

**Request for Empanelment(RFE) Document**

**Empanelment of Diagnostic Centres  
for  
Providing X-Ray facilities in the State of Punjab**

January 2024

**Issued by:**           **Civil Surgeon,  
District \_\_\_\_\_  
Punjab**

**For and on behalf of:**   **Department of Health & Family Welfare  
Government of Punjab**

## **DISCLAIMER**

The information contained in this Request for Empanelment (RFE) document or subsequently provided to the Proposers, in documentary form by Civil Surgeon \_\_\_\_\_ on behalf of Department of Health & Family Welfare, Government of Punjab [hereinafter referred to as “Authority”] or any of its employees, is provided to the Proposers on the terms and conditions set out in this RFE document and any other terms and conditions subject to which such information is provided.

This RFE document is not an offer or invitation to any other party. The purpose of this RFE document is to provide the Proposers with information to assist in the formulation of their Proposal submission. This RFE document does not purport to contain all the information each Proposer may require. This RFE document may not be appropriate for all persons and it is not possible for Authority and its employees to consider the objectives, financial situation and particular needs of each Proposer. The Authority and its employees make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage etc. which may arise from or be incurred or suffered in connection with anything contained in this RFE document or otherwise. This also includes the accuracy, adequacy, correctness, completeness or reliability of the RFE document and any assessment, assumption, statement or information contained therein or any matter deemed to form part of this RFE document, the award of the empanelment and any other information supplied for the empanelment process. The Authority may at its absolute discretion, but without being under any obligation to do so, amend or supplement the information in this RFE document. The information that Authority is in a position to furnish is limited to this RFE document and the information available at the contact addresses given in Project Data Sheet.

This RFE document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with the involvement in the empanelment process in accordance with this RFE document, the information contained in the RFE document shall not be divulged to any other party.

Mere submission of a responsive Proposal does not ensure selection of the Proposer(s) as Successful Proposer(s). Authority reserves the right to reject all or any of the Proposers or Proposals without assigning any reason whatsoever. The Authority on behalf of Department of Health & Family Welfare, Government of Punjab reserves all the rights to cancel, terminate, change or modify this selection

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process and/or requirements of bidding stated in the RFE document, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

## **1. Invitation for Proposals**

### **1.1 Introduction**

1.1.1 Civil Surgeon.....[hereinafter referred to as “Authority”] for and on behalf of Department of Health and Family Welfare, Government of Punjab (GoP) intends to empanel Diagnostic Centres for providing X-ray facilities at CGHS Chandigarh rates which are applicable in Punjab and amended from time to time to the patients referred by Government Hospitals located in \_\_\_\_\_District in the State of Punjab. Authority reserves the right to decide upon the number of Diagnostic Centres to be empanelled.

1.1.2 This Request for Empanelment (RFE) is for the Empanelment of Diagnostic Centres for providing X-ray to all the District Hospitals (DHs), Sub-Divisional Hospitals (SDHs) and Community Health Centres (CHCs).

1.1.3 A “Single Stage” empanelment process is being followed for determining the Successful Proposer(s), wherein the Proposer(s) would submit their Proposals on or before the Proposal Due Date as mentioned in this RFE document.

1.1.4 This RFE document contains information about the process of empanelment, proposal submission, qualification, evaluation process, etc.

1.1.5 The complete Proposals should be submitted on or before the Proposal Due Date as specified in the RFE document. The Authority shall not be responsible for any delay in receiving the Proposal and reserves the right to reject any or all the Proposals without assigning any reason thereof.

#### **1.1.6 Definitions:**

- a) “**Authority**” means Civil Surgeon of the concerned District.
- b) “**Appellate Authority**” means the Director Health Services, Punjab.
- c) “**CGHS Chandigarh Region Rates**” means CGHS Chandigarh Region rates notified by Govt. of India which are applicable in Punjab and further as revised from time to time.
- d) “**Empanelled Diagnostic Centre**” means the Centre which is empanelled against this RFE Document.
- e) “**Government**” means the Department of Health & Family Welfare, Govt. of Punjab.
- f) “**Proposal**” means the Proposal Document submitted for empanelment against this RFE Document.

- g) **“Proposer”** means the entity applying for empanelment against the RFE Document.

