agency's entitlement under Clause 6.1.

19. The Agency shall issue computerised receipts for all payments collected and shall reconcile daily collections with the hospital accounts/cash counter.

7. Penalties / Liquidated Damages for Non-Compliance

Without prejudice to the Authority's right to terminate this Agreement, the following deductions shall be made from the monthly payment due to the Agency for breach of Service Level Parameters specified in Clause 5, on a 'no fault, no penalty' principle (i.e., penalty shall not apply where non-compliance is attributable to the Authority, e.g., machine breakdown, power failure, or Force Majeure):

Nature of Default	Penalty
Non-availability of any of the 4 Radiographers on a given shift without approved substitute	Rs. 2,000/- per Radiographer per shift
Radiologist reporting delay beyond TAT (routine/emergency)	Rs. 500/- per report, per hour of delay, subject to a cap of Rs. 25,000/- per month
PACS system downtime attributable to Agency	Rs. 5,000/- per day or part thereof
Overcharging patients beyond notified rates / denial of free services to eligible beneficiaries	Rs. 10,000/- per instance, plus refund to patient and liability to disciplinary action/blacklisting for repeat violations
Repeated non-compliance (3 or more instances in a quarter)	Additional penalty of 5% of that month's payment and show-cause notice; continued default may lead to termination under Clause 9

Total penalty in any month shall not exceed 10% of the amount payable for that month, except in cases of termination for persistent default. The Authority's decision on levy of penalty, recorded in writing with reasons, shall be final, subject to the dispute resolution mechanism in Clause 12.

8. Statutory & Regulatory Compliance

The Agency shall, at all times during the currency of this Agreement, comply with the following, as applicable, and shall indemnify the Authority against any loss arising from non-compliance:

- Atomic Energy Regulatory Board (AERB) requirements for radiation safety, including Radiation Safety Officer (RSO) designation, TLD badge monitoring of staff, and periodic quality assurance tests for the CT machine.
- Pre-Conception and Pre-Natal Diagnostic Techniques (PC&PNDT) Act, 1994, including registration of the centre (for CT, where applicable) and maintenance of Form F records.
- Clinical Establishments (Registration and Regulation) Act, 2010 (or applicable State Act) registration of the diagnostic centre.
- Bio-Medical Waste Management Rules, 2016, for disposal of any contrast/consumable waste generated.
- National Medical Commission (NMC) registration of the Radiologist and Tele-Radiology Practice Guidelines, India (2020) for online reporting.

- Digital Personal Data Protection Act, 2023 and DISHA norms for patient data privacy and cyber security of PACS/tele-radiology systems.
- Labour laws applicable to deployed manpower, including minimum wages, EPF/ESI contributions, and other statutory dues, for which the Agency shall remain solely liable as principal employer of its personnel.
- General Financial Rules (GFR), 2017 and the applicable State Public-Private-Partnership Policy for the Health Sector, and guidelines issued by the National Health Mission (NHM)/State Health Department from time to time.
- Central Government/State Government notified diagnostic rate list, and where applicable, CGHS/Ayushman Bharat-PMJAY package rates for scheme beneficiaries.

9. Term, Renewal & Termination

20. This Agreement shall be effective from the Effective Date and shall remain in force for a period of three months, unless terminated earlier in accordance with this Clause, extendable by mutual written consent on the same or revised terms.
21. The Authority may terminate this Agreement, by giving thirty (30) days' written notice, on grounds including but not limited to: (a) persistent breach of SLA parameters despite two show-cause notices; (b) insolvency or winding-up of the Agency; (c) conviction of the Agency or its personnel under any law involving moral turpitude, medical negligence, or patient harm; (d) loss of statutory registration/licence required for the services.
22. The Authority may terminate this Agreement forthwith, without notice, in case of gross medical negligence causing patient harm, breach of patient confidentiality, or overcharging of patients found to be wilful and repeated.
23. The Agency may terminate this Agreement by giving written notice, provided all dues and obligations up to the date of termination are duly discharged and continuity of patient care is ensured through an orderly hand-over.
24. Upon termination/expiry, the Agency shall hand over all patient data, PACS archives, records and Government-owned assets in good condition to the Authority, and shall extend transition support.

