

**OFFICE OF THE DIRECTOR
ACHARYA HARIHAR REGIONAL CANCER CENTRE,
CUTTACK**

NATIONAL COMPETITIVE BIDDING

TENDER DOCUMENT

FOR

**PROVISION OF PET CT SERVICES
(Development, Operation, & Maintenance) at AHRCC,
Cuttack IN A PPP MODE**

Tender Reference No. : 5672

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ACHARYA HARIHAR REGIONAL CANCER CENTRE Cuttack

Website: <http://www.ahrcc.in/>

e-mail : ahrccdirector@gmail.com

NOTICE INVITING TENDER (NIT)

Bid Reference No. : 5672

Date: 05.12.2018

1. Director, Acharya Harihar Regional Cancer Centre, Cuttack invites sealed Tender in two-bid system from eligible Service Providers for Development, Operation, & Maintenance of PET CT facility in the premises of AHRCC, Cuttack on PPP (Public-Private Partnership) mode as given in section – IV of this document.
2. This document contains eight sections as follows:
 - I. Section I : Notice inviting Tender
 - II. Section II: Instruction to Bidder
 - III. Section III: Procedure for evaluations of Bids
 - IV. Section IV: Job description
 - V. Section V: Eligibility Criteria
 - VI. Section VI: Terms and Conditions
 - VII. Section VII: Appendices (A to J) and Check list
 - VIII. Section VIII: Contract Format
3. Schedule of events

Sl.	Description	Date/Place
1	Date of availability of Bid Document	07.12.2018 to 01.01.2019
2	Website for downloading of Tender Document	http://www.ahrcc.in/
3	Cost of the Tender Document	Rs. 5,250/-
4	Pre bid Meeting (Date & Time)	21.12.2018 at 11.30 PM
5	Pre-Bid Meeting Venue	Conference Hall, Acharya Harihar Regional Cancer Centre, Medical Road, Mangalabag, Cuttack-753007, Odisha
6	Closing Date and Time of Receipt of Bid (By Registered/Speed Post/Courier only)	02.01.2019 up to 3 PM (Address same as mentioned above)
7	Time, Date and Venue of Opening of Technical Bid	03.01.2019 at 3.30 PM At the Office Chamber of the Director, Acharya Harihar Regional Cancer Centre

4. The tender document may be downloaded from the official website: <http://www.ahrcc.in/>. The bidder downloading the tender document from the website will be required to deposit **Rs.5,250/- (non-refundable)** in the form of Demand Draft drawn in favour of "Director, Acharya Harihar Regional Cancer Centre" payable at Cuttack while submitting the Tender. Tender without the fee of Rs.5,250/- will not be accepted.
5. All prospective bidders are requested to attend the Pre-bid meeting either in person or through their authorized representative. No representative is allowed to represent more than one prospective Bidder. The venue, date and time are indicated in Schedule of Events as in Para 3 above.
6. Bidders shall ensure that their bids complete in all respects, are submitted by **Registered Post/Speed Post/Courier only**. The postal address for submitting the bid is as mentioned below :

**The Director,
Acharya Harihar Regional Cancer Centre,
Medical Road, Mangalabag, Cuttack-753007,
Odisha**

7. The Bids sent by Registered Post/Courier must reach in the above said address on before the closing date & time indicated in Para 3 above, failing which the Bid will be treated as late bid and will not be considered.
8. In the event of any of the above mentioned dates being declared a holiday/closed day for the tender inviting authority, the Bids will be received/opened on the next working day at the same time.
9. The Bid Documents are not transferable.
10. All Bids must be accompanied by Earnest Money Deposit (EMD) amount to **Rs. 10.00 Lakhs (Rupees Ten Lakhs)** only in the form of Demand Draft/Banker's Cheque/Bank Guarantee (BG) favouring "**Director, Acharya Harihar Regional Cancer Centre**" payable at Cuttack. Earnest Money Deposit in any other form will not be accepted. Earnest Money Deposit will not earn any interest. Tenders without EMD shall be rejected.
11. The Authority is not bound at any point of time to accept any bids and reserves the right to terminate the selection process OR modify the terms and conditions of the tender at any time prior to the award of the contract without assigning any reason thereof.
12. The interested bidder has to examine all instructions and terms and conditions of the tender document carefully. Failure to furnish requisite information and documents in the submitted bid is liable for rejection.
13. **Any changes incorporated in the tender document after the pre-bid meeting will be updated in the website of AHRCC only. No corrigendum shall be published in newspapers.**


Director

INSTRUCTION TO BIDDERS

1. General Instructions

- a. The Bidder should prepare and submit its offer as per instructions given in this section.
- b. The Bids should be complete with all documents duly signed by Authorized personnel. Those submitted by telex, telegram or fax shall not be considered.
- c. The Bids which are for only a portion of the components of the job /service shall not be accepted. (The bids should be for all components of the job /service.)
- d. The prices quoted shall be firm and shall include all taxes and duties. This shall be quoted in the format as per attached **Appendix 'G'** only.
- e. The Bids (technical and financial) shall be submitted (with a covering letter as per **Appendix 'F'** before the last date of submission. Late bids shall not be considered.

2. Inspection of Site

The interested bidder may inspect the site locations where the services are to be rendered during 10.00 AM to 5.00 PM on all working days till last date of availability of tender as given in the Schedule of Events. The tender inviting authority shall not be liable for any expenditure incurred in such inspection or in the preparation of the bids.

