



GOVERNMENT OF MAHARASHTRA

Procurement Cell

**Arogya Bhavan First Floor,
Procurement cell, St. Georges' Hospital campus,
Near CST station, Mumbai 400001
Maharashtra State.**

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**Request for Proposal
for
Development, Operation and Maintenance of
Radiology Imaging Diagnostic Centres in
Maharashtra
On
Public Private Partnership Basis**

Not Transferable

Tender reference No: M-11/DHS/PC/Radiodiagnostic Center/Vidhraba/PPP/RFP
/2012-13

Last date for submission of tenders: 12.04.2013 up to 13:00 hours.

Issued To

M/S. _____

**DIRECTORATE OF HEALTH SERVICES
(MAHARASHTRA STATE)**

Tender No. M-11/DHS/PC/Radiodiagnostic Center/Vidharbha/PPP/RFP /2012-13

Jt. Director of Health Services, Procurement cell, Mumbai on behalf of Government of Maharashtra invites proposals in two envelope system from eligible bidder for developing Radiology Imaging Diagnostic Centres within Vidharbha Cluster entailing development, procurement of equipment and other items, installation, commissioning and operation and maintenance of such facilities on Public Private Partnership basis in Maharashtra.

Sr. No	Particulars	Bid Security Amount
	Developing Radiology Imaging Diagnostic Centers within Vidharbha Cluster entailing development procurement of equipment and other items, installation, commissioning and operation and maintenance of such facilities on Public Private Partnership basis in Maharashtra	
1	Vidharbha Cluster	1,04,00,000/- (One crore four lakh)

Interested eligible Tenderers may obtain further information of technical specifications, required quantities and other terms and conditions applicable for procurement of above items from our website <http://maha-arogya.gov.in> & www.maharashtra.gov.in

TENDER SCHEDULE

Date of commencement of sale of Tender document	:	07.03.2013
Date of pre-bid meeting	:	25.03.2013 at 14:00 hrs
Last date for sale of tender document	:	09.04.2013 at 17:00 hrs
Last date and time for submission of tender:		12.04.2013 up to 13.00 hrs.
Date and time of opening of Envelope No.1:		12.04.2013 at 14.00 hrs.
Address for communication	:	Office of the Joint Director of Health Services (Procurement Cell) 1 st Floor, Arogya Bhavan St. Georges Hospital Compound, Mumbai 400 001 Phone NO : 022-22631831 / 22651026 Telefax : 022-22625799

A complete set of tender RFP document may be purchased by interested eligible tenderer upon payment of a non refundable fee of **Rs 2000/- (Rupees TwoThousand only)** in the form of a Demand Draft issued by Nationalized/Scheduled Bank in favour of "**Director of Health Services , Mumbai**" payable at Mumbai during office hours from 10.00 hours to 17.00 hours on all working days on or before date & time of closing of sale of tender document.

In case of RFP document which are downloaded from website, the tenderers should specifically super scribe "**Down loaded from the website**" on the top left corner of the envelope. However tender cost of Rs.2,000.00 in the form of Demand draft will have to be submitted along with the RFP document. The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable to be rejected.

The Jt. Director of Health Services, Procurement cell, Mumbai reserves the right to increase or decrease the contours of the Project and also reserves the right to cancel all the proposals without giving any reason to.

Joint Director of Health Services
(Procurement Cell) Mumbai

GLOSSARY

Authority	As defined in Clause 1.1.1
Associate	As defined in Clause 2.2.2
Bank Guarantee	As defined in Clause 2.22.1
Bid(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.8
Bid Due Date	As defined in Clause 1.1.8
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Cluster	As defined in Clause 1.1.2
Concession	As defined in Clause 1.1.6
Concession Agreement	As defined in Clause 1.1.3
Concession Period	As defined in Clause 1.2.6
Concessionaire	As defined in Clause 1.1.3
Conflict of Interest	As defined in Clause 2.2.2
Consortium	As defined in Clause 2.2.1
Damages	As defined in Clause 2.2.2
Demand Draft	As defined in Clause 2.22.2
DFOT	As defined in Clause 1.1.2
Estimated Project Cost	As defined in Clause 1.1.5
Eligibility Criteria	As defined in Clause 2.2.5
Financial Capacity	As defined in Clause 2.2.5
Highest Bidder	As defined in Clause 1.2.6
Joint Bidding Agreement	As defined in Clause 2.2.10
LOA	As defined in Clause 3.5.5
Lead Member	As defined in Clause 2.2.10
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.8
PIM	As defined in Clause 1.1.2
Performance Security	As defined in Clause 3.5.7
PPP	Public Private Partnership
Premium	As defined in Clause 1.2.6
Project	As defined in Clause 1.1.2
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.5.1
Technical Capacity	As defined in Clause 2.2.5

