

राजस्थान सरकार
निदेशालय, चिकित्सा, स्वास्थ्य एवं परिवार कल्याण सेवायें,
तिलक मार्ग, जयपुर फोन नं. 0141-2228728

क्रमांक: चि.प्र./पीपीपी मोड/सीटी स्कैन/2020/50

दिनांक: 29/9/2020

G. D. Associates,
409, Jaipur Center,
Tonk Road, Jaipur

विषय – सीटी स्कैन मशीन हेतु प्रस्ताव बाबत।

RUHS, चिकित्सालय, जयपुर एवं महात्मा गांधी चिकित्सालय, जोधपुर में कोविड-19 की महामारी के कारण संभावित रोगियों की त्वरित जांच हेतु सिटी स्कैन मशीनों की तत्काल आवश्यकता है। अतः इन दोनों चिकित्सालयों में सिटी स्कैन मशीन यथाशीघ्र स्थापित करने हेतु निम्नांकित प्रस्ताव एकल स्रोत उपापन पद्धति के अन्तर्गत आपको एतत्द्वारा दिया जा रहा है। सिटी स्कैन मशीन तत्काल स्थापित कर निर्धारित जांचें प्रारंभ करने हेतु एनएचएम द्वारा निम्नांकित शर्तें निर्धारित की जाती हैं –

1. सीटी स्कैन जांच की दर एवं संचालन की शर्तें हरिबक्श कांवटिया चिकित्सालय जयपुर के पूर्व अनुबंध दिनांक 06.04.2016 के आधार पर होंगी (कांवटिया चिकित्सालय के संबंधित अनुबंध की प्रति संलग्न)। विभाग द्वारा अनुबंध में निर्धारित दर पर 41.11 प्रतिशत रेवेन्यू शेयरिंग लिया जा रहा है, परन्तु कोविड-19 महामारी के समय उक्त रेवेन्यू शेयरिंग की दर को कम करते हुये सीटी स्कैन जांच की जो वास्तविक दर आती है, वर्तमान में ही वह सेवाप्रदाता कम्पनी द्वारा ली जावेगी। कोविड-19 महामारी का प्रकोप समाप्त होने के विभागीय आदेश जारी होने के उपरान्त हरिबंश कांवटिया चिकित्सालय, जयपुर के इस हेतु पूर्व के अनुबंध दिनांक 06.04.2016 के समान शर्तों पर ही रेवेन्यू शेयरिंग के आधार पर संचालित की जावेगी।
2. उक्त पीपीपी मोड पर संचालित सीटी स्कैन मशीन के संचालन की अवधि 3+2 वर्ष होगी। 2 वर्ष की अवधि की वृद्धि सेवाप्रदाता एजेन्सी द्वारा प्रारंभिक तीन वर्षों में कार्य संतोषप्रद होने पर ही की जावेगी।
3. सीटी स्कैन मशीन 16 Slice या इससे अधिक की क्षमता की लगानी होगी।
4. RUHS, चिकित्सालय, जयपुर एवं महात्मा गांधी चिकित्सालय, जोधपुर में उक्त कार्य में लगभग अनुमानित भुगतान राशि रु. 1.00-1.00 करोड़ वार्षिक का होगा, जो वास्तविक आधार पर कम या अधिक हो सकता है, एवं कार्य प्रतिभूति राशि रु. 2.5 लाख प्रत्येक चिकित्सालय हेतु रहेगी जो कार्यादेश जारी होने के तीन दिवस में जमा करानी होगी तथा अनुबंध भी प्रस्तुत करना होगा।
5. सीटी स्कैन हेतु समुचित स्थान (कमरा) तथा जल एवं विद्युत प्रवाह उस स्थान पर 10 दिवस में ही उपलब्ध कराना संबंधित चिकित्सालय का उत्तरदायित्व होगा। बिजली बिल एवं पानी बिल का मासिक आधार पर भुगतान संबंधित सेवा प्रदाता द्वारा किया जावेगा। संबंधित सेवाप्रदाता द्वारा सीटी स्कैन मशीन हेतु कार्यादेश जारी होने के 10 दिवस में अथवा विद्युत प्रवाह एवं समुचित स्थान उपलब्ध कराये जाने के तत्काल पश्चात् ही स्थापित किया जाना आवश्यक होगा।