3. Earnest Money Deposit (EMD)

- a. The bid shall be accompanied by Earnest Money Deposit (EMD) of **Rs. 10 Lakhs** in the form of Bank Draft / Bankers cheque / Bank Guarantee (BG) from any Nationalized / Scheduled Bank in favour of "**Director, Acharya Harihar Regional Cancer Centre**" payable at Cuttack while submitting the Tender. However, in case of BG, the BG has to be furnished in the required format as mentioned at **Appendix H and must be valid for six months.**
- b. No Bidding entity is exempted from deposit of EMD. Bids submitted without EMD shall not be considered.
- c. The EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of the resultant agreement. The EMD of the successful Service provider will be returned without any interest, after receipt of performance security as per the terms of agreement.
- d. EMD of Bidder may be forfeited without prejudice to other rights of the bid inviting authority, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid or if it comes to notice that the information / documents furnished in its Bid is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful Bidder's EMD will also be forfeited without prejudice to other rights of bid inviting authority, if it fails to furnish the required performance security and signing of contract within the specified period.

4. Preparation of Bid

The bids shall be made in **two separate sealed envelopes** as follows:

- I. The **first envelope** shall be marked in bold letter as "**TECHNCIAL BID**" which shall be sent with

forwarding letter **Appendix 'F'** and shall include the following:

- a. Bid document cost (Non refundable) in the shape of Bank draft / Banker's Cheque
 - b. EMD in the shape of Bank Draft / Banker's cheque / Bank Guarantee (as per Appendix H)
 - c. Confirmation regarding furnishing Performance Security in case of award of agreement.
 - d. Original Bid document duly stamped and signed by the authorized personnel in each page along with the Forwarding Letter confirming the performing the assignment as per **Appendix 'F'**
 - e. Particulars of the Bidder as per **Appendix "D"**
 - f. Implementation Plan as **Appendix "E"**
 - g. Copy of the Income Tax Returns acknowledgement for last three financial years.
 - h. Power of attorney in favour of signatory to tender documents.
 - i. Copy of the certificate of registration of EPF, ESI with the appropriate authority.
 - j. A declaration from the Bidder in the format given in the **Appendix I'** to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of a Government Department under Government of India or Government of any State.
 - k. The tender of the Authorized Agent shall include the manufacturer authorization letter as per proforma given in "**Appendix B**"
 - l. Past performance of similar services provided in private/public sector in last three years and user's certificate regarding satisfactory completion of such job as per proforma given in "**Appendix C**"
- II. The **second envelope** shall contain the financial bid and shall be marked in bold letters as "**FINANCIAL BID**". Prices shall be inclusive of all taxes & duties and quoted in the proforma enclosed at **Appendix "G"** as per scope of work / service to be rendered.
- III. Both the envelopes (Technical Bid & Financial Bid) shall be put in another **outer envelope** and shall be sealed and superscripted with "**Proposal for PET CT Scan Services**", RFP Reference No. & Due date.

5. Bid Validity Period

The bids shall be valid for a period of 180 days from the submission of bid for the purpose of Finalization of the tender.

6. Contract Validity Period:

The contract with the selected service provider shall be initially signed for a period of "**5 years**" and the prices quoted shall remain valid for the duration of the contract. The contract may be extended for **another term of "5 years"** base on performance and mutual consent.

7. Bid Submission

The **two envelopes** containing **both technical and the financial bid** shall be put in an **Outer envelope**, which shall be sealed and superscripted with "BID Name & Reference No.....due for opening on....."

The offer shall contain no interlineations or overwriting except as necessary to correct errors, in which cases such correction must be initialled by the person or persons signing the Bid. In case of discrepancy in the quoted prices, the price written in words will be taken as valid.

The outer and inner envelopes must be addressed to

**The Director,
Acharya Harihar Regional Cancer Centre,
Medical Road, Mangalabag, Cuttack-753007,
Odisha**

8. Opening of Bids:

The technical bid will be opened at the time & date specified in the schedule. The bidders may attend the bid opening if they so desire.

EVALUATION OF BIDS

1. Scrutiny of Bids

The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Bid Enquiry Document. The bids, which do not meet the aforesaid requirements, are liable to be treated as **non-responsive** and may be ignored. The decision of the bid inviting authority as to whether the Bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders.

2. Infirmary / Non-Conformity:

The tender inviting authority may waive minor infirmity and/or non-conformity in a Bid, provided it does not constitute any material deviation. The decision of the bid inviting authority shall be final regarding judgement of any material deviation in the bid and shall be binding on the bidders.

3. Bid Clarification:

Wherever necessary, the bid inviting authority may at its discretion, seek clarification from the Bidders seeking response by a specified date. If no response is received by this date, the bid inviting authority shall evaluate the offer as per available information in the bid submitted.

4. Bid Evaluation

The technical bids shall be evaluated based on the eligibility criteria, documents furnished in the bid in support of that including the requirement / terms & conditions of the bid and required clarification if any received from the bidders. The technical bids which do not meet the aforesaid eligibility / requirements of the bid are liable to be treated as **non-responsive**. Financial bids of only those bidders, who qualify in their technical bid, will be opened and evaluated.

5. Selection Process

The technically qualified bidder with the **lowest cost per PET CT scan with contrast** shall be selected.

JOB DESCRIPTION

I. Responsibilities of the Service Provider:

The Service Provider shall be responsible for operationalization of PET CT Scan facility at Acharya Harihar Regional Cancer Centre (AHRCC), Cuttack to offer PET CT scan services to the patients **referred by AHRCC/ Heads of Govt Health Institutions of Odisha**. In case it is referred by other Govt. health institutions other than AHRCC, then it has to be routed through the AHRCC committee.

Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider. This shall be achieved as mentioned below:

The service provider shall be allotted space & required electrical power with terminal box in the PET CT room by the authority and the service provider shall make complete arrangements to make PET CT scan machine operational including procurement of PET CT scan machine. The technical specification of the PET CT scan machine is given at Appendix 'J.'

