

Para no. of the Spec	Tender Clause	Representation	Committee Comments
Specifications	No Technical Specifications for CT & MR	There are no detailed specifications asked which inadvertently makes the tender favored to only one manufacturer creating a monopolistic situation and allowing low end, old models of both CT & MRI. We request you to include certain minimum specifications to bring all the manufacturers and bidders on same platform for successful bidding. Making the tender inclusive shall assure more number of bidders. Minimum specifications should be asked to ensure that low end, old platforms are not installed by the service provider. Such machines may become obsolete in coming 3-5 years and may not be relevant for full 10 years of the contract. Also, low end machines may not be able to deliver on high end tests, desired quality and image clarity. HLL should use their approved specifications for 1.5 T Mr & 64 Slice CT from their successful tenders	We are not procuring the machine, but the services. However to ensure proper services, an OEM declaration(on letterhead) stating on that it would support the equipment model quoted and would not discontinue the service of the equipment for the next 10 years
	CT scan Specifications for a state of the art latest machine which would be relevant for full tenure	To ensure mid end/high end machines, minimum Specifications should be as following: 1. Machine should be latest platform launched; CE/USFDA approved 2. 64 rows of detectors 3. Rotation time should be 0.42 or better 4. Tube should be 7 mhu or better 5. Additional Workstation from OEM supplier with following applications: a. Complete coronary analysis including coronary quantification b. Brain perfusion c. Body perfusion d. Lung nodule analysis	
	MRI specifications for a state of the art latest machine which is relevant for full tenure	To ensure mid end/high end fully digital MRI machines, minimum Specifications should be as following: 1. Machine should be latest platform launched; CE/USFDA approved 2. Minimum 16 RF channel or more 3. Gradient should be 33/120 or better 4. Having at least neurovascular coil, body coil, one extremity coil and spine coil	
Scope & Viability	Manage & maintain a 64 Slice CT Scan(whole body scan)	<ul style="list-style-type: none"> Request the Authority to only recommend 16 slice CT scan to make the project viable. anyway a 64 slices equipment is not useful and very expensive. for a cardiac scan , a 64 rows minimum 38 mm detector and a 7 MHU system is required. Need to specify a rotation time of at least 0.4 seconds or less, and a 38 mm detector , 7 MHU, 600 ma tube and KV range from 80-140 in 10 KV steps to do the cardiac scans in prescribed time lines. it should cover at least 100 mm/ sec with a pitch of 1 Further the proposed equipment should have at least 5 installations on PPP mode/ govt. medical colleges in last 3 years. 	No Change
	1.5 T MRI machine, OPD / IPD patients of Hospitals is stated at Appendix 1.	MRI scan is not viable at all these locations - there are no specialties/ super specialties to warrant a MRI scan. • The following basic specification is recommended a minimum requirements of a 1.5T MRI equipment - FDA/ CE, Gradient & slew rate of 33 mT/m/sec and 120 T/sec; FOV of at least 50*50*45 in X,Y,Z axes respectively and a homogeneity better than 2 ppm at 45 cm DSV in all directions. further the proposed equipment should have at least 5 installations on PPP mode/ govt. medical colleges in last 3 years	No Change
	The Service Provider shall establish a well-equipped 64 Slice (with 64 rows of detector) CT scan and 1.5 Tesla MRI Centre with all required facilities,	Need to specify a rotation time of at least 0.4 seconds or less, and a 38 mm detector , 7 MHU, 600 ma tube and KV range from 80-140 in 10 KV steps to do the cardiac scans in prescribed time lines. it should cover at least 100 mm/ sec with a pitch of 1. • further the proposed equipment should have at least 5 installations on PPP mode/ govt. medical colleges in last 3 years	No Change
