

राजस्थान-सरकार
चिकित्सा एवं स्वास्थ्य विभाग,
स्वास्थ्य भवन, तिलक मार्ग, सी-स्कीम, जयपुर

दूरभाष सं० : 0141-2224878

ई-मेल: no-mnjj-rj@gov.in

एफ04(0)एमएनजेवाई / टेलीरेडियोलॉजी / 2021-22 / 813

दिनांक 8/10/21

Clarification/Corrigendum/Addendum

Sub- Revised Pre-Bid information of advertisement No F04 (0)MNJY /teleradiology/2021-22/785 dated 27-09-2021.

In reference to above cited subject revised Technical and financial terms and conditions as below:

S.No	RFP Point	Existing Point		Amended/clarified /added/ Provision/ condition	
		Schedule	Time and Dates	Schedule	Time and Dates
1		Last date for Submission of Bids	11.10.21 till 5.00 PM	Last date for Submission of Bids	18.10.21 till 5.00 PM
		Original Bank draft/Banker cheque received upto	12.10.21 at 11.30 AM	Original Bank draft/Banker cheque received upto	20.10.21 at 11.30 AM
		Opening of tender Document	12.10.21 at 12.30 PM	Opening of tender Document	20.10.21 at 12.30 PM
2	ई- बिड निविदा सूचना	वित्त विभाग के आदेश संख्या एफ.(1)एफ.डी./जी.एफ.एण्ड ए.आर./2007 दिनांक 30.09.2011 (सर्कुलर नं.19/2011) के अनुसार 50.00 लाख रुपये तक की राशि के कार्यों के लिए 1000/- व 50.00 लाख रुपये से अधिक राशि के कार्यों के लिए 1000/- रुपये की राशि निविदा शुल्क के अतिरिक्त देनी होगी जो डिमांड ड्राफ्ट या बैंकर्स चेक के रूप में देय होगी। यह डिमांड ड्राफ्ट या बैंकर्स चेक MD RISL के पक्ष में व जयपुर में भुगतान योग्य होना चाहिए।		वित्त विभाग के आदेश संख्या एफ.(1)एफ.डी./जी.एफ.एण्ड ए.आर./2007 दिनांक 30.09.2011 (सर्कुलर नं.19/2011) के अनुसार 50.00 लाख रुपये तक की राशि के कार्यों के लिए 1000/- व 50.00 लाख रुपये से अधिक राशि के कार्यों के लिए 10000/- रुपये की राशि निविदा शुल्क के अतिरिक्त देनी होगी जो डिमांड ड्राफ्ट या बैंकर्स चेक के रूप में देय होगी। यह डिमांड ड्राफ्ट या बैंकर्स चेक MD RISL के पक्ष में व जयपुर में भुगतान योग्य होना चाहिए।	
3	Annexure - A Forwarding Letter for Technical Bid Page No. 26 Point no. 18	Financial Bid as per Performa given in Appendix E.-Hard copy should be submitted within stipulated time frame. And scan copy Attached on page no....		FINANCIAL BID It should not be Uploaded With Technical bid	
4	Annexure - A Forwarding Letter for Technical Bid Page No. 26 Point no. 19	Performa for bank gurantee as per performa given in Appendix F		It should not be Uploaded With Technical bid	
5	Page no. 4 Project Background-Point no. 4	संबंधित चिकित्सा संस्थानों के द्वारा निविदादाता के सिस्टम पर X-Ray की Digital Image electronically प्रेषित की जायेगी एवं निविदादाता द्वारा Reporting पश्चात् X-Ray की Image एवं Report संबंधित चिकित्सा संस्थान पर पुनः प्रेषित की जायेगी।		संबंधित चिकित्सा संस्थानों के द्वारा निविदादाता के सिस्टम पर X-Ray की Digital Image electronically प्रेषित की जायेगी एवं निविदादाता द्वारा X-Ray की Report संबंधित चिकित्सा संस्थान पर प्रेषित की जायेगी।	
6	Scope of service Page No. 15, Point No. 17	It will be the responsibility of the successful bidder to provide complete backup data backup of complete project period in two copies at the end of the project on working condition.		It will be the responsibility of the successful bidder to provide complete backup data, backup of complete project period in two copies at the end of the project on working condition.	