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Project Information Memorandum, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Government of Maharashtra
[Department of Health & Family Welfare]

1. INTRODUCTION

1.1. Background

- 1.1.1. The Public Health Department (PHD), Government of Maharashtra (the “**Authority**”) owns, operates and manages several hospitals in Maharashtra. The Authority proposes to develop Radiology Imaging Diagnostics Centers in select district hospitals in order to provide access to high quality and affordable imaging diagnostics facilities.
- 1.1.2 As part of this endeavor, the Authority has decided to undertake Development, Operation and Maintenance of Radiology Imaging Diagnostic Centers at various district hospitals in the State of Maharashtra (the “**Project**”) through Public-Private Partnership (the “**PPP**”) on Develop, Finance, Operate and Transfer (the “**DFOT**”) basis, and has decided to carry out the bidding process for selection of private entity to whom the Project may be awarded. As part of this process, a total of 13 hospitals have been identified which have been grouped by the Authority into 1 (one) Cluster (the “**Cluster**”). A brief description of the Project is provided in the Project Information Memorandum (the “**PIM**”) in Appendix VIII. It is explicitly mentioned that the information provided in the PIM is indicative and subject to change. Brief particulars of the Project are as follows:

Name of Cluster	Name of Hospital	Estimated Project Cost (in Rs. Crore)
Vidharbha Cluster	<ul style="list-style-type: none"> • Women's Hospital ,Akola • District Hospital Amaravati • Women's Hospital Amaravati • District Hospital Buldhana • GH Khamgaon, Dist : Buldhana • District Hospital Washim • District Hospital Bhandara • District Hospital Chandrapur • District Hospital Gadchiroli • District Hospital Gondia • BGW, Gondia • Daga Women Hospital Nagpur • District Hospital Wardha 	104 Crore

- 1.1.3 The Selected Bidder who is either a Single Entity bidding for the Project or each member of the Consortium bidding for the project or a company incorporated under the Companies Act, 1956 (the “**Concessionaire**”) shall be responsible for development, financing, procurement, installation, operation and maintenance of Radiology Imaging Diagnostic Centers within the Cluster and in accordance with the provisions of a concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form to be provided by the Authority during the Bidding Process.

1.1.4 The scope of work will broadly include developing Radiology Imaging Diagnostic Centers entailing development, procurement of equipment and other items, installation, commissioning and operation and maintenance of such facilities thereof. Further, the Selected Bidder shall have to provide free service to the following categories of Government referred patients (OPD/ IPD)

- Senior Citizen
- Govt. Servant & their dependent
- Hon. Medical Officer & Staff Nurse of Govt. Hospital & Dispensaries
- Medical, Paramedical college student
- Detained person by order of Judge
- Freedom fighter & their family
- Prisoner
- Medico legal cases from Police
- Patient from Remand home
- Patient from Leprosy Board
- Patient from Women Remand home
- Children from Civil Orphan House
- Patient from Ashram School
- MLA, MP, Minister, Chairman & Ex. MLA
- Judges
- Patient under National Health Scheme
- Ex. Govt. Servant & their Spouse
- Yellow ration card Holder

1.1.5 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in Clause 1.1.2 above. The assessment of actual costs, however, will have to be made by the Bidders

1.1.6 The Concession Agreement to be provided by the Authority during the Bidding Process shall set forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”). Copy of the Concession Agreement is enclosed herewith.