	Setting up, Operating, Managing & Maintenance of Computerized Tomography - CT & MRI diagnostics facility at 7 New Government Medical Colleges at Datia, Khandwa, Ratlam, Vidisha, Shahdol, Shivpuri & Chindwara and an existing Government Medical College at Sagar.	We understand that all the 7 new medical colleges are connected to their respective district hospitals. At 5 of these 8 locations (Khandwa, Ratlam, Shahdol, Shivpuri & Chindwara), 8 slice CT scan machines are already being established at District hospitals under PPP which was awarded to a private player in the year 2017. How would two CT scan machines be viable at the same hospital? What will happen to existing CT scan machines? Kindly clarify.	Revised Requirement: CT 64 Slice 64 Rows: At Medical College Hospital Vidisha,Ratlam, Shahdol. Sagar, Indore, Jabalpur At District Hospital Datia 1.5 Tesla MRI Scan: At Medical College Hospital Vidisha,Ratlam, Shahdol & Sagar At District Hospital Datia, Khandwa,Shivpuri & Chindwara 3 Tesla MRI Scan: At Medical College Hospital Indore & Jabalpur
		Patients referred from Medical colleges can be done on CGHS rates. For project viability APL rates to be allowed for patients from outside Medical college.	No Change
		1.5T MRI is economically feasible at a few Medical colleges only. The phasic approach where 1.5T MRI can be allowed to installed after three years will help viability	No Change
		Change in the specification of the CT Scan from 64 Rows of the detector to 16 slices will make the project viable. In future (after five years) if cardiac work increases it can be replaced with 64 Rows of the detector.	No Change
	The Service Provider shall establish a well-equipped 64 Slice (with 64 rows of detector) CT scan and 1.5 Tesla MRI Centre with all required facilities, in the specified space and building to be provided by the Hospital.	We would request to amend the same as "The Service Provider shall establish a well-equipped 16Slice (with 16 rows of detector) CT scan and 1.5 Tesla MRI Centre with all required facilities, in the specified space and building to beprovided by the Hospital." We would request you to please consider the CT scanner specification looking into the viability of the project. Since all the radiology work can be performed without compromising the diagnostic quality on 16 Slices CT with 16 rows.	No Change

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Page 11 point no 3.7	The Service Providers Radiologist will prepare CT & MRI reports, in case of non availability of Teaching Staff of Radiology department of GMC.	We would request to Please allow tele-reporting as well keeping in mind the financial viability of the project. During normal working hours Radiologist will be provided by Bidder. Also after normal hours Tele-radiology should be allowed. The reporting of all Govt referred cases has to be done by Radiology deptt of the Hospital. Please allow Tele- Radiology to support emergency and odd hours Radiology support. Emergency cases will be given priority such as head Injuries Trauma etc.	The service provider should ensure the availability of atleast one radiologist at the facility with minimum qualification as defined below: <ul style="list-style-type: none"> ● M.D. in Radiodiagnosis from an MCI recognised Institute with 1 year as Senior Resident in a recognized Medical College. or ● DNB from an MCI recognised Institute with 2 years as Senior Resident in a recognized Medical College/ A Fixed Retainership Fee of Rs, 75,000 per month for only one Radiologist would be paid to the service provider, by the authority till the medical college recruits its own radiologist. The radiologist kept on retainership fees by the authority should have no objection for MCI counting purpose as a faculty member. Telereporting is not allowed.
Page no 14 point no 7.21	Radiologist should be available to attend cases round the clock. Service Provider should submit doctor / Employee duty roster to the hospital administration in advance.	Please amend the same as "The Service Provider has to provide 24 X 7 uninterrupted CT/MRI services by posting qualified required work force at the CT/MRI Unit during normal hours and on call basis from 8pm to morning 8am.	
Annexure 4, point 4a, Page 28	A Radiologist will be appointed by us exclusively for the proposed CT & MRI centre at the respective , GMC, and will ensure his availability to attend cases round the clock.	Round the clock availability of the Radiologist shall increase the cost of the operations. Neither they are required. CT & MRI are operated by the technicians.	The service provider should ensure the availability of atleast one radiologist at the facility, and at odd hours the radiologists should be available on On call basis. Telereporting is not allowed.