II. Scope of the Work

The obligations of the service provider/firm under this service contract shall include following service activities and commitments. The details of locations and type of facilities is given in **Appendix 'A'**

1. The Service Provider **shall not be entitled to levy any charge** to the patients.
2. The Service provider shall submit the following :
 - i) hard copy of the report, soft copy of the image along with image (film) to the patient
 - ii) hard copy of report (in the form of paper) to the authority on a monthly basis.
 - iii) Soft copy of images to be submitted to the authority on a quarterly basis.
3. The service provider shall upload the images immediately after the stipulated time mentioned below which would be simultaneously viewed by the authority:
 - a) All PET CT cases declared as emergency by the referring authority **within 12 hours**.
 - b) All routine scan **within 24 hours**
4. The service provider shall also ensure, at its own cost, **IT enabled work station** at the radiology department of the institute, where the images and soft copy of the report of the patient should reach within the stipulated time.
5. The human resources including Specialist in Nuclear Medicine, Radiation Safety Officer, Radiographers and Staff Nurses for the PET CT scan facility shall be the sole responsibility of the service provider. The service provider shall have to provide on-call anesthetist, if required for conducting test. The service provider shall provide the signed report from qualified specialist in Nuclear Medicine. Service provider shall deploy the above staffs to run the facility **round the clock (24x7x365)**. The selected agency shall report all matters to the HoD Radiology/Nuclear Medicine of AHRCC.

6. Service Provider shall provide a **web based real-time dashboard** for monitoring of service delivery.
7. All the modalities (Manpower, Infrastructure & furnishing of the PET CT scan centre including air-conditioning (Split Air-conditioning), Computers / work stations with all software, Printers, UPS, Telephone & Internet charges, logistics if any, Monthly Electricity expenses, Provisioning of DG Set, Earthing etc.) required for providing PET CT Scan services will be the responsibility of the service provider.
8. The service provider shall be responsible for running the PET CT scan centre as per **Atomic Energy Regulatory Board (AERB)** norms.
9. The service provider shall coordinate with the Medical Superintendent/Administrative Officer for providing smooth and uninterrupted services at AHRCC.

ELIGIBILITY CRITERIA

1. The Bidder shall be a sole provider (Company/Partnership Firm/ Society/Trust) to implement the Project. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/country. No bidder can place more than one bid in any form.
2. The bidder shall have an average annual turnover of **Rs. 5 Crores or more** in last three financial years **duly supported by audited accounts statement**.
3. The bidder shall have to submit the Manufacturer's authorization from the concerned OEM (Original Equipment manufacturer) of PET CT, as per proforma in **Appendix 'B'**.
4. The Bidder shall have at least one year experience in carrying out PET CT service in private or public sector. In support of this, a statement regarding assignments of PET CT services successfully completed during last one year should be submitted as per proforma in **Appendix 'C'**. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out.
5. The Bidder shall have **at least one PET CT Scan Diagnostics Service Centres** (with fully trained service personnel) in India and **provides** reports for a minimum of **500 PET CT Scans** per annum in **one or more States of India** (Information to be provided in **Appendix "D"**)
6. The Bidders must not be presently blacklisted by the tender inviting authority or by any State Govt. / Govt. of India organizations / Medical Corporations.

TERMS AND CONDITIONS

1. Signing of Contract

The bid inviting authority shall issue the Notice for Award of Contract to the successful bidder within the bid validity period and the successful bidder will be required to sign and submit the contract unconditionally within 15 days of receipt of such communication. Initially, the contract shall be signed for a period of 5 **years** which may be further extended for another term of 5 years based on satisfactory services of the service provider. It could be cancelled at any time after providing an opportunity of hearing by the bid inviting authority, in case the Service provider does not follow the rules, regulations and terms and condition of the contract.

2. Modification to Contract

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties.

3. Performance Security

- a. The successful bidder shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee issued by a Nationalized Bank in favour of Tender Inviting Authority for an amount equal to 5% of the annual contract value (to be calculated based on annual case load of 2000 PET CT Scans) . The Bank guarantee shall be as per proforma at "**Appendix H**" and remain valid for a period, which is six months beyond the date of expiry of the contract. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.
- b. If the successful bidder violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Purchaser and the contract may also be cancelled.
- c. The Purchaser will release the Performance Security without any interest to the firm / contractor on successful completion of contractual obligations.

4. Compliance of Minimum Wages Act and other statutory requirements

The bidder shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The bidder shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the bidder for providing the services, biomedical waste management, bio-safety, occupational and environmental safety.

Legal liability to the extent of reporting of images for each reported case extends to the service provider. However overall legal responsibility of provision of medical care lies with the bid inviting authority / public health facility. The Service provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

5. Income Tax Deduction at Source

Income tax deduction at source shall be made at the prescribed rates from the successful bidder's bills. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

6. Payment

The payment to the service provider will be made on a monthly basis by e-payment within 30 days of submission of invoice raised for the previous month based on the total no. of PET CT scans conducted. The service provider will raise its invoice on completion of services during this period duly accompanied by evidences of services (including the updated data in the online dashboard). The Authority shall not pay the service provider any charges for **any repeat tests** resulting out of imaging errors.

7. Damages for Mishap/Injury

The procurer shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the service provider while performing duty in the PET CT scan centre. All liabilities, legal or monetary, arising in that eventuality shall be borne by the service provider.

8. Termination of Contract

The tender inviting authority may terminate the contract, if the successful bidder withdraws its tender after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfil any other contractual obligations. The performance security deposited by the defaulter shall also be forfeited.

After completion of the tenure of contract, the service provider will be allowed to vacate the space within a period of 15 days, in the site where service provider was providing the services.

9. Arbitration

- a. If dispute or difference of any kind shall arise between the authority 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 procurer 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 Director, AHRCC as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his / her office or is unable to act for any reason, he / she shall be replaced by another person appointed by the Director, AHRCC to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his / her predecessor.

- 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 authority 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 at Cuttack.