## **2. BACKGROUND**

### **2.1 Introduction and Objective**

The Department of Health & Family Welfare, Government of Punjab intends to augment and improve the Health & Medical Facilities to the General Public at the Government Hospitals in the State of Punjab. In order to ensure better medical facilities, it has been decided to create panel of **“Diagnostic Centres for providing X-ray facilities at CGHS Chandigarh rates as applicable in Punjab as amended from time to time”** from the Open Market. The X-Ray facilities are already available at a wide scale in Government Hospitals and further more equipments are under the process of commissioning, however the empanelment is being done with an objective to meet with any gaps in services including but not limited to any eventualities/exigencies such as sudden breakdown of the Machine, emergencies, non-availability of equipment or staff for a specific period, etc.

### **2.2 Request for Empanelment (RFE)**

The Authority invites **“Proposals”** for selection of **“Diagnostic Centres”** (the **“project”**) to be empanelled for providing the X-ray, facilities at CGHS Chandigarh rates as applicable in Punjab to the Government Hospitals located within the \_\_\_\_\_ District in the State of Punjab over a period of time. The Authority intends to select the Diagnostic Centres in accordance with the procedure set out herein. The RFE document can be collected from the o/o the concerned Civil Surgeon District \_\_\_\_\_ or can be downloaded from the website [phsc.punjab.gov.in](http://phsc.punjab.gov.in)

### **2.3 Validity of the Proposal**

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date, or any extensions thereof as specified by the Authority from time to time.

### **2.4 Brief description of the Selection Process**

The Authority has adopted a Single stage selection process in evaluating the Proposals. The empanelment of the Proposers shall be done on the basis of criteria as laid down in this RFE document and the Centres shall be empanelled District wise by the concerned Civil Surgeons. The Authority reserves the right to empanel multiple numbers of Centres on as and when required basis.

## **2.5 Scope of Work**

Pursuant to empanelment, the services of these Diagnostic Centres shall be availed by the various DHs, SDHs and CHCs in the State of Punjab in accordance with the project specific Scope of Work as detailed below: -

- a) The empanelled Centre will conduct the X-Ray on the basis of a reference made by the authorised Govt. Hospitals.
- b) A list of these Hospitals will be provided to the Empanelled Centre.
- c) Only the X-Rays as mentioned in Annexure-A of this Document will be referred by the Govt. Hospitals and are to be conducted by Empanelled Centre.
- d) The rates will be paid as per CGHS Chandigarh Region Rates which are also applicable in Punjab and as revised from time to time.
- e) The Diagnostic Centre shall be operational on all working days from 9:00 AM to 5:00 PM. For Holidays and post 5 PM, the staff should be available on call to meet with the emergencies.
- f) In case the Diagnostic Centre remains closed for whatsoever reason, a prior intimation in this regard shall be given by the Centre to the Authority.
- g) The Diagnostic Centre will be required to install equipment such as QR Scanners etc. for ease of operations.
- h) No Medico Legal cases will be referred to the Diagnostic Centre by the Govt. Hospitals.
- i) In case of Emergency, the X-ray films are to be provided in 2 hours and for all cases the report is to be provided by the Centre to the patient on the same day.
- j) The level of service, including but not limited to as specified in this RFE document, would be maintained, during the empanelment period, by the successful Proposer(s).
- k) The X-ray Centre will be empanelled for the District in which it is situated and cases of that specific district will be referred to it.

## **2.6 Communications**

The Proposal and any clarifications should be addressed to the Civil Surgeon\_\_\_\_\_ District. The relevant information and documents related to the empanelment process may be collected from the o/o Concerned Civil surgeon and all communication in this regard is to be done with the same office.

### **3. Evaluation and Empanelment**

#### **3.1 Empanelment/ Evaluation Criteria**

The Proposers for this empanelment shall require to fulfil the following eligibility criteria, in order to be empanelled with Department of Health & Family Welfare, Punjab:

##### **Minimum Eligibility:**

- The X-ray Centre must be registered under appropriate Authority i.e. AERB etc. and is in existence for at least six months before the date of issuance of this RFE document.
- The Diagnostic Centre should have qualified Radiologist, Paramedical/Nursing and Technical staff as per norms.
- The Diagnostic Centre should have a Digital X-ray Machine.
- The Diagnostic Centre should have separate room for X-Ray machine, and automatic film processor.

#### **3.2 Number of Proposals**

A Centre is eligible to submit only one Proposal. Multiple proposals, if any, will be rejected summarily.

#### **3.3 Cost of Proposal**

The Proposer shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

#### **3.4 Acknowledgement by Proposer**

It shall be deemed that by submitting the Proposal, the Proposer has:

- (a) made a complete and careful examination of the RFE document;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFE document or furnished by or on behalf of the Authority or relating to any of the matters referred above;
- (d) satisfied itself about all matters, things and information, including matters referred herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) agreed to be bound by the undertaking (Appendix-2) provided by it under and in terms hereof.