Page no 14 Point no 7.26	The Service Provider has to provide 24 X 7 uninterrupted CT/MRI services by posting qualified required work force at the CT/MRI Unit.	Please amend the same as "The Service Provider has to provide 24 X 7 uninterrupted CT/MRI services by posting qualified required work force at the CT/MRI Unit during normal hours and on call basis from 8pm to morning 8am	
EMD	Rs. 40,00,000	Is this EMD for each location or for all 8 locations? Kindly clarify. Bidders should be allowed to bid for any number of locations and EMD should be lowered to Rs. 5 Lakhs each location.	EMD is redefined schedule wise; EMD is 5 lakh for each location and it is mandatory to quote for all Locations in a single schedule. Schedule: 1- Sagar, Datia, Ratlam, Vidisha (EMD : 20 Lakhs) Schedule 2: Jabalpur, Chhindwara, Shahdol (EMD : 15 Lakhs) Schedule 3: Indore, Shivpuri, Khandwa (EMD : 15 Lakhs)
Page 11 Clause 3.8	Bidding Criterion would be Highest Annual premium. All bidders have to compulsorily bid for all GMCs. However first right to match the highest bid of Individual GMC would be given to the overall H1 bidder based on overall highest bid offered to all GMCs taken together. In case the overall H1 bidder does not wish to match the Highest bid for a particular GMC, the respective H1 bidder for that GMC would be awarded the contract. Contract would be individually awarded by respective GMC to the respective H1 Bidder, selected as above.	This seems to be a complex process and may lead to conflicts as post bid negotiations may not be transparent. Also all the locations will have different financial viability. Setting up CT & MRI at all 6 Medical colleges together makes it a 60 crores+ project. There would be very few good investors in India which would be capable of investing 60 Crores in one go. Bidders should be allowed to bid for any number of locations as per their eligibility and capability. Winner should be decided on H1 of respective locations. This shall not only assure good participation at all locations but also ensure early execution. Giving all the centers to same player delays the execution as you have seen in District hospital CT tender.	Bidding Criterion would be Highest Annual premium. All bidders have to compulsorily bid for all GMCs in a particular schedule. Bidders are free to bid for one or more schedules depending on fulfillment of other prequalification criteria. However first right to match the highest bid of Individual GMC in a schedule would be given to the overall H1 bidder in that particular schedule. In case the overall H1 bidder does not wish to match the Highest bid for a particular GMC (of that schedule), the respective H1 bidder for that GMC would be awarded the contract. Contract would be individually awarded by respective GMC to the respective H1 Bidder, selected as above. Schedules are defined below: Schedule: 1- Sagar, Datia, Ratlam, Vidisha Schedule 2: Jabalpur, Chhindwara, Shahdol Schedule 3: Indore, Shivpuri, Khandwa In case of non acceptance of Notification of Award at any/all of the GMCs by the service provider, all the EMDs submitted by the service provider would be forfeited and all the LoAs issued to the service provider would be cancelled. Further, the service provider would be black listed for a period of 10 years.
	Bidding Criterion would be Highest Annual premium. All bidders have to compulsorily bid for all GMCs. However first right to match the highest bid of Individual GMC would be given to the overall H1 bidder based on overall highest bid offered to all GMCs taken together. In case the overall H1 bidder does not wish to match the Highest bid for a particular GMC, the respective H1 bidder for that GMC would be awarded the contract. Contract would be individually awarded by respective GMC to the respective H1 Bidder, selected as above	Please amend as " Bidding Criterion would be Highest Annual premium. All bidders have to compulsorily bid for minimum of least 3 sites. However first right to match the highest bid of Individual GMC would be given to the overall H1 bidder based on overall highest bid offered to all GMCs taken together. In case the overall H1 bidder does not wish to match the Highest bid for a particular GMC, the respective H1 bidder for that GMC would be awarded the contract. Contract would be individually awarded by respective GMC to the respective H1 Bidder, selected as above..	

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		As defined in the tender document that the service provider will have to bid for all 8 Medical Colleges. In my opinion, the allotment pattern is to be defined further. For example, maybe between H1 and H2 bidder so that the service provider will get help in averaging out for the viability. Also, if the bidder is not H1 or H2, he has the chance to refuse. This is for the case if he is highest in the bidding of any one of the eight medical colleges which has the lower patient load.	
Page no 11 point 4.1.	The Service Provider should be the owner of a diagnostic centre with minimum 16 Slice CT Scan and 1.5 Tesla MRI and have Experience of providing 5,000 CT / MRI Scans (both inclusive) in last 3 years.	We would request you to allow please SPV (partnership or Special Purpose Vehicle) of investor and clinical partner. This would allow more bidding participation in the tender.	Joint Venture or Consortium Allowed. Please refer to the clause in Amendment.