10. General Terms & Conditions

- a. The Service provider will be obliged to establish, manage and operate the project in accordance with the provisions of a Contract Agreement and terms and conditions therein. It could be cancelled at any time after providing an opportunity of hearing by the Authority, in case the service provider does not follow the rules, regulations and terms and condition of the contract.
- b. In case the authority is unable to provide the space inside the hospital, the authority shall provide space near the hospital for the establishment of PET CT scan facility. In any of these cases **refurbished CT scan machine** is **not** allowed.
- c. **New Installation & Commissioning:** The service provider shall commission the PET CT Scan facility within **120 days** of the signing of the contract by both parties provided the required space (room) with electricity termination console is handed over to the service provider.

- d. Penalty Clause:

For delay in Installation & Commissioning

For delay beyond the above stipulated period of 120 days, a penalty @ 0.1% of the performance security amount for each week of delay shall be deducted from the monthly billing amount.

- e. Software Up-gradation, Technology Up gradation and replacement of PET CT Tube: The machine shall be suitably upgraded by the Service Provider under following conditions:
 - 1) Review by a board appointed by the Authority upon assessing the need for a software up-gradation. Such reviews should not be made in less than one year but should be made midway of the contract and before renewal of the contract. If the Service Provider understands the requirement of the technology up-gradation for the best interest of the contract then the Service Provider can request for such technology up gradation from the Nodal Authority and execute the up-gradation of the technology at its cost and based upon mutual consent.
 - 2) Upon declaration of any national or international guideline accepted by the Government prohibiting the use of earlier (currently installed) technology
 - 3) After completion of 2 contracts period each not less than 5 years, the entire PET CT scan equipment shall be replaced.
 - 4) The PET CT tube to be replaced after the PET CT Tube has completed the required number of procedures as specified in the brochure of the PET CT Tube.
- f. **A single price for all types of PET CT Scan** has to be furnished in separate formats as per **appendix G (all types of 16 slice PET CT scan)**.
- g. The place where PET CT Scan facility shall be established is attached as **Appendix A**.
- h. All the pre-requisites such as civil, electrical, air-conditioning, computer, work station, UPS, Printers and DG Set or any other changes in the site for installation of machine will be executed by the service provider at its own cost, with due permission of the Authority. The authority will not be responsible

for any loss/ damage to the machine/property due to natural hazard and licensee will take adequate insurance cover at his own risk & liability for all damages arising out due to any unprecedented reasons. The service provider shall provide **round the clock security services** for the PET CT scan facility at its own cost for the entire period of contract. The contract and terms thereof shall be governed by indemnification clause.

- i. All expenses on account of man power, electricity bill of the PET CT centre (through separate meter / sub meter) and maintenance of the PET CT machine with Comprehensive maintenance contract (CMC) with the OEM, security or any other expenses incurred in the day to day running of the machine shall be borne by the service provider.
- j. The service provider shall provide a computer with connection to the server, software to view the diagnosed images and its requisite peripherals at the PET CT scan centre at its own cost.
- k. Image retention for MLC cases or otherwise would be the responsibility of the authority and the service provider shall handover the softcopy of the images to the authority as per agreement with the state. Legal responsibility of correct reporting of images lies with the service provider.
- l. **Quality Parameter of PET CT Scan Machine:** The PET CT scan machine (the Model to be used for PET CT scan Service) must be **CE / USFDA** approved product. The **PET CT scan machine provided must be AERB type approved** and it is the responsibility of the service provider to modify room layout of the installation site as per **AERB guidelines** and **get license from AERB to run this PET CT scan machine. The photocopy of the type approval, CE / USFDA certificate (for the model of the PET CT Scan which is to be provided) must be submitted by the bidder in the technical bid.** It is the responsibility of the service provider to employ Radiation safety officer (RSO) for the PET CT scan centre for their operation.
- m. Service Provider shall ensure best quality of tests and protocols and shall submit a half yearly report of clinical audit done by a third party or as nominated by the authority.
- n. The service provider would be allowed to use the PET CT scan machine for the patient **referred only by AHRCC/ Heads of Govt Health Institutions of Odisha**. In case it is referred by other Govt. health institutions other than AHRCC, then it has to be routed through the AHRCC committee.
- o. The service provider will have to maintain an **uptime of 95%** with maximum 7 days of downtime at a stretch. In case the service provider fails to do so, the provider shall pay a sum equivalent to cost per PET CT scan multiplied by total number of PET CT scans done per day during the given month, for each day of shutdown beyond 7 days. If shut down extends beyond 30 days due to technical and/or administrative reasons on the part of service provider, the contract may be cancelled. The service provider shall make alternative arrangements for provision of PET CT scan (including free transportation of patients) in case the machine is out of order/ broken down for period greater than 24 hours. The rates at which the Authority has engaged the service provider shall not change in any case.
- p. A **no-fee receipt** shall be provided by the service provider to **every patient**. A copy of all such receipts shall be submitted on a monthly basis by the service provider to the Authority. This will form the basis of monthly payment by the authority to the service provider for the said services. All receipts shall be subjected to a third party annual audit and the audit report submitted as part of annual work report of the service provider for that facility.
- q. The following records shall be maintained on a daily basis by the service provider:
 1. Daily patients register.
 2. Log book for record of any breakdown/shut down of the machine/facility.
- r. The service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the PET CT Scan facility. The service provider may however refer the test to another

centre in case of breakdown / shutdown ensuring all other conditions pertaining to services, reports, records, patient transport and safety of processes and procedures in the referred centre.