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क० ४१३

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१५-११/०२

एफ००४(०)एमएनजेवाई / टेलीरेडियोलॉजी / 2021-22 / ४१३

दिनांक ११/०२

7	Scope of service Page No. 15, Point No. 4	The successful bidder shall be responsible for storing the data (securely) at central server managed by the bidder and integration of APIs with department software's	Selected bidder will perform the integration of teleradiology, PACS, IHMS and the system shall be integrated with IHMS (Integrated Health Management System) software using HID
8	Scope of Work Page No. 15 Point No. 1	Designing, development, supply, installation, implementation, operationalization, commissioning, management and maintenance of teleradiology with PACS (Picture Archiving and Communication System) services in Rajasthan.	Preferably web based on browser.
9	Scope of Work Page No. 15 Point No. 4	The successful bidder shall be responsible for storing the data (securely) at central server managed by the bidder and integration of APIs with department software's	Everything that captured in the project followed by standards.
10	Scope of Work Page No. 15 Point No. 19	Appropriate user-rights for generating reports and viewing the information should be provided to the department to generate information from the system on real-time basis with quality, completeness and relevancy of information in the various reports. Software will come with the facility of redesign/customizable the reporting format, graphical format.	As mentioned in clause of Reporting Features of the RFP (page no 16)
11	Page 14 Point no. 6	The bidder should have an established teleradiology hub, comprising of at least 20 radiologists (MD/DMRD) The bidder should attach educational qualification certificates, copy of registration certificate of Radiologist.	The bidder should have an established teleradiology hub, comprising of at least 15 radiologists (MD/DMRD/ DNB) The bidder should attach educational qualification certificates, copy of registration certificate of Radiologist.
12	Insertion of new point in scope of work Page no. 15		The successful bidder should provide helpdesk, dedicated email, telephone/mobile number/ remote access/ computer hardware/ printer and operational one technical manpower equipped with laptop, printer and internet data at State MNJY section to coordinate and perform day-to-day operations, reporting, API integration etc.
13	Forwarding letter of technical bid page no. 25 Insertion of Annexure B,C,D and E at point no. 23-26		Bidders should attach the Annexure B, C,D and E as per enclosed
14	Forwarding letter of technical bid Annexure A page no. 25-26		Revised Forwarding letter of technical bid Annexure A page no. 25-26 (Enclosed)

WLL
निदेशक (जन स्वा०)

चिकित्सा एवं स्वास्थ्य सेवायें,
राजस्थान जयपुर ।

Annexure - A**Forwarding Letter for Technical Bid**

(To be submitted by all tenderers/bidders on their letter head)

S.N	Document/Certificate Description	Yes/No	Details on page no.
1	Name of FIRM		
2	Certificate of Incorporation, Articles of Association & Memorandum of Association in-case of Companies & registration of partnership firm in-case of firms/any document proving Ownership of a proprietary firm		Attached copy on page no....
3	PAN card of the Company/firm/bidder		Attached copy on page no....
4	Certificate of Registration under GST		Attached copy on page no....
5	Certificate of registration with the Office of the Regional Provident Fund Commissioner		Attached copy on page no....
6	Certificate of registration with Employees "State Insurance Corporation"		Attached copy on page no....
7	Valid registration certificate/license with Labor Department under Contract Labor (Regulation & Abolition) Act, 1970		Attached copy on page no....
8	CA audited Statement for any of the consecutive 3 of the last 4 years		Attached copy on page no....
9	Copy of Income Tax Return for any of the consecutive 3 of the last 4 years		Attached copy on page no....
10	Annual Report, Balance Sheet, Profit and Loss statement for any of the consecutive 3 of the last 4 years		Attached copy on page no....
11	The document such as work orders, performance reports, Agreement from the user institutions that the Bidder has relevant experience		Attached copy on page no....
12	Tender fee in Rs..... Shape of DD or banker's Cheque.		Hard copy should be submitted within stipulated time frame. and scan copy Attached on page no....
13	RISL fees in Rs..... Shape of DD or banker's Cheque.		Hard copy should be submitted within stipulated time frame. And scan copy Attached on page no....
14.	Forwarding letter for Technical Bid as per Performa given in Appendix A		Hard copy should be submitted within stipulated time frame. And scan copy Attached on page no....
15.	Bidders Authorization letter as per Performa given in Appendix B.		Hard copy should be submitted within stipulated time frame. And scan copy Attached on page no....
16.	Assignment of similar nature successfully completed work as per Performa given in Appendix C.		Hard copy should be submitted within stipulated time frame. And scan copy Attached on page no....
17.	Particulars of the Bidder's company as per Performa given in Appendix D.		Hard copy should be submitted within stipulated time frame. And scan copy Attached on page no....