अतः उक्त शर्तों के अनुसार आप मशीन उपलब्ध कराने में सहमत हैं, या नहीं। इसके संबंध में आप अपना प्रतिउत्तर इस प्रस्ताव के जारी होने के तीन दिवस में अधोहरस्ताक्षरकर्ता को उपलब्ध कराने का श्रम करें।



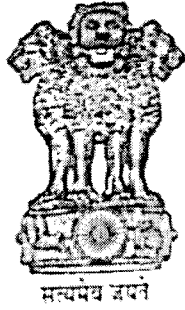
(नरेश कुमार ठकराल)

मिशन निदेशक, एनएचएम एवं
विशिष्ट शासन सचिव, चिकित्सा एवं
स्वास्थ्य विभाग, जयपुर

भारतीय गैर न्यायिक

भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

C 780320

Memorandum of Understanding

(For running of New CT Scan Machine in District Hospital. HBK Hospital Shastri Nagar Jaipur. under PPP Mode)

This agreement is made on date 06/04/2016 between M/s DKM X RAY AND DIAGNOSTIC CENTRE, LATA CIRCLE, KALWAR ROAD, JHOTWARA, JAIPUR (herein after called first party The Service Provider), and Member Secretary, Rajasthan Medicare Relief Society District Hospital, (Herein called second part) on the below mentioned conditions and rate approved by Directorate, Medical & Health Services.

Whereas, the above parties i.e. First part M/s DKM X RAY AND DIAGNOSTIC CENTRE, LATA CIRCLE, KALWAR ROAD, JHOTWARA, JAIPUR ..., & Second Part- Member secretary Rajasthan Medicare Relief Society District Hospital, HBK Hospital Shastri Nagar Jaipur. shall mean and included their respective successor in its interest, assigned administrators and representatives, where the context so admits

Now, it is hereby agreed as follows

1. Service Provider (first part) agrees to submit security money (DD/NSC/Bank guarantee) of Rs 1.25 lacs (Rupees one lac twenty five thousand only) to member secretary Rajasthan Medicare Relief Society District Hospital.. HBK Hospital Shastri Nagar Jaipur... Shall be valid up to 120 month from the date of signing of contract. This period shall be extended further two month after expiration 9 year of contract.
2. The Service Provider (First party) will perform investigations of C.T. Scan at approved rate by Directorate, Medical & Health Services.

For DKM X-Ray & Diagnostic Centre

Proprietor

3. Revenue sharing will be on collection bases The Service Provider (First party) will provide revenue percentage ..41.1111...% for C.T.Scan investigations of total revenue collection to Member Secretary Rajasthan Medical Relief Society District Hospital . HBK Hospital Shastri Nagar Jaipur..(Second Party).
4. Cost of contrast if required, will be borne by the patients.
5. The contract period will be of Ten years from the date of signing of arrangement for running of New CT scan machine.
6. The Member Secretary, R.M.R.S., District Hospital . HBK Hospital Shastri Nagar Jaipur.....(Second Party) will refund the security money to the Service Provider (First Party) after 120 month from the date of signing of contract.
7. Report of medico Legal Cases will be done by the government doctor of District Hospital HBK Hospital Shastri Nagar Jaipur... of Second Party.
8. The Service Provider (First Party) will ensure best quality of tests and protocols.....number of cuts/slices sequences as set by the hospital administration / treating doctor.
9. The Service Provider (First party) will repeat the Bad Scan free of cost.
10. Basic Amenities will be arranged by the Service Provider (First party) which include clean Drinking Water, Toilets (Male and female separately with round the clock utmost zero percent dust, cleaning and maintenance of the space by the service provider (First party) well furnished comfortable and adequate waiting area (looking to the average inflow of patients), Sufferance cloth change room (male and female separately with gown etc), Staff who are well harmonious in public dealing, otherwise Rs.1.000 per day will be charged by the R.M.R.S. District Hospital . HBK Hospital Shastri Nagar Jaipur..... (Second party) from the service provider (First party) as penalty charges.
11. Training: Service Provider will operate the machines for clinical, training and research work during the hospital hours.
12. The service provider (First Party) agree to an inspection by Atomic Energy Regulatory Board / other inspection authority if any regulatory agency as per law and as per prescribed norms. Service Provider (First Party) will get C. T. Scan plan approved from AERB and obtain license to operate C.T. Scan machine .The Service Provider (First Party) will get the C.T. Scan plan approved from A.E.R.B. and obtain license to operate C.T. Scan machine. The Service Provider (First Party) will appoint qualified / approved radiographer technologists and will provide all the radiation protection gadget and personnel monitoring badges.
13. Number of films will be provided by the Service Provider as under.