- s. The service provider shall take a third party insurance policy to cover the patients for any mishap during patient transport inside the PET CT scan facility and for consequences arising due to reporting error. Conforming to the provision of the consumer protection act shall be the sole and absolute responsibility/liability of the service provider.
- t. After closure of the contract agreement between the service provider and the authority, the service provider shall vacate the space occupied, if provided by the authority, within a period of 60 days.
- u. Electricity, water, medical gases and all other required amenities including waiting area for patient & patient attendant shall be the responsibility of the service provider.
- v. The Service Provider will have to equip their centre with lifesaving and monitoring equipment in compliance with Medical Imaging Standard No. CEA/MIS-028 which is as mentioned below:

Resuscitation equipment: Crash cart, medicine tray, Defibrillator, Ambu bag, face mask, provision for oxygen (Cylinder / Piped gas source), suction apparatus mandatory for emergency services and where contrast injection / interventional procedure are done. The service provider shall provide a resuscitation room with crash cart for providing lifesaving support if required by patients within the PET CT scan facility.

- w. The service provider shall arrange for appropriate and adequate signage and IEC (information-education-communication) activities for the PET CT scan machines as decided by the authority.
- x. The service provider shall abide by all the guidelines issued by the Authority and statutory bodies. In case of violation the contract could be terminated after providing an opportunity of hearing to the service provider, at one month's notice. Dispute resolution shall be as per arbitration clause as mentioned in Clause No. 9.
- y. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority and all Bids should be prepared and submitted in accordance with such terms on or before the date specified in Clause for submission of Bids.
- z. The service provider shall be responsible for storage of images and reports of all PET CT scan done by the service provider including image retrieval system as per the extant laws of MCI. Image retention for medico legal cases for a period of 10 years is the responsibility of the service provider.
- aa. The service provider shall provide the following:
 - i) hard copy of the report, soft copy of the image along with image (film) to the patient
 - ii) hard copy of report (in the form of paper) to the authority on a monthly basis. Soft copy of images to be submitted to the authority on a quarterly basis.

11. 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 High Court at Cuttack 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.

SECTION VII**APPENDIX A**

Sl.	Location of the proposed PET CT Scan Centre	Space to be provided by the Authority (Yes/No)
1	Acharya Harihar Regional Cancer Centre, Cuttack, Odisha	Yes

MANUFACTURER'S AUTHORISATION LETTER

(To be submitted by authorized agent from Manufacturer of CT scan Machine in technical bid envelop)

To

The Director,
Acharya Harihar Regional Cancer Centre,
Medical Road, Mangalabag, Cuttack-753007,
Odisha

Ref. Your TE document No.-----,

dated-----

Dear Sir / Madam,

We, ----- are the manufacturer of -----
[name of Equipment / services(s)] and hereby conform that;

1. Messrs ----- (name and address of the agent) is our authorized agent for -----
2. Messrs ----- (name and address of the agent) have fully trained and experienced service personnel to provide the said services.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs -----
[Name & Address of the Manufacturers]

Seal

Note:

1. This letter of authorization should be on the **letterhead** of the **manufacturing firm** and should be signed by a top executive of the manufacturing firm.
2. **Original letter** shall be attached to the tender.

ASSIGNMENT OF PET CT SCAN SERVICES SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

(To be submitted in Technical Bid Envelop)

Details of No. of PET CT Scan Services assignments Undertaken

Sl.	Assignment Contract No & date	*Name of the Organization	Description of work/services provided	No. of PET CT Scan carried out per Annum	Contract Price of assignment	Date of commencement	Date of completion/ Ongoing	** Was the assignment satisfactorily completed

Note: Attach extra sheet for above Performa if required.

*Attach Photocopies of the contract / work order of the assignments mentioned above

** Attach the users' certificates regarding satisfactory completion of assignments as mentioned above

Signature of Authorized

Signatory

Name & Designation:

Date:

Place:

Seal

PARTICULARS OF THE BIDDER

(To be submitted in Technical Bid Envelop)

1. Name :
2. Registered Address
3. Communication Address
4. Phone (Land Line / Mobile)
5. email id
6. Type of Organization : Partnership Firm / Company / Trust / Society
7. Pl. mention whether having own PET CT Scan diagnostic service centres :
8. Details of the PET CT Scan Diagnostic Service Centres :

Sl.	Name of the PET CT Scan Diagnostics Centre	Location Address	No. of PET CT Scan Machines available with Slice No. (16/64/128), Make & Model	No. of CT Scan Images carried out per Annum	Total no. of Service Personnel

(Additional Sheets to be attached in this format if space is not sufficient)

9. Number of Service Personnel:

Name	Qualification	Experience (Similar Service)
(Additional Sheets to be attached in this format)		

10. Whether the bidder has NABL/NABH/ISO or any other accreditation?
(If yes/ whether documents attached with techno commercial bid).

11. Registration Nos.

- Registration no. of the firm
- EPF
- ESI
- GST
- PAN No.

(pl. furnish the photocopies of the above certificates in the technical bid envelop)

12. Audited Accounts Statement for past three financial years
(Pl. furnish the audited accounts statement for the past three financial years. Provisional account statement shall not be considered)

13. Copy of Income Tax Return for past three financial years

14. Brief write-up about the firm / company
(use extra sheet if necessary or provide the detail information in a separate sheet)

Signature of Authorized Signatory

Name & Designation:

Date:

Seal

Place:

Implementation Plan for this Project (for 16 Slice PE CT)

(To be submitted in Technical Bid Envelop)

- A. Brief write-up about the firm / company & their **implementation strategy** for **this project**

Note : Pl. highlight regarding how the PET CT Scan centres at different locations (as mentioned Appendix-A) shall be established, timeline, and the operation modality etc.)