- 1.1.7 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.8 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a "Single Stage" bidding process (collectively referred to as the "**Bidding Process**") for selection of Bidder for award of the Project. Applicants, including their successors (the "**Bidders**", which expression shall, unless repugnant to the context, include the Members of the Consortium) would be required to meet the Technical and Financial Capacity requirements and adhere to other conditions specified in this RFP so as to qualify for Financial Proposal opening stage of the Bidding Process. The Technical and Financial Capacity assessment would be carried out as part of the Bidding Process. Financial Proposal of only those Bidders whose Bids are responsive and meet the Technical and Financial Capacity requirements (as laid down in Clause 2.2) would be opened.

GOI has issued guidelines (see Appendix-V of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I

- 1.2.2 Through this RFP, Bidders are being called upon to submit their Technical and Financial Bids (the "**Bids**") in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of bids (the "**Bid Due Date**")
- 1.2.3 The Bidding Documents including the Draft Concession Agreement and the PIM providing brief details of the Project are enclosed. The aforesaid documents and any addenda issued subsequent to this RFP document will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security as detailed in the table below (the "**Bid Security**"), refundable not later than 60 (sixty) days from the

Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security..

Cluster Name	Bid Security Amount
Vidharbha Cluster	1,04,00,000/- (One crore four lakh)

- 1.2.5 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.2.6 Bids are invited for the Project on the basis of highest Annual Premium, (the “**Premium**”) payable to the Authority for award of the Concession. The Bidder will offer to pay the Premium in the form of lump sum payment to the Authority in advance on an annual basis. The concession period shall be 10 (Ten) years (the “**Concession Period**”). If the Authority decides to again bid for the Project on Public-Private-Partnership (PPP) basis, the Concessionaire shall be given “First Right of Refusal” i.e. the Concessionaire would be allowed to match the Financial Proposal of the preferred bidder at that stage, if the Concessionaire’s bid is found to be within 10% of the highest quoted bid.
- The Premium amount shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.18, the Project will be awarded to the Bidder quoting the highest Premium.
- In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Premium.
- 1.2.7 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 1.2.8 The Concessionaire shall be entitled to levy user charges as per the provisions of the Concession Agreement.
- 1.2.9 Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

- 1.2.10 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.6 below. The envelopes / communication shall clearly bear the following identification / title:

“Queries / Request for Additional Information: RFP for “Development, Operation and Maintenance of Radiology Imaging Diagnostic Centres in Maharashtra on PPP basis”

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Sr. No	Event Description	Date
1	Period of Sale of R F P	07.03.2013 to 09.04.2013 during office hours (10:00 Hrs to 17:00 Hrs)
2	Pre Bid Meeting for RFP	25.03.2013 at 14:00 Hrs
3	Submission of R F P	12.04.2013 up to 13: 00 Hrs
4	Opening of R F P	12.04.2013 at 14:00 Hrs
5	Last date for receiving queries	25.03.2013 up to 13:00 Hrs.
6	Signing of Concession Agreement	Within 30 days of award of LOA

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1. No Bidder shall submit more than one Bid . A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2. The PIM is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the PIM shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.
- 2.1.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.4. The Bid should be furnished in the formats provided in this RFP and signed by the Bidder's authorized signatory.
- 2.1.5. The Financial Bid shall consist of a Premium to be quoted by the Bidder. The Premium shall be payable by the Concessionaire to the Authority as per the terms and conditions of this RFP and the provisions of the Concession Agreement.
- 2.1.6. The Bidder shall deposit a Bid Security as per Clause 1.2.4 of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at APPENDIX-VII.
- 2.1.7. The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
- 2.1.8. The Bidder should submit a Power of Attorney as per the format at APPENDIX-II, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.9. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at APPENDIX-III.
- 2.1.10. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

- 2.1.11. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.2. Eligibility of Bidders

- 2.2.1. For determining the eligibility of Bidders hereunder, the following shall apply:

- a. The Bidder may be a single entity or a combination of 3 (three) entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- b. A Bidder may be
 - i. a single business entity under the companies act 1956 or an incorporated entity under equivalent acts (in case of foreign entities)
 - or**
 - ii. an organization registered under the Societies Registration act 1860 or any relevant Act of the State or Union Territory
 - or**
 - iii. a Public trust registered under the law for the time being in force
 - or**
 - iv. a Charitable Company registered under Section 25 of the Company Act,1956
 - or**
 - v. a partnership firm
 - or**
 - vi. any combination of (i),(ii),(iii),(iv) or (v) with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.