| S.No. | Investigations | Films to be provided by Service Provider |
|-------|---|--|
| 1. | C.T. Scan Head Plan, | 1 Films |
| 2. | C.T. Scan Paediatric Plain , Contrast ,Thorax ,HRCT and Abdomen | 2 Films |
| 3. | C.T. Anglo, PNS, Face, Orbit, Neck, Thorax Plain contrast, HRCT, CT Abdomen, CT Ortho- Joints etc, C.T.Paediatric Anglo | 3 Films |
| 4. | Other investigations of C.T. Scan | Minimum 2 films |

For M.R.S. & International Centre

[Signature]

14. The Hospital Administration (Second Party) will not be responsible for any loss or damage to the machine / property due to natural hazard or otherwise the Service Provider (First Party) may take adequate insurance cover at his own risk and liability for the same. The Service Provider (First Party) will take third party liability policy to cover any mishap with the patients sent by the hospital, consequent upon the use of machines for radio imaging investigations conforming to the provision of the consumer shall be the sole and absolute responsibility / liability of license holder and in the respect radiation hazard of each machine to patient and doctors / staff must be disclosed before.
15. If any C.T. Scan machines are provided by the Government of India /other sources for specific propose will be installed in addition by the hospital administration (Second Party) and the service provider will not have any objection, if government install any number and any type of C.T. Scan, CT Scan machine at District Hospital . HBK Hospital Shastri Nagar Jaipur..... for specific reasons like research & training etc. Government of Rajasthan / Directorate, Medical & Health Services, Jaipur will have the first right to purchase the machines installed by Service Provider at book value at the end of the contract as per provision of income tax
16. The Service Provider (First Party) will be held liable under consumer protection act. The Service Provider (First Party) will be held responsible for any damage and disputes about investigations during the contract period including liability under consumer protection act.
17. The Service Provider (First Party) will manage and maintain fire fighting system and maintenance and should also have to take necessary fire insurance.
18. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:
 - (i) Terms and Conditions of RFP document
19. The issue for which the RFP document or it corrigendum is silent, will be dealt and decided as per the relevant provisions of RTTP Act. 2012 and RTTP Rules 2013.
20. If available Anesthetist in district Hospital if required will be arrange by the concerned PMO, District Hospital.
21. Arbitration
 - a) If dispute or difference of any kind shall arise between the Directorate, Medical & Health Services and the service provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
 - b) If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the Directorate, Medical & Health Services or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the Directorate, Medical & Health Services as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by Directorate, Medical & Health Services to act

as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor. The award of the provision that the Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees One Lac (Rs. 1,00,000/-)

- c) Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Directorate, Medical & Health Services or the service provider shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- d) Reference to arbitration shall be a condition precedent to any other action at law.
- e) Venue of Arbitration: The venue of arbitration shall be the place Jaipur.

2. Applicable Law and Jurisdiction of Court:

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place Jaipur contract shall have jurisdiction to decide any dispute arising out of in respect of the contract. It is specifically agreed that no other Court shall have jurisdiction in the matter.

In witness whereof both the parties here to have set their hands on the day of.....2016 for and behalf of the Government of Rajasthan.

For Dr. Signature of the Approved Service Provider

Date:

Signature & Designation
अति. प्रधानाचार्य
डा.सि. चिकित्सा महाविद्यालय
जयपुर

1. Witness No. 1

2. Witness No. 2

1. Witness
1. Witness