10. Monitoring, Reporting & Audit

25. A Joint Monitoring Committee, comprising the Medical Superintendent (or nominee), a Radiologist/Radiodiagnosis expert, a representative of the District Health Society, and a representative of the Agency, shall meet monthly to review SLA performance, grievances and payments.
26. The Agency shall submit a Monthly Performance Report covering all KPIs in Clause 5, patient footfall, revenue/scan statement, and grievance disposal status, in the format at Annexure D.
27. The Authority reserves the right to conduct surprise inspections, patient satisfaction surveys, and third-party clinical/technical audits of the facility, records and reports, and the Agency shall extend full cooperation.

11. Indemnity, Insurance & Liability

28. The Agency shall maintain a valid Professional Indemnity Insurance covering the deployed Radiologist and Radiographers, and a comprehensive insurance for its personnel, for the entire Contract Period, and shall furnish proof thereof to the Authority.

29. The Agency shall indemnify and keep indemnified the Authority against any claim, loss, damage or liability arising out of negligence, misconduct or default of its personnel, or breach of any statutory requirement referred to in Clause 8.
30. Nothing in this Agreement shall be construed as creating an employer-employee relationship between the Authority and the personnel deployed by the Agency, who shall remain employees of the Agency for all purposes.

12. Force Majeure & Dispute Resolution

31. Neither Party shall be liable for delay or failure in performance caused by Force Majeure events (natural calamity, pandemic, war, civil unrest, or Government-imposed restrictions) beyond its reasonable control, provided timely written notice is given and reasonable mitigation steps are taken.
32. Any dispute arising out of or in connection with this Agreement shall, in the first instance, be resolved through mutual discussion between the designated Nodal Officers of both Parties within thirty (30) days.
33. Failing amicable resolution, the dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, by a sole arbitrator appointed by the Authority, with the seat of arbitration at [City], and the arbitration proceedings shall be conducted in English.
34. This Agreement shall be governed by the laws of India, and the Courts at [City/District] shall have exclusive jurisdiction, subject to the arbitration clause above.

13. General / Miscellaneous

35. This Agreement, together with the RFP/Tender document, Financial Bid, and Annexures hereto, constitutes the entire agreement between the Parties and supersedes all prior discussions or understandings.
36. No amendment or modification shall be valid unless made in writing and signed by authorised representatives of both Parties.
37. The Agency shall not sub-contract or assign any part of the services under this Agreement without prior written approval of the Authority.
38. All notices under this Agreement shall be in writing and delivered by hand, registered post, or e-mail to the addresses/contacts specified in Annexure A.
39. Confidentiality of patient data and hospital records shall be maintained by the Agency and its personnel at all times, including after expiry/termination of this Agreement.

14. Signatures

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day, month and year first above written.

For and on behalf of the Authority

For and on behalf of the Agency

Name: _____
Designation: Medical Superintendent,
NAMO Hospital Daman
Date: _____ Seal: _____

Name: _____
Designation: Authorized Signatory
Date: _____ Seal: _____

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Witnesses: 1. _____ 2. _____

Annexures to be attached in agreement: (Note the format will be decided at the time of execution of contract, annexures may increase or decrease)

- Annexure A – Contact details of Nodal Officers of both Parties
- Annexure B – List of consumables/items to be supplied by Agency vis-à-vis Authority
- Annexure C – Break-up of Rs. - per-scan rate, MRI vs CT, and any sub-category-wise variation
- Annexure D – Format for Monthly Performance / SLA Compliance Report
- Annexure E – List of deployed manpower with qualifications and registration numbers
- Annexure F – Government-notified diagnostic rate list applicable to patients.