Page 11 Clause 4.2	Financial Status and credibility: The bidder's Hospital/company / Group Radiology centre should have minimum annual turnover of Rupees 2 crores in each of the last three financial years (2015-16, 2016-17, 2017-18).	2 Crores eligibility is too low for a bidder to establish an 80 crores project. Eligibility criteria should be as per the number of locations a bidder is bidding.	No Change
	Financial Status and credibility: The bidder's Hospital/company / Group Radiology centre should have minimum annual turnover of Rupees 2 crores in each of the last three financial years (2015-16, 2016-17, 2017-18).	The project is extremely big, this should be increased to at least 5 crores/year for 3 consecutive years.	
Page 23 Clause 21	Technology Up gradation a) Review by a Board appointed by Authority upon assessing the need for a technology up gradation. Such reviews should not be made in less than one year.	No hardware upgrade is possible during the tenure. Only software upgrades whenever available shall be done. Please define a technology in advance so that that it is relevant for a period of 10 years. Provide minimum technical specifications for the same to avoid installation of old and low end models which may get obsolete in coming years.	Reframed as below: Review by a Board appointed by Authority for assessing the need for a technology up gradation. Such reviews would be restricted to Software upgrades and should not be made in less than Two(02) years. However, hardware upgradation reviews would be made after the contractual period, i.e, 10 years and the contract renewal/ Extension would be done only after such review.(Also applicable to clause 5.1)
	Review by a Board appointed by Authority upon assessing the need for a technology up gradation. Such reviews should not be made in less than one year.	The technology cannot be changed every year. request the authority to specify a good quality system up-front rather than to keep complaining later through the tenure.	
Page no 12 point no 7.2	All arrangements, which are not in the scope of the Hospital as mentioned in the clause No. 8 below, but required to be made by the Service Provider for smooth functioning of the CT/MRI Unit has to be provided, procured & controlled by the Service Provider. Any modification /alteration/addition in the already constructed building of the Hospital has to be done at his own cost by the service provider after obtaining prior written permission of the authorized officer of the hospital.	All arrangements, which are not in the scope of the Hospital as mentioned in the clause No. 8 below, but required to be made by the Service Provider for smooth functioning of the CT/MRI Unit has to be provided, procured & controlled by the Service Provider. Any modification /alteration/addition in the already constructed building of the Hospital has to be done at his own cost by the service provider after obtaining prior written permission of the authorized officer of the hospital. The whole process would be facilitated by Hospital Authorities including PWD clearance and other bodies as and where applicable; Since the site and ownership belongs to the Hospital, it would be appropriate structural modifications to be countersigned by requisite authorities.	Hospital Authorities would support and facilitate any clearances that may be required, However, any financial involvement has to be borne by the service provider
Page no 13 point no 7.15	Structural modification will be permitted but can be done only with prior approval of MS and at cost of Service Provider.	Any modification /alteration/addition in the already constructed building of the Hospital has to be done at his own cost by the service provider after obtaining prior written permission of the authorized officer of the hospital. The whole process would be facilitated by Hospital Authorities including PWD clearance and other bodies as and where applicable	Hospital Authorities would support and facilitate any clearances that may be required, However, any financial involvement has to be borne by the service provider
Clause 2, Page 10	GMC will provide constructed building on as-is and where-is basis in their Hospital premises, where the Service Provider will construct/ renovate	Kindly provide space and Power details of all the facilities where the CT & MRI needs to be installed - also provide space at ground floor only.	Bidders are advised to visit the sites before bidding. Space details already provided in the tender.