- B. Proposed Model of PET CT Scan Machine (16 Slice) for this project :

- C. Detail specification of the proposed Model of PET CT scan machine (16 Slice) for this project (Also attach the detail product catalogue of the proposed model of PET CT scan Machine) and **para-wise compliance statement** of the technical specification:

- D. Quality certifications of the proposed model of PET CT scan

Attach certificate of AERB of the proposed model (16 Slice PET CT)

Attach certificate of CE / USFDA of the proposed model (16 Slice PET CT)

(use extra sheet if necessary or provide the detail information in a separate sheet)

**Signature of Authorized Signatory
Name & Designation:**

Date:

Place:

Seal

Forwarding Letter for Technical Bid

(To be submitted in the letterhead of the bidder in the technical bid envelop)

Date:

To

**The Director
Acharya Harihar Regional Cancer Centre, Cuttack**

Sub. : **Tender for Services under Tender Reference No.** _____

We are submitting, herewith our tender for providing services for PET CT Scan

We are enclosing the Bank Draft/Bankers Cheque / BG No....., Dated.....

(amount.....) towards tender cost / fee and Bank Draft / Bankers Cheque / BG No.....

Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn on.....

Bank in favour of "Director, AHRCC" payable at Cuttack.

We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per Clause No. 3 of Section VI of Tender Enquiry document.

We agree to keep our offer valid for the period stipulated in your tender enquiry.

Enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.
- .
- .

Signature of Authorized Signatory

Name & Designation:

Date:

Seal

Place:

FINANCIAL BID

(To be submitted in the letterhead of the bidder in the **financial bid envelop**)

1. **Name of the Tenderer:**
2. **Prices Quoted (in Rs.) per PET CT Scan (all types of 16 slice PET CT) :**

Bidder should quote a **single price for all types of PET CT Scan.**

(In words.....)

The prices shall be firm and **inclusive of all taxes** and duties presently in force.

[Note: The prices to be quoted in Whole rupees only. No decimals are allowed]

The price (cost per PET CT Scan including contrast) to be quoted should include **all factors** like equipment (PET CT, Computer, Workstation, Printers, UPS), Human Resources [Specialist in Nuclear medicine, Radiographer, RSO, Staff Nurse, Support Staff (Registration & Cleaning services)], supportive infrastructure and furnishing of the PET CT centre including air conditioning, all consumables, provision of DG set of adequate capacity, earthing, operational and maintenance cost for the project, as mentioned in the scope of work and terms & condition mentioned in Section IV & VI respectively

3. Pl. mention the type of tax (if any) _____ & the % _____ (if any), which is included in the above price. In case, there is no tax component for this service, pl. mention 0% in the above specified space.

Signature of Authorized Signatory

Name & Designation:

Date:

Seal

Place:

BANK GUARANTEE FORM FOR BID SECURITY / EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

To

The Director,
Acharya Harihar Regional Cancer Centre,
Medical Road, Mangalabag, Cuttack-753007,
Odisha

Whereas (insert the name of the bidder) (hereinafter called the "Bidder") has submitted its proposal dated (insert date) for setting up & operate digital dispensary centres with telemedicine facility including video consultation, medication dispensing & pathology at different districts of Odisha (hereinafter called the "Proposal") against the RFP (Insert RFP reference number) issued by Mission Director, National Health Mission - Odisha (hereinafter called "Authority").

Know all persons by these presents that we (insert name of the bank) of (insert address of the bank) (Hereinafter called the "Bank") having our registered office at (insert regd. office address of bank) are bound unto <insert the name and address of the procuring authority> (hereinafter called the "Authority") in the sum of (insert guarantee amount) for which payment will and truly to be made to the said Authority, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

The conditions of this obligation are:

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

If the Bidder having been notified of the acceptance of his Bid by the Authority during the period of its validity: -

Fails or refuses to furnish the performance security for the due performance of the contract. or

Fails or refuses to accept/execute the contract. or

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

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

This guarantee will remain in force up to _____ and any demand in respect thereof should reach the Bank not later than the above date.

Our..... branch at.....* (Name & Address of the
.....* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part

thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

* the Branch of the bank should be at Bhubaneswar.

Signature of the Authorised Officer of the Bank

Name and Designation of the Officer

Seal, Name & Address of the Bank and the Branch

DECLARATION BY BIDDER

(To be submitted in *Technical Bid Envelop*)

(Affidavit before Executive Magistrate / Notary Public Rs.100/- stamp paper)

I / We agree that we shall keep our price valid for a period of one year from the date of approval. I / We will abide by all the terms & conditions set forth in the tender document No. /

I / We do hereby declare I / we have not been de-recognized / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions.

Signature of the bidder:

Date:

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.100/- stamp paper.

Specification – 16 Slice PET CT Scan Machine

**POSITRON EMISSION TOMOGRAPHY SCANNER WITH INTEGRATED
MULTIDETECTOR CT CANNER (PET-CT)**

A. General:

A latest Positron Emission tomography Scanner must have minimum 16 rows of detectors, acquiring 16 or more slices per rotation DICOM ready with true isotropic volume acquisition and sub millimeter resolution.

- a. Gantry should have integrated PET & CT hardware and should be a Single Gantry.
- b. The system should have the capability of acquiring PET and CT images and fusion capabilities of both PET & CT images without moving the patients.
- c. The system should operate on 220 (± 10) V A/C (Single phase) 50HZ and/or 440V (± 20) A/C {3 phase} 50HZ.

B. PET Scanner:

1. The scanner must have low power laser lines orthogonally mounted on the gantry for patient alignment.
2. The laser should be mounted in such a way that the patient can be positioned from either side of the gantry/patient bed.
3. A latest whole body Positron Emission Tomography system should employ non-hygroscopic, high light yield($\geq 80\%$ of NaI) and low decay time scintillator material like LYSO, LSO or equivalent for detecting 511 KeV gamma photons in coincidence. System should have Time-of-flight (TOF) technology
4. Number of crystals should be 20,000 or more and it should be 4 x 4 x 20 mm or better in size.
5. Number of PMTs should be 450 or more
6. System should have dynamic PET acquisition capability to acquire PET image independent of CT.
7. The system should have capability for data acquisition, processing, image reconstruction & analysis and fusion of PET with CT images.