The Authority shall not be liable for any omission, mistake or error on the part of the Proposer in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFE document or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

### **3.5 Right to reject any or all Proposals**

Notwithstanding anything contained in this RFE document, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. Further, the Authority reserves the right to increase the number of Centres to be empanelled.

#### **3.6.1 The Authority reserves the right to reject any Proposal if:**

- (a) At any time, a material misrepresentation made by the Proposer is uncovered or comes to the knowledge of the Authority or
- (b) The Proposer does not provide, within the time specified by the Authority, the supplementary information sought by the Authority for evaluation of the Proposal.

**3.6.2** Such misrepresentation/improper response may lead to the disqualification of the Proposer. If such disqualification/rejection occurs after the Proposals have been opened then the Authority reserves the right to take any other measure as may be deemed fit in the sole discretion of the Authority, including blacklisting of such Proposer for a period of 2 (two) years.

### **3.7 Amendment in the RFE document**

**3.7.1** At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, at its own initiative, modify the RFE document by the issuance of Addendum/Amendment.

**3.7.2** All such addendums/amendments will be posted on the website [phsc.punjab.gov.in](http://phsc.punjab.gov.in) along with the revised RFE document containing the amendments and will be binding on all Centres.

**3.7.3** In order to afford the Centres a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

### **3.8 Language**

The Proposal and all related correspondence and documents shall be written in English language.

### **3.9 Format and signing of Proposal**

**3.9.1** The interested Proposer(s) shall provide all the information sought under this RFE document. The Authority would evaluate only those Proposals that are received in the specified forms and are complete in all respects.



- 3.9.2 The interested Proposer(s) shall prepare one original set of the Proposal (together with Documents required to be submitted along therewith pursuant to this RFE) and clearly marked “ORIGINAL”.
- 3.9.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Proposer who shall initial each page, in blue/black ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals along with RFE document should be properly stamped and signed by a duly authorised person.
- 3.9.4 Proposers should note the Proposal Due Date, as specified in Proposal Data Sheet, for submission of Proposals. Proposers are reminded that no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in Proposal Data Sheet.

### **3.10 Technical Proposal**

- 3.10.1 Proposers shall submit the technical proposal in accordance with Appendix - 2 of this RFE document.
- 3.10.2 Failure to comply with the requirements spelt out in this Clause shall make the Proposal liable to be rejected. If a Proposer makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his/her commitment regarding availability for the Project is not fulfilled at any stage after proposal due date, the Proposer shall be debarred from participation in any future Project of the Authority and the empanelment of the Centre may also be liable to cancellation in such an event.
- 3.10.3 The Authority reserves the right to verify all statements, information and documents, submitted by the Proposer in response to the RFE document. Failure of Authority to undertake such verification shall not relieve the Proposer of its obligations or liabilities hereunder nor will it affect any rights of Authority thereunder.
- 3.10.4 In case it is found during the evaluation or at any time before empanelment or after its execution and during the period of subsistence thereof, that the Centre(s) has made a material misrepresentation or has given any materially incorrect or false information, the Centre(s) shall be disqualified forthwith, if not yet appointed for empanelment either by issue of the Letter of Empanelment and if the Centre has already been issued the letter of Empanelment, as the case may be, the same shall,

notwithstanding anything to the contrary contained therein or in this RFE document, be liable to be terminated, by a communication in writing by the Authority, without the Authority being liable in any manner, whatsoever, to the Centre (s), as the case may be.

### **3.11 Submission of Proposals**

#### **3.11.1 Sealing and Marking of Proposal**

The Proposers shall submit the technical proposal by Hand or through Post to the O/o Civil Surgeon \_\_\_\_\_. The technical proposal shall consist of the following:-

Signed and stamped RFE document along with addendum, if any, by the duly Authorized Person

Appendix 1:           Covering Letter

Appendix 2:           Technical Proposal

### **3.12 Proposal Due Date**

3.12.1 Proposal should be submitted on or before the Proposal Due Date specified in the Proposal Data Sheet, at the address provided in Proposal Data Sheet in the manner and form as detailed in this RFE document.

3.12.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with the provisions of this RFE uniformly for all Proposers. For all corrigendum, addendum, the Proposers are requested to refer the Authority's website i.e. [phsc.punjab.gov.in](http://phsc.punjab.gov.in)

### **3.13 Late Proposals:**

Any Proposal received by Authority after proposal due date and time will not be accepted.