Page no 14 point no 7.24	The Patients referred from the Hospital has to be given due priority over an outside Private Patient. Maximum permissible time for service delivery to Hospital Patients shall be 2 hours for CT Scans and 24 hours for MRI Scans from the time of registration. All emergency cases such as Head Injuries Trauma etc need to be dealt with in 1 hour. Hospital referred patients will be registered immediately without any delay.	Please amend as "The Patients referred from the Hospital has to be given due priority over an outside Private Patient during normal scanning. All emergency cases such as head Injuries Trauma etc need to be dealt within 1 hour. Hospital referred patients will be registered as per first cum first serve basis. The reporting of all Govt referred cases has to be done by Radiology dept of the Hospital. Please allow Tele- Radiology to support emergency and odd hours Radiology support. The patients will be given registration and token number on first cum first basis. This would eliminate any kind of chaos and mismanagement. Emergency cases will be given priority such as head Injuries Trauma etc. It is very difficult to define time limit for patients during peak hours of operation when OPD is under way. Therefore fixing time limit especially in MRI exam is not possible.	Tele reporting is not allowed. However, time limits has been modified as below: Scanning Time limits (from registration to scan): CT Scan (from 8am -5pm) - 6 hours CT scan (5pm -8am) - 2 hours MRI Scan - no change in time limits & would be 24 hours) Reporting Time Limits: No Change
Clause 7.24, Pg. 14	The Patients referred from the Hospital has to be given due priority over an outside Private Patient. Maximum permissible time for service delivery to Hospital Patients shall be 2 hours for CT Scans and 24 hours for MRI Scans from the time of registration. All emergency cases such as Head Injuries Trauma etc need to be dealt with in 1 hour. Hospital referred patients will be registered immediately without any delay.	<ul style="list-style-type: none"> • routine should be 12 hours for CT scan and 24 hours for MRI scans. • Emergency should be 1 hour preliminary report for CT scans after patient scan and within 3 hours preliminary report for MRI post scanning of patients 	
Page no 15 point no 7.33	The service provider shall submit the hard(CT/MRI Film) and soft copies of the report and images to the hospital and to the Hospital referred patients within the stipulated time mentioned below.	Please amend the clause as "The service provider shall submit the hard(CT/MRI Film) and soft copies of the report and images to the hospital and to the Hospital referred patient. Emergency cases should be reported (provisionally) within 2 hrs. All routine scan within 8am to 2pm within same day and after 2Pm should be reported before 1PM of next day. The reporting of all Govt referred cases has to be done by Radiology dept of the Hospital. Please allow Tele- Radiology to support emergency and odd hours Radiology support.	

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Page no 21 point no 18.2	Service penalty A) Penalty for delays in Service Delivery(both scanning and delivery of Reports) beyond time limits as stipulated in clause 7.24 & 7.33 above, penalties shall be imposed as below.....	Please amend the clause as "The service provider shall submit the hard(CT/MRI Film) and soft copies of the report and images to the hospital and to the Hospital referred patient. Emergency cases should be reported (provisionally) within 2 hrs. All routine scan within 8am to 2pm within same day and after 2Pm should be reported before 1PM of next day. The reporting of all Govt referred cases has to be done by Radiology deptt of the Hospital.Please allow Tele- Radiology to support emergency and odd hours Radiology support.	Time span for Penalty Calculation would be calculated from Time of registration to Time of Scan only.
Clause 18.2 A, Pg. 21	Penalty for delays in Service Delivery(both scanning and delivery of Reports) beyond time limits as stipulated in clause 7.24 & 7.33 above, penalties shall be imposed as below	Please delete this clause as this makes it unviable.	
Page no 14 point no 7.28	All drugs and dressings if required should be provided at the CT/MRI centre by the Service Provider and Patients referred from the Hospital will not be asked to purchase any item.	Please define this clause. As per Jabalpur CGHS rate list the contrast is exclusive of the charges and charged extra over and above.	CGHS Bhopal ratelist would prevail. Copy attached. Only the drugs and dressings required for conducting the CT & MRI scans would be in the scope of service provider