8. The patient gantry aperture should be ≥ 70 cm and uniform for both PET and CT.
9. System should have auto scatter and random correction please specify the methodology:
10. System should utilize the Time-of-flight (TOF) algorithm during image reconstruction for better image quality at low radiation dose.
11. Axial FOV 15.0 cm or more.
12. PET performance specification as per NEMA 2012 or latest version.
 - a. System should have sensitivity of 5 cps/kBq or more
 - b. System should have minimum 5 mm Axial and Transverse spatial resolution (FWHM) at 1 cm away from the center of the field.
 - c. System energy resolution should be 12% or less at low activity concentration.
 - d. Scatter fraction of the system should be 34% or less at low activity concentration.

C. CT Scanner:

1. The system should be the fast slip-ring technology/contemporary technology allowing full rotation multi-slice scanning of 16 slice or more per rotation with true isotropic volume acquisition and high spatial resolution
2. X-Ray Generator:
Should be high frequency with power output of 50 KW or more to support sustained and continuous X-ray generation.
3. X-ray Tube & Detector:
 - a. High performance CT X-ray tube is essential for uninterrupted long spirals. Given detail of anode temperature monitoring system.
 - b. Tube voltage 80 - 130 kV and Tube current 300 mA or more
 - c. Anode heat storage capacity: 6 MHU or more
 - d. Minimum slice thickness 0.75 mm
 - e. Maximum spatial resolution : 17.5 lp/cm @ cut-off
 - f. Scan time for complete 360 degree should be 0.75 sec or less.

D. Patient Bed:

1. Precision bed with low attenuation carbon fibre pallet and minimum sag of the patient table top.
2. It should be able to bear 180 kg or more patient weight.
3. The horizontal motion of the patient bed must be electrically motorized and computer controlled with an independent operator control option as well. Operator

controls accessible from both sides of the patient must be provided for both horizontal and vertical movements.

4. A separate flat carbon fibre table top should be provided for radiotherapy treatment planning.
5. The horizontal travel of the bed should enable the full length scanning of a patient in one scan acquisition. Full body horizontal length should be 190 cm and vertical travel from 60 to 90 cm.
6. A Digital readout of the horizontal and vertical position of the bed must exist and must be located near the aperture controls for the bed to provide ease in positioning.
7. Pediatric support, headrest, armrests, knee-leg support are to be provided and low attenuation ergonomic head holder.

E. Data Acquisition and Processing:

1. Acquisition:

- a. System should have whole body, and dynamic mode of acquisition. System should be provided with ECG machine to acquire gated cardiac PET acquisition.
- b. System should be capable of acquiring respiratory gating with required software and hardware and should be capable to transfer the data to TPS for 4D respiratory gating RT planning.
- c. System should acquire whole body imaging data by moving bed from one position to other automatically.
- d. One Acquisition station independent of main processing unit having HD, OSEM and Time-of-flight reconstruction and any other reconstruction algorithms as standard features. The workstation should be of latest specifications at the time of shipment.

2. Processing Work Station:

- a. Processing workstation should be server- client bases with minimum 4 clients and one server.
- b. Server should support more than 40,000 number of slice for concurrent reading and it should have 5 TB storage or more.
- c. The processing client should be high performance CPU with multi tasking operating system having minimum of >8 GB RAM, 2 GHz processor speed, minimum 1GB graphic card, Optical Mouse, Key-board and high resolution flat panel dual view LCD monitor of minimum 19" size

with minimum resolution of 1280 x 1024. It should also have CD and DVD combo drive preferably with writer facility.

d. Communications - Ethernet with TCP/IP protocols and DICOM and above i.e., latest networking of all possible equipment in the facility with their peripherals.

e. Each client workstations should have following concurrent licenses of clinical applications.

- Software for data collection, CT based attenuation correction, reconstruction of image for co registration, Full 3-D prospective reconstruction with iterative scatter correction, advance 3-D Volume rendering with 3-D fusion, virtual endoscopy, Model based 3-D scatter correction, MIP, whole body acquisition.
- Should be possible to evaluate different scans of same patients done over a time to give overall assessment of malignancies progression in oncology (three time point comparison)
- Perfusion CT for brain and body applications, CT Angio, VRT, Max IP & Min IP, SSD, Image Fusion, Vessel segmentation, Virtual Endoscopy processing software should be offer as a standard
- Provision to make DICOM/ PDF/ JPEG /AVI /MPEG digital output.
- PET DICOM 3.0 or higher version must be implemented. It should have the ability to import MR/CT DICOM Data.

f. Following software should have minimum 2 concurrent users at client workstation

- PET Neuro quantification and FDG database comparison software (SISCOM or equivalent)
- Quote complete PET cardiac quantification i.e. Emory Cardiac toolbox or Cedar cardiac package or equivalent

F. ESSENTIAL ACCESSORIES:

1. UPS for the whole system including CT with minimum 15 min backup at full load should be provided.
2. Latest dual head pressure injector compatible with CT and 100 disposable CT syringes with tubing and connector.
3. High Resolution dry chemistry type DICOM laser film printer with online capability of 3 film sizes for x-ray films with minimum 500 packets of films of 14x17 inch size.