## **4. Evaluation Process**

### **4.1 Evaluation of Proposals**

4.1.1 The Authority shall open the Proposals at a time, date and venue specified in the Proposal Data Sheet and in the presence of the Proposers who choose to attend.

4.1.2 Proposals for which a notice of withdrawal has been submitted in accordance with the provisions of the RFE document will not be opened.

- 4.1.3 The Authority will determine whether each Proposal is responsive to the requirements of the RFE.
- 4.1.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 4.1.5 The Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFE and the criteria set out in this RFE.
- 4.1.6 After the technical evaluation, the Authority would prepare a list of shortlisted Proposers. List of Shortlisted Proposers shall be uploaded on phsc.punjab.gov.in website and also communicated to the concerned Centre.
- 4.1.7 Proposers are advised that selection will be entirely at the discretion of the Authority. Proposers will be deemed to have understood and agreed that no explanation or justification on any aspect of the selection process or selection will be given by the Authority.

**4.2 Confidentiality:**

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Proposers shall not be disclosed to any person not officially concerned with the process. The Authority will treat all information submitted as part of all Proposals in confidence and will insist that all who have access to such material treat it in confidence. The Authority will not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure or due to statutory compliances.

**4.3 Clarifications**

- 4.3.1 To facilitate evaluation of Proposals, Authority may, at its sole discretion, seek clarifications from any Proposer(s) regarding its Proposal such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 4.3.2 If a Proposer does not provide clarifications sought under Sub-Clause 4.3.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, The Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Proposer shall be barred from subsequently questioning such interpretation of the Authority.

**4.4 Notice of Empanelment**

After selection, a Notice of Empanelment (NOE) shall be issued, in duplicate, by the Authority to the Selected Proposers and the Selected Proposer(s) shall, within 7 (Seven) days of the receipt of the Notice of Empanelment (NOE), sign and return the duplicate copy of the Award Letter in acknowledgement thereof. In the event the duplicate copy of the Award Letter duly signed by the any of the Selected Proposer is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the Notice of Empanelment issued to it.

**5. FRAUD AND CORRUPT PRACTICES**

5.1 The Proposer and their respective officers, employees, agents, etc. shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFE, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Proposers, if it determines that the Proposers has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process, then Authority shall disqualify the Proposer from this Selection Process.

5.2 Without prejudice to the rights of Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the Notice of Empanelment (NOE) or RFE document, if a Proposer(s) is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Notice of Empanelment (NOE), such Proposers shall not be eligible to participate in any tender or RFE document issued by the Authority for a period of **2 (two) years** from the date on which such Proposer is found to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

5.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt,

offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the Notice of Empanelment (NOE) or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Notice of Empanelment (NOE) or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Notice of Empanelment (NOE) or the Agreement, who at any time has been or is a legal, financial or technical Auditor/ advisor of Authority in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement with other Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5.4 “Inspection during the Empanelment period” The Authority may inspect the Centre at any stage during the Empanelment period for its satisfaction or in case any complaint is received.

## **6. MISCELLANEOUS**

6.1 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

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- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Proposer in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Proposer; and/or
- (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Proposer.

6.2 It shall be deemed that by submitting the Proposal, the Proposer agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

**7. Payment**

All the X-ray will be conducted by the Empanelled Centre against the referral slip of Government Hospital and no fee is to be charged from the Patient. A proper record in the given format will be maintained for checking /reconciliation at any stage. The payment to the Empanelled Centre will be made by Government of Punjab through the concerned Civil Surgeon at CGHS Chandigarh Rates as applicable in Punjab and as amended from time to time for NABH/Non-NABH Centre as the case may be.

**8. PROPOSAL DATA SHEET**

Name	“Empanelment of Diagnostic Centres for providing X-Rays Facilities to the Government Hospitals in the State of Punjab”
Name of the Authority	Concerned Civil Surgeons on behalf of Department of Health & Family Welfare, Govt. of Punjab
Name and Address for submission of Proposals	Civil Surgeon, District _____ Punjab.
Name and Address for Correspondence	Civil Surgeon, District _____ Punjab.
Submission of Proposal	O/o Civil Surgeon Concerned. (By Hand/through Post)

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Period of Proposal Validity	180 days from Proposal Due Date or any extension thereof, sought by the Authority.
Empanelment Criteria	As specified in Clause 3.1
Clarification Meeting	For any clarification regarding the RFE, a meeting will be held 16.01.2024 at 3.00 pm in the office of Civil Surgeon, District _____ in person.
Proposal Due Date	The Proposal Due Date is 29.01.2024 till 3.00 pm.
Opening of Technical proposals	is 29.01.2024 till 3.00 pm in the office of Civil Surgeon, District _____.
Issue of Notice of Empanelment (NOE)	Within 30 days from the date of Declaration of Empanelment List or any extension specified by Authority.
Telephone No.	
Email Id	
Website	phsc.punjab.gov.in

Authority reserves the right to accept or reject any or all the applications to be received without assigning any reasons thereof.