	All drugs and dressings if required should be provided at the CT/MRI centre by the Service Provider and Patients referred from the Hospital will not be asked to purchase any item.	Only the drugs and dressings required for conducting the CT & MRI scans should be asked from service provider. all other testament drugs/ dressings and all prescription drugs should be managed by patients themselves	
Page no 15 point no 7.29	The responsibility of managing complications arising out of and during the imaging of patients at the CT/MRI centre lies exclusively with the Service Provider. The CT/MRI centre should have prior arrangements to shift such patients to other speciality centres for management of complications. The cost of management of such complications shall be borne by the Service Provider without any liability, responsibility of the Hospital.	Please delete this clause. This point is not feasible as complications can arise in contrast cases because of compromised kidneys of the patients etc. The Hospital should provide back-up in case of emergency complications. The cost of any treatment cannot be taken by the bidder.	No Change
Page no 16 point no 18.1	Delay in Installation :The successful bidder is required to install brand new CT machine as mentioned above within 3 months of signing of the agreement and brand new MRI machine within 5 months of signing of the agreement. Any delay beyond stipulated 5 months would attract a penalty of Rs.50,000 (Fifty Thousand only) per week. The delayed installation penalty would be allowed to accrue to a maximum of 5 lakhs (10 weeks).If the satisfactory installation is not done in the allotted and penalty time, i.e., the total of 5 months from the date of signing of agreement, the Authority is free to forfeit the performance guarantee and terminate the contract agreement (partial or full) and blacklist the service provider for 2 years for providing any service to the Hospital. In case of partial termination of the contract, proportionate performance security shall be forfeited.	Please Amend the same as „Delay in Installation: The successful bidder is required to install brand new CT machine as mentioned above within 3 months of signing of the agreement or handing over of site with availability of power and water at site (whichever is later) and brand new MRI machine within 5 months of signing of the agreement. Any delay beyond stipulated 5 months would attract a penalty of Rs. 50,000 (Fifty Thousand only) per week. The delayed installation penalty would be allowed to accrue to a maximum of 5 lakhs (10 weeks).If the satisfactory installation is not done in the allotted and penalty time, i.e., the total of 5 months from the date of signing of agreement, the Authority is free to forfeit the performance guarantee and terminate the contract agreement (partial or full) and blacklist the service provider for 2 years for providing any service to the Hospital. In case of partial termination of the contract, proportionate performance security shall be forfeited.	Accepted.
Page no Point no 19	Performance Guarantee of Rs. One Crore (for each Medical College, wherein the bidder is awarded Letter of Award) in the form of Bank Guarantee from Scheduled Bank valid upto 3 month beyond the end date of the contract including extended period , if so allowed ,have to be submitted to the Medical Superintendent or Dean of the respective GMC/Hospital.	We would request you to please amend it to as „Performance Guarantee of Rs. 15 lacs only (for each Medical College, wherein the bidder is awarded Letter of Award) in the form of Bank Guarantee from Scheduled Bank valid upto 3 month beyond the end date of the contract including extended period , if so allowed ,have to be submitted to the Medical Superintendent or Dean of the respective GMC/Hospital. Since the investment is high and asking for one crore would be equal to buying a 16 slices cT scanner (low end). This would help in project viability as well.	Performance bank guarantee have been revised to Rs. 25 Lakhs per college. However, Rs.10 Lakhs will be released after 3 months of installation and successful running of the facility.
		Revise performance guarantee amount; the proposed value is too high	
	Performance Guarantee of Rs. One Crore (for each Medical College, wherein the bidder is awarded Letter of Award) in the form of Bank Guarantee from Scheduled Bank valid upto 3 month beyond the end date of the contract including extended period , if so allowed ,have to be submitted to the Medical Superintendent or Dean of the respective GMC/Hospital.	This is too high- should be maximum of 5% of the Capex - Kindly reduce it to INR 30 lakhs/ MC	
Clause 3.6, Pg. No.11	Teaching Staff of Radiology department of GMC (if available) will prepare report of CT & MRI of patients referred from the GMC & allied hospital only.	The responsibility of defects/deficiencies in reports, turn around time as well as MLC to be of the govt. radiologists	The responsibility of defects/deficiencies in reports & turn around time would be of the reporting radiologist.