18.	Financial Bid as per Performa given in Appendix E.		It should not be uploaded with Technical bid.
19.	Performa for Bank guarantee as per Performa given in Appendix F.		It should not be uploaded with Technical bid.
20.	Declaration by Bidder as per Performa given in Appendix G.		Hard copy should be submitted within stipulated time frame. And scan copy Attached on page no....
21.	Forwarding letter for Technical Bid-Enclosures Annexure A		Hard copy should be submitted within stipulated time frame. And scan copy Attached on page no....
22.	Bid Security Declaration form Appendix H		Hard copy should be submitted within stipulated time frame. And scan copy Attached on page no....
23.	Compliance with the code of integrity and no conflict of interest –Annexure B		Hard copy should be submitted within stipulated time frame. And scan copy Attached on page no
24.	Declaration by the Bidder regarding qualification. Annexure C		Hard copy should be submitted within stipulated time frame. And scan copy Attached on page no
25.	Grievance redressal during procurement process Annexure D		Hard copy should be submitted within stipulated time frame. And scan copy Attached on page no
26.	Additional conditions of contract Annexure E		Hard copy should be submitted within stipulated time frame. And scan copy Attached on page no

Brief write-up about the firm / company. (Use extra sheet if necessary)

Company name and address of Tenderer.....

Signature of the Tenderer.....

Name of the signee

Designation of signee

Seal of the Tenderer.....

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Annexure B : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

(a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; (c) Not indulge in any collusion, Bid rigging or anticompetitive behavior to impair the transparency,

fairness and progress of the procurement process; (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process; (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; (f) Not obstruct any investigation or audit of a procurement process; (g) Disclose conflict of interest, if any; and (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest.-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

(i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:

(a) Have controlling partners/shareholders in common; or (b) Receive or have received any direct or indirect subsidy from any of them; or (c) Have the same legal representative for purposes of the bid; or (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, Works or service that are the subject of the Bid; or (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

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Annexure C: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement of

.....in response to their Notice inviting Bids

No.....Dated.....I/we

.....hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act,

2012

that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date : Signature of bidder

Place : Name :



Designation :

Address :

Annexure D :Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is M.D. NHM, Govt. of Rajasthan. The designation and address of the Second Appellate Authority is Secretary M&H Department Govt. of Rajasthan, Jaipur.

(1) Filing an appeal:-

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued there under, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder who has participated in procurement proceedings: Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(4) Appeals not to lie in certain cases:-

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement.
- (b) Provisions limiting participation of bidders in the bid process.
- (c) The decision of whether or not to enter into negotiations.
- (d) Cancellation of a procurement process.
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeals:-

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(a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee,

(c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing Appeal:-

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of appellate authority concerned.

(7) Procedure for disposal of Appeal:-

(a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing

(b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be shall- (i) Hear all the parties to appeal present before him; and (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

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**FORM No. 1 [See rule 83 of RTPP]
Memorandum of Appeal under the Rajasthan
Transparency in Public Procurement Act, 2012**

Appeal Noof

Before the(First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented

by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
(Supported by an affidavit)

1. Prayer:

.....
.....

Place

Date

Appellant's Signature

Yes

Annexure E : Additional Conditions of Contract

1. Correction of arithmetical errors:

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis: i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities:

(i) At the time of award of contract, the quantity of Goods, Works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract. (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract. (i) In case of procurement of Goods or service, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

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