#### **9. Dispute Resolution**

- a) Any dispute and or difference arising out of or relating to this RFE will be resolved through the Grievance Redressal Committee as per the mechanism provided under Clause 10.3 .
- b) The decision of the Committee shall be final and binding on both the parties.

#### **10. Other Conditions:**

##### **10.1 Period of Empanelment**

The period of empanelment shall be initially for a period of 3 years from the date of Empanelment and may be extended for further one year with mutual consent. However, the Diagnostic Centre shall have to apply to the Government of Punjab for extension of empanelment two months before the expiry of the empanelment. If the State Government so desires, the Diagnostic Centre may be inspected again by the Inspection Team for extension of empanelment. The empanelment may be terminated if the Government of Punjab is not satisfied with performance of the empanelled hospital without prior notice.

The empanelment may be terminated by the Authority by giving one month prior notice. Further, The Authority is competent to empanel more/fresh diagnostic centres, if required, during the period of existing empanelment

## **10.2 Inspection for Empanelment:**

The aspiring diagnostic centre for empanelment shall be inspected by the Inspection Team constituted by the Civil Surgeon \_\_\_\_\_. The Inspecting Team shall visit the Diagnostic Centre and submit report to the Authority. After scrutiny of the inspection report, the Authority shall forward the inspection report to the Empanelment Committee for consideration.

## **10.3 Committees:**

### **10.3.1 District Level Committee:**

An “Empanelment and Grievance Redressal Committee” consisting of the following members will take up the process of Empanelment & Grievance Redressal: -

- Civil Surgeon (Chairman)
- District Health Officer
- District Family Welfare Officer
- Radiologist or Senior Most SMO of the District

After consideration for empanelment and upon recommendation by the said Committee. The Notice of Empanelment (NOE) shall be issued to the selected Proposer. Upon acceptance of the NOE, a Memorandum of Agreement (M.O.A.) shall be signed between Civil Surgeon\_\_\_\_\_ and the Diagnostic Centre.

The said Committee shall monitor the work of the empanelment. Further, this Committee will also be responsible for addressing the Grievance and Complaints if any, submitted to it. The empanelled Centre will submit its Grievance or Complaints, if any, to the concerned Civil Surgeon. The Civil Surgeon will forward the same to the Empanelment and Grievance Redressal Committee for decision.

### **10.3.2 Appellate Authority:-**

The Director Health Services (DHS) will be the Appellate Authority. The limitation for the appeal is 30 days.

### **10.3.3 Arbitration :**

In case of dispute the same shall be settled by the Sole Arbitrator as per the provisions of The Arbitration and Conciliation Act 1996 as amended from time to time. The Sole Arbitrator shall be appointed with mutual consent of the parties. The seat of arbitrator shall be Chandigarh/Mohali.

### **10.3.4 Jurisdiction:**

The Courts in Chandigarh shall have exclusive jurisdiction for any dispute arising from this RFE.



**10.4 Termination**

The empanelment of the Diagnostic centre will be discontinued in case of the rendering non satisfactory services which include: -

- Refusal of the Services.
- Undertaking avoidable procedures.
- Deficient or defective services.
- Billing beyond Package rates.
- Negligence with respect to the Government orders.
- Any other reason as deemed fit by the Committee.

In case any non satisfactory services/reporting is received, it will be directly dealt by the Grievance and Redressal Committee, which may take necessary action as deemed fit including de-empanelment of the concerned centre

**10.7 Indemnity:**

The Proposer shall keep the State Government and its organisations indemnified against any financial and legal issues arising out of consequence of the operationlisation of the facility. The Penalty /action arising out of any orders against the State shall be borne by the empanelled centre.

**10.8** The Empanelled centre shall be solely responsible for compliance of all the government Rules, Laws and Guidelines issued from time to time.