4. Supply of Germanium-68 pin source for a period of 5 years
5. High resolution color laser printer for color hardcopy on paper with 5 sets of all cartridges.
6. One dose calibrators (Capintec- CRC 25 PET or equivalent).
7. One shielded L-bench for F-18 handling.
8. Decay drum for PET radionuclide – 2 units
9. Four waste bins with minimum 12 mm lead for PET Radiopharmaceutical waste.
10. Set of total 104 units of Lead bricks with corners for F-18 handling.
11. One Dose drawing module (spring armed) for F-18 FDG.
12. Four Tungsten syringe holders of 2 sizes (Two 2 ml and Two 5 ml).
13. Five digital pocket dosimeters (Rad-60R by Rados Technology or equivalent).
14. One digital ion meter (Rotem).
15. One digital –mSv / hr range GM based survey-cum-contamination monitors (Rotem).
16. One decontamination kit.
17. Tungsten lined Carriers (160 mm) for carrying the radiopharmaceuticals
18. Dehumidifier: 2 nos.
19. Lead Glass Window: 100 x 150 cm separating the scanner and console which should be sufficient to shield 511kev radiation optimally

G. Others:

1. The complete system should have a guarantee including the radioactive reference source, crystals, detectors and x-ray tubes replacement for a period of two years after the satisfactory commissioning (functional delivery) and handing over of the equipment. Warranty will include all the accessories and third party items.
2. Rates for Comprehensive maintenance contract (CMC) for whole system including x- ray tube replacement as and when required and accessories for a period of FIVE years after the expiry of warranty period.

3. At least 95% uptime should be maintained during warranty as well as CMC period.
4. On-site Training to be imparted to staff identified by the institute for One month

Note: The PET CT scan to be provided should be new and refurbished machine is not allowed

CHECK LIST

(To be submitted in *Technical Bid Envelop*)

The documents have to be arranged serially as per the order mentioned in checklist for ease of scrutiny.

Sl. No	Item	Whether included Yes / No	Page No.
1	Format (Check List)		
2	Bid Document Cost of Rs.5,250/- as DD		
3	The Earnest Money Deposit(s) of Rs. 10 Lakhs as DD / Banker's Cheque / BG as per Appendix-H		
4	Appendix –E (Forwarding Letter for Technical Bid)		
5	Appendix –D (Particulars of the Bidder)		
6	Appendix E (Implementation strategy for this project (16 Slice PET CT)		
7	Appendix–C (Assignments of PET CT services successfully completed during the last three years)		
8	Copies of the Contract / Work Order in support of the information provided in Appendix – C		
9	Copies of the User certificate from the organization where similar work had been executed as mentioned in Appendix-C		
10	Appendix - H (Declaration Affidavit on Stamp Paper)		
11	Copies of the annual audited statement / Annual Report for 2012-13, 2013-14, 2014-15 or 2013-14, 2014-15 & 2015-16 (If audited) (Provisional statement of account shall not be considered)		
12	Copy of AERB Certificate of the PET CT Scan machine proposed model		
13	Copy of CE/USFDA certificate of the 16 Slice PET CT scan Machine of the proposed model		
14	Copy of IEC 60601 certificate (Electrical Safety standard for PET CT Scan)		
15	Copies of the Income Tax Return for past three financial years		
16	Copy of the Registration Certificate of the Firm		
17	Copy of the EPF Certificate		
18	Copy of the ESI Certificate		
19	Copy of the GST registration certificate		
21	Copy of PAN		

SECTION VII

Appendix-K

CONTRACT FORMAT

The Director,
Acharya Harihar Regional Cancer Centre,
Medical Road, Mangalabag, Cuttack-753007,
Odisha

Contract No. _____ Dated _____

This is in continuation to this office's Notification for Award of contract No Dated.

Name & address of the Service Provider:

Reference: (i) Tender Enquiry Document No Dated and subsequent Amendment No
....., dated (if any), issued by the Tender Inviting Authority

(ii) Service provider's Tender No..... Dated and subsequent communication(s) No
Dated (if any), exchanged between the Service Provider and the procurer in
connection with this tender.

THIS AGREEMENT made the Day of 2019 between (name of tender inviting authority)
(hereinafter called the Procurer) of one part and (Name of service provider) (Hereinafter called
the Service Provider) of the other part:

WHEREAS the Procurer is desirous that certain services should be provided by the Service Provider, viz, (brief
description of services) and the Procurer has accepted a tender submitted by the Service Provider for the
Services for the sum of (Contract price in words and figures) (Hereinafter called the Contract Price),

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. 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;
 - (ii) Location and Description of Services ;
 - (iii) Job Description;
 - (iv) Manufacturer's Authorization Form (if applicable to this tender);
 - (v) Procurer's Notification of Award.
2. In consideration of the payments to be made by the Procurer the Service Provider hereby covenants to provide the services for the specified equipments in conformity in all respects with the provisions of the Contract.
3. The Procurer hereby covenants to pay the Service Provider in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

4. The bank guarantee valid till _____ [(till the date), 2 months after expiry of entire Service Period] for an amount of Rs. _____ [(fill amount) equivalent to 5% of the cost of contract value] shall be furnished in the prescribed format given in the TE document within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.
5. Payment terms: The payment of services will be made against the bills raised to the Procurer by the Provider on a monthly basis after satisfactory completion of said period, duly certified by the designated official. The payment will be made in Indian Rupees.
6. Paying Authority : _____ (Name of the Procurer, i.e. Office, Authority)

(Signature, name and address of authorized official)

For and on behalf of _____

Received and accepted this contract

(Signature, name and address of the Service Provider's executive duly authorized to sign on behalf of the Service Provider)

For and on behalf of _____

(Name and address of the Service Provider)

(Seal of the provider)

Date:

Place :

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

_____ (Name & address of the Contract awarding authority)

WHEREAS.....(name and address of the agency) (here in after called "the service provider") has undertaking, in pursuance of contact no.....dated..... to(description of goods and services) (here in after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligation in accordance with the contract.

AND WHEREAS we have agreed to give the service provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you on behalf of the service provider, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show ground or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be Performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of 20.....

We the Branch.....undertake not to revoke the guarantee during its currency except with the previous consent of the _____ (Name of the contract award authority) in writing.

We the Branch..... further agree that a mere demand by _____ (Name of the contract award authority), is sufficient for us Branch at(name of the concerned district) to pay the amount covered by the Bank Guarantee without reference to the service provider and any protest by said service provider cannot be a valid ground for us Branch to decline payment to the _____ (Name of the contract award authority)

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Banks and address of the Branch