Clause 7.11, Pg. 13	Equipment must be of Latest Technology launched in India by the manufacturer (as certified by the manufacturer). The Service Provider shall provide the requisite details of the equipment purchased and installed at the CT/MRI Centre to the MS of the Hospital before installation	<ul style="list-style-type: none"> • Equipment should be the latest and must be launched within last 5 years at RSNA or ECR or equivalent platform. • Further, the OEM should mention on the letterhead that it would support the equipment model quoted and would not discontinue the service of the equipment for the next 10 years 	OEM should mention on the letterhead that it would support the equipment model quoted and would not discontinue the service of the equipment for the next 10 years

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Clause 7.29, Pg. 15	The CT/MRI centre should have prior arrangements to shift such patients to other speciality centres for management of complications. The cost of management of such complications shall be borne by the Service Provider without any liability, responsibility of the Hospital	Why should patient be shifted to other speciality hospitals - if the PPP is in the medical colleges - this looks like hospital is trying to shift its responsibilities of treatment on for service provider	The CT/MRI centre should have prior arrangements to shift such patients to the appropriate speciality centres (other super speciality, if facility is not available in GMC) for management of complications. The cost of management of such complications shall be borne by the Service Provider without any liability, responsibility of the Hospital
Clause 7.30, Pg. 15	Medico legal liability arising out of and during the course of treatment at the CT/MRI centre shall be the sole responsibility of the Service Provider.	MLC should continue to be the responsibility of the govt. MC	No Change
Clause 7.36, Pg. 15	The Service Provider in the presence of his authorized person has to permit at the CT/MRI centre, the Under Graduate and Post Graduate medical students of the GMC, Bhopal and allied hospital for training purposes without any condition and cost. For Medical education this centre will be considered as an integral part of the Hospital.	The times for engagement and education & Training of the the students and faculty should be done in the pre-defined time slots and not more than 3 to 4 hours a day.	No Change
Clause 18.2 B, Pg. 21	In case of non-working of machines due to breakdown/Preventive maintenance/Up-gradation, the service provider will have to get them functional within 72 hours. In case, the breakdown is not rectified in 3 days then after that Rs 10000.00 (Rs. Ten Thousand only) per day will be charged, as penalty charges	It is a very onerous charge. nobody wants to keep the equipment in downtime as the EMI and salaries are to be paid by the service provider nonetheless.	In case of non-working of machines due to breakdown/Preventive maintenance/Up-gradation, the service provider will have to get them functional within 120 hours. In case, the breakdown is not rectified in 5 days then after that Rs 10000.00 (Rs. Ten Thousand only) per day will be charged, as penalty charges
Clause 18.2 B, Pg. 21	However, if the service provider is arranging CT/MRI scan from other facility (with same specification) in the city in given time (at its own cost including transportation) then this penalty shall not be imposed, however the maximum permissible downtime of 45 days in a year and 7 days in a month shall be applicable for rescinding the agreement.	No Practical utility of the clause - as most of these locations do not have have the facility.	No Change
Page 12 point no 7.1	The Service Provider has to establish equip, operate and manage i/c maintenance model a 64 Slice with 64 rows of detector CT Scan and 1.5 Tesla MRI Centre in the Hospital, with all the required equipment, men and material. The Hospital will provide a designated space of around 2700 sqft in the already constructed hospital building along with any installed fixtures, fittings, on as is where is basis. The Service Provider can inspect the availability of space and requirement of civil works etc. before submitting the tender with prior appointment with the Medical Superintendent, of the Hospital on any working day	We would request you to give us time to visit the site to see the viability from MRI perspective. The cost of the sit would be calculated basis and would effect the project viability calculations.	All GMCs will facilitate visit on all working days during working hours
Page no 12 point no 7.5	Electricity and water connection will have to be procured by Service provider & has to pay the expenditure incurred on electricity and water in the MRI /CT centre to the concerned authority on regular basis and should maintain records of invoices and payment receipts and must produce to Dean, GMC, Bhopal as and when required.	Please Amend it as „Electricity and water connection will be provide till the site by Hospital authorities and meter will be installed by the bidder with the help of Hospital Authorities.“	Agreed.
Page no 13 point no 7.12	The CT scan and MRI machine provided must be AERB, US FDA / European CE approved (of any reputed brand like Philips / Siemens / GE / Toshiba etc) 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 CT scan and MRI machines at the hospital premises and to fulfil radiation safety requirements and PCPNDT etc. It is the responsibility of the service provider to employ Radiation Safety Officer (RSO) for CT scan and MRI machine under their operation.	PCPNDT would be taken by the bidder for CT and MRI. However the AERB approval would be taken by bidder for CT only, along with the help of Hospital authorities as site/ location belongs to Govt. Hospital in terms of documentation.	Agreed.
Page 13 point 7.13	The regulatory compliance for the centre from all the required authorities, local or national will be the responsibility of the service provider. The Hospital officials or the Government have norole to play in this.	PCPNDT would be taken by the bidder for CT and MRI. However, the AERB approval would be taken by bidder for CT only, along with the help of Hospital authorities as site/ location belongs to Govt. Hospital in terms of documentation. Fire and other local regulatory have to abide by hospital only.	PCPNDT would be taken by the bidder for CT and MRI. However, the AERB approval would be taken by bidder for CT only, along with the help of Hospital authorities as site/ location belongs to Govt. Hospital in terms of documentation.