2.2.2. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate 5% of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.2, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

- iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- v. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Application of either or each other; or
- vi. such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.2, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 2.2.3. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFQ for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- 2.2.4. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.2.5. To be eligible for qualification, a Bidder shall fulfill the following conditions of eligibility (the “**Eligibility Criteria**”):

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall, over the past 4 (four) financial years preceding the Bid Due Date, have:

- a. Manufactured and installed the following type of radiology imaging diagnostic equipments at a minimum of 3 locations in India:
 - CT Scan 64_ slices or higher – minimum 5 machines
 - MRI – 1.5 Tesla or more – minimum 3 machines

The above experience has to be demonstrated by a single bidder, either individually or jointly with its subsidiary and / or parent company, who is an OEM (Original Equipment Manufacturer) for each of the above equipments. Further such single bidder should have a registered office in India for the last 5 (five) years and shall also have a service office/ service centre in Maharashtra. It is expressly clarified here that any distributor/ agents of the OEMs (Original Equipment Manufacturers), whether authorised or otherwise cannot participate in the Project.

- b. The bidder should possess necessary capacity of tele-radiology if images from remote areas are to be processed.

(B) **Financial Capacity:** The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of Rs. 25 Crore (Rs. Twenty Five Crore) at the close of the financial year immediately preceding the Bid Due Date.

In case the Bidder is a Consortium, the Technical Capacity requirement specified under Clause 2.2.5(A) shall be satisfied individually by the Lead Member. *{The Lead Member should and shall continue to have an equity share capital of not less than (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement throughout the Concession Period.(Applicable in case of SPV)}*

Further, in case of a Consortium, Net Worth criteria has to be satisfied by the Lead Member of the consortium only and not by any other member.

{Further, in case of a Consortium, the combined Financial Capability of only those Members, having an equity share of at least 26% (twenty six percent) would be taken for consideration.}

2.2.6. Any Bidder who has been declared by the Authority as the Selected Bidder for more than one of the other clusters, i. e., the Marathwada Plus Cluster and the Rest of Maharashtra Cluster, in the State of Maharashtra, for Development, Operation and Maintenance of Radiology Imaging Diagnostic Centers, shall not be eligible to bid for the Vidharbha Cluster under this Request for Proposal.

2.2.7. Bidder, by submitting its Bid, shall be deemed to acknowledge and agree that for the entire period starting from the date of commercial operation of the Project till the Concession expiry date, it shall enter into operation and maintenance (O&M)

agreement(s) with an entity having the below mentioned O&M experience, failing which the Concession Agreement shall be liable to termination.

O&M Experience - Operated & Maintained at least 1 radiology imaging diagnostics facilities in India with each facility having the following minimum diagnostic equipments:

- X-Ray Machine
- CT Scan
- Ultrasonography – Colour Doppler
- MRI

If the Bidder is Consortium, then one of the Members of the Consortium shall be the Operations and Maintenance (O&M) partner (the “O&M Partner”). To be eligible for qualifying as Operations & Maintenance (O&M) partner, the entity has to have the following minimum qualifications -

O&M Experience - Operated & Maintained at least 1 radiology imaging diagnostics facilities in India with each facility having the following minimum diagnostic equipments:

- X-Ray Machine
- CT Scan
- Ultrasonography – Colour Doppler
- MRI

Financial Capacity - The O&M Partner shall have a minimum Net worth of Rs. 1 Crore (Rs. One Crore) at the close of the financial year immediately preceding the Bid Due Date

2.2.8. The Bidder shall enclose with its Bids, to be submitted as per the format at APPENDIX I and APPENDIX- VI, complete with its Annexes, the following:

- a. Certificate(s) from its statutory auditors¹ stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 2.2.3(A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

¹ In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.8(a). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

- b. Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.8. For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.
- 2.2.9. The Bidder should submit a Power of Attorney as per the format at APPENDIX-II, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at APPENDIX-III.
- 2.2.10. In case the Bidder is a Consortium, it shall comply with the following additional requirements:
- a) Number of members in a consortium shall not exceed 3 (three);
 - b) Subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;
 - c) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), *{who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV (in addition to any other shareholding stipulations mentioned in the Bidding Documents)(Applicable in case of SPV)}*. The nomination(s) shall be supported by a Power of Attorney, as per the format at APPENDIX-III, signed by all the other members of the Consortium.
 - d) The Bidder should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
 - e) an individual Bidder cannot at the same time be member of a Consortium bidding for this Project. Further, a member of a particular Bidder Consortium cannot be member of any other Applicant Consortium bidding for the Project;
 - f) deleted;
 - g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at APPENDIX IV (the “**Joint Bidding Agreement**”), for the purpose of submitting a Bid. The Joint. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;

- (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the minimum equity stake to be held by each member;
 - (iv) *{commit that each of the members, whose Technical and Financial Capacity will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV throughout the Concession Period and shall further commit that the Lead Member shall, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement throughout the Concession Period (applicable in case of SPV)};*
 - (v) *{members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV throughout the Concession Period (applicable in case of SPV)};* and
 - (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
- h) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint. Bidding Agreement without the prior written consent of the Authority.
- 2.2.11. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 2.2.12. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.
- 2.2.13. In computing the Technical Capacity and Financial Capacity of the Bidder / Consortium Members under Clauses 2.2.5(A) and 2.2.5(B), the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.
- 2.2.14. The following conditions shall be adhered to while submitting the Bid:
- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is

- insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
 - (c) in responding to the Bid, Bidders should demonstrate their capabilities in accordance with Clause 2.2.5; and
 - (d) in case the Bidder is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.15. While the Bidding Process is open to persons from any country, the following provisions shall apply:

- (a) Where, on the Bid Due Date, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in an Bidder or its Member is held by persons resident outside India or where an Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the Bid Due Date, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

Then eligibility of such Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.16. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, shall mean the accounting year followed by the Bidder in the course of its normal business.

2.3. Change in Ownership

- 2.3.1. *{By submitting the Bid, the Bidder acknowledges that the Consortium Members shall throughout the Concession Period, hold equity share capital representing not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire and the Lead Member shall, hold equity share capital not less than (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium. (Applicable in case of Consortium)}*
- 2.3.2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and / or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4. Cost of Bidding

- 2.4.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. Number of Applications and costs thereof

- 2.5.1. No Bidder shall submit more than one Bid. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium.
- 2.5.2. The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.6. Site visit and verification of information

- 2.6.1. Bidders are encouraged to submit their respective Bids after visiting the Project sites and ascertaining for themselves the site conditions, patient volumes, location, surroundings, availability of power, water and other utilities for operation of facility, access to site, applicable law and regulations, and any other matter considered relevant by them.
- 2.6.2. It shall be deemed that by submitting a Bid, the Bidder has:
- (a) made a complete and careful examination of the Bidding Documents;
 - (b) received all relevant information requested from the Authority;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6.2 above;
 - (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6.2 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6.2 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
 - (f) acknowledged that it does not have a Conflict of Interest; and
 - (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.6.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7. Verification and Disqualification

- 2.7.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.7.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occur after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.5.3; or
 - (ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.7.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the Eligibility Criteria conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Concession Agreement, or otherwise.

B. DOCUMENTS

2.8. Contents of the RFP

- 2.8.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Section 1.	Introduction
Section 2.	Instructions to Bidders
Section 3.	Evaluation of Bids
Section 4.	Fraud and Corrupt Practices
Section 5.	Pre-Bid Conference
Section 6.	Miscellaneous

Appendices Technical Bid

Appendix I. Letter comprising the Technical Bid for Qualification

- Annex I – Details of the Bidder
 - Annex II – Technical Capacity of the Bidder
 - Annex III - Financial Capacity of the Bidder
 - Annex IV – Details of Eligible Experience
 - Annex IV - Statement of Legal Capacity
- Appendix II. Power of Attorney for signing of Bid**
Appendix III. Power of Attorney for Lead Member of Consortium
Appendix IV. Joint Bidding Agreement
Appendix V. Guidelines of the Department of Disinvestment

Financial Bid

- Appendix VI. Letter comprising the Financial Bid**
Appendix VII. Bank Guarantee for Bid Security

Project Information Memorandum

- Appendix VIII. Project Information Memorandum**

- 2.8.2. The draft Concession Agreement shall be provided by the Authority and shall be deemed to be part of this RFP.

2.9. Clarifications

- 2.9.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.9.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10. Amendment of RFP

- 2.10.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

- 2.10.2. Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 2.10.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.11. Language

- 2.11.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, English language translation shall prevail.

2.12. Format and Signing of Bid

- 2.12.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.12.2. The Bidder shall prepare 1 (one) original set of the Bid (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of the Bid, along with documents required to be submitted along therewith pursuant to this RFP, marked "COPY". The Applicant shall also provide 2 (two) soft copies on Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.
- 2.12.3. The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.13. Sealing and Marking of Bids

- 2.13.1. The Bidder shall submit the Bid in the formats specified in this RFP, together with the documents specified in Clause 2.13.2, and seal it in an envelope and mark the envelope as "BID". The Bidder shall seal the original and the copy of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an

outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

2.13.2. Bid shall be sealed, marked and submitted as explained below:

(a) Envelope No.1, duly marked as **“TECHNICAL BID”** shall contain the following documents:

- Technical Bid in the prescribed format (APPENDIX I) along with Annexes and supporting documents;
- Power of Attorney for Signing of Bid (as per APPENDIX-II);
- If applicable, Power of Attorney for Lead Member of Consortium (as per APPENDIX-III)
- Copy of the Joint Bidding Agreement (as per APPENDIX IV);
- Bid Security in the format at APPENDIX-VII.
- Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
- Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding five years;
- The Original RFP document duly signed (on each page) by the person signing the Bid in pursuance of the Power of Attorney referred hereinabove;
- A copy of the draft Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred hereinabove.

(b) Envelope No. 2 duly marked as **“FINANCIAL BID”** shall contain the following:

- Financial Bids in the prescribed format (as per APPENDIX- VI);

Envelopes marked as **“FINANCIAL BID FOR VIDHARBA CLUSTER”**.

2.13.3. Envelope 1 and Envelope 2 shall be placed in an outer envelope marked **“ORIGINAL”**;

2.13.4. A true copy of the documents accompanying the Bid, as specified in Clause 2.13.2 above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorized signatory of the Bidder. This copy of the documents shall be sealed as per the instructions specified in Clause 2.13.2 and then placed in a separate envelope marked **“COPY”**.

2.13.5. The two envelopes specified in Clauses 2.13.3 and 2.13.4 shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

“Bid for the “Development, Operation and Maintenance of Radiology Imaging Diagnostic Centers at various district hospitals in the State of Maharashtra on PPP Basis”

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.13.6. Each of the envelope shall be addressed to:

ATTN. OF: Mr. T.C. Benjamin
DESIGNATION: Additional Chief Secretary, Public Health Department
ADDRESS: Office of the Joint Director of Health Services
(Procurement Cell), 1st Floor, Arogya Bhavan
St. Georges Hospital Compound, Mumbai 400 001
Phone No.: 022-22631831 / 22651026
Telefax: 022-22625799
E-mail: procurementcell@gmail.com

2.13.7. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.13.8. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.14. Bid Due Date

2.14.1. Bids should be submitted before 13:00 hours IST on the Bid Due Date at the address provided in Clause 2.13.6 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.13.6.

2.14.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.15. Late Bids

2.15.1. The bids submitted late shall not be considered or returned unopened or liable to be rejected by the department as per its discretion. Late tender on any account shall be rejected summarily. Delay due to Post or any other reason will not be condoned

2.16. Contents of the Bid

2.16.1. The Bid shall be furnished in the formats provided in this RFP.

2.16.2. The TECHNICAL BID shall be furnished in the format at APPENDIX I, along with the Annexures documenting the Technical and Financial Capacity of the Bidder.

2.16.3. The FINANCIAL BID shall be furnished in the format at APPENDIX- VI and shall consist of a Premium to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Premium offered by him in accordance with this RFP and the provisions of the Concession Agreement.

- 2.16.4. Generally, the Project will be awarded to the Highest Bidder.
- 2.16.5. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
- 2.16.6. The proposed Concession Agreement shall be deemed to be part of the Bid.

2.17. Modifications / Substitution / Withdrawal of Bids

- 2.17.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.17.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.17.3. Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.18. Rejection of Bids

- 2.18.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.18.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.19. Validity of Bids

- 2.19.1. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.20. Confidentiality

- 2.20.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to

require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or the Authority or as may be required by law or in connection with any legal process.

2.21. Correspondence with the Bidder

- 2.21.1. Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.22. Bid Security

- 2.22.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. One thousand crore), in favour of the Authority in the format at APPENDIX-VII (the “Bank Guarantee”) and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.22.2. Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at Mumbai (the “Demand Draft”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.22.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.22.4. Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.22.5. The Selected Bidder’s Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of

Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

- 2.22.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.22.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.22.7. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or under the Concession Agreement, or otherwise, under the following conditions:
- (a) If a Bidder submits a non-responsive Bid, “subject however that in the event of encashment of bid security occurring due to operation of Para 2.22.7 (a), the damage so claimed by the Authority shall be restricted to 5% of the value of the bid security;
 - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - (d) In the case of Selected Bidder, if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement; or
 - (e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1. Opening of Bids

- 3.1.1. The Authority shall open the Bids at 14:00 hours on the Bid Due Date, at the place specified in Clause 2.13.6 and in the presence of the Bidders who choose to attend.
- 3.1.2. Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.
- 3.1.3. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.4. Bidders are advised that qualification of Applicants will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.1.5. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.1.6. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bids without assigning any reasons.
- 3.1.7. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude it from the evaluation process.
- 3.1.8. In the event that a Bidder claims credit for an eligible project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from evaluation of Technical Capacity. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.18.1 and 2.18.2.
- 3.1.9. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2. Tests of responsiveness

- 3.2.1. Prior to evaluation of Bids, the Authority shall determine whether the Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
 - (a) it is received as per the formats prescribed in this RFP;
 - (b) it is accompanied by the Bid Security as specified in Clause 2.1.6;
 - (c) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.1;

- (d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.12 and 2.13;
- (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.8 and 2.1.9, as the case may be;
- (f) it is accompanied by Joint Bidding Agreement, if applicable, as per Clause 2.2.10
- (g) it contains all the information (complete in all respects) as requested in this RFP and / or Bidding Documents
- (h) it contains information in formats same as those specified in this RFP;
- (i) it contains an attested copy of the receipt for payment of Rs 2000 (Rupees Two Thousand only) to Authority towards the cost of the RFP document or Demand Draft (DD) in case RFP is downloaded from the website
- (j) it does not contain any condition or qualification; and
- (k) it is not non-responsive in terms hereof.

3.2.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3. Evaluation of Technical Bid

- 3.3.1. Bidders should furnish the details of experience claimed against the Eligibility Criteria specified in Clause 3.2 for the last 5 (five) financial years immediately preceding the Application Due Date.
- 3.3.2. Bidders must provide the necessary information relating to Technical Capacity as per format at ANNEX-II of APPENDIX I.
- 3.3.3. Bidders should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at ANNEX-IV of APPENDIX I
- 3.3.4. The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Bid is made.
- 3.3.5. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make them available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 3.3.6. Once a Bid has been found responsive as per the provisions of Clause 3.2, the Technical Bid shall be evaluated.
- 3.3.7. The Technical Bid of Bidder shall be evaluated to test its eligibility as per the terms and conditions in this RFP.
- 3.3.8. All Bidders who fulfill the conditions of eligibility