**10.9** The staff of the empanelled centre in no case shall be deemed to be the staff of the government in any manner.

**APPENDIX 1: COVERING LETTER**

Ref. No. / Date:

To

**Civil Surgeon,**  
District \_\_\_\_\_  
Punjab

**Subject: Empanelment as Diagnostic Centres for providing X-Rays Facilities at District \_\_\_\_\_ in the State of Punjab**

Dear Sir,

1. With reference to the RFE Document for the captioned Project, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Diagnostic Centre for the same. The Proposal is unconditional and unqualified.
2. All information provided in the Proposal is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of **Empanelment as Diagnostic Centres for providing X-Rays Facilities at District \_\_\_\_\_ in the State of Punjab.**
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFE Documents, including any Addendum thereto, issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with provisions of the RFE Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or Request for Empanelment issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFE, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

*Empanelment of Diagnostic Centres for providing X-Ray facilities in the State of Punjab*

- (e) I/We hereby declare that if empanelled as the **Diagnostic Centres**, we shall be jointly and severally liable to fulfil all the obligations enumerated in this RFE document and Agreement and other Government norms issued from time to time under any law for the time being in place.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Centre, without incurring any liability to the Centre in accordance with the provisions of RFE document.
8. I/We certify that we have not been convicted by a Court of Law or indicted or otherwise have adverse orders passed against us by a regulatory Authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that no investigation by a regulatory Authority is pending either against our Diagnostic Centre or against our employees.
10. I/We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever otherwise, arising to challenge or question any decision taken by State Government Civil Surgeon, concerned in connection with the selection of **Diagnostic Centre** or in connection with the Selection Process itself in respect of the above mentioned Project.
11. I/We agree and understand that the proposal is subject to the provisions of the RFE document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.
12. I/We agree to keep this offer valid for a period of 180 (One hundred and Eighty) days or for a longer period on any further extension being sought by the Authority, from the Proposal Due Date specified in the RFE.
13. In the event of my/our firm being selected as the **Diagnostic Centre**, I/we agree to enter into an Agreement in accordance with the provisions of the RFE. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
14. I/We have studied the RFE document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of work.
15. I/We agree and undertake to abide by all the terms and conditions of the RFE Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFE Document.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)  
(Name and seal of the Proposer)

**Technical Proposal**

**Appendix: 2 (To be Notarised)**

1. Name of the owner/Licensee:
2. Address:
3. Contact No.:
4. E-mail ID:
5. Name of the Diagnostic Centre with full address and phone no:
6. AERB Certification No: (Attached self attested copy)
7. Doctor Name & Address along with Registration No.
8. Make & Brief specifications of the Machine:-
9. Number of employees with post:
10. GST/TAN/PAN No.

**UNDERTAKING**

It is certified that all the details/facts/figures given are true and the best of my knowledge and are as per record available in the Diagnostic Centre and are unconditionally verified to be true. If at a later stage, it is found that some information has been concealed or has been misrepresented, the recognition /empanelment given is liable to be cancelled. I / We undertake to abide by the terms of the RFE document against which this Proposal is being submitted.

Signed  
(Name of the Authorised Signatory)

For and on behalf of  
(Name of the Proposer)

Designation:  
Place:  
Date:

To be enclosed:

1. Documents certifying Proposer's legal status i.e. Certificate of registration.

**Annexure-A**

**List of X- Ray to be conducted under this proposal**

<b>Sr.No.</b>	<b>CGHS TREATMENT PROCEDURE/INVESTIGATION LIST (CHANDIGARH)</b>	<b>Rates for NABH</b>	<b>Rates for Non-NABH</b>
1	Abdomen AP Supine or Erect (One film)	147	128
2	Abdomen Lateral view (one film)	147	128
3	X-ray Chest (one film)	69	60
4	Chest Lateral (one film)	69	60
5	Mastoids: Towne view, oblique views (3 films)	288	250
6	Extremities, bones & Joints AP & Lateral views (Two films)	288	250
7	Pelvis AP (one film)	127	110
8	Temporomandibular (TM) Joints (one film)	127	110
9	Abdomen & Pelvis for KUB	147	128
10	Skull AP & Lateral (2 films)	265	230
11	Spine AP & Lateral (2 films)	259	225
12	X-ray PNS view (1 film)	127	110
13	X-ray Mammography	362	315
14	X-ray Chest AP View	69	60

**Note: The rates to be paid to the Empanelled Centres will be the CGHS rates of Chandigarh applicable in Punjab. NABH/Non NABH rates as applicable on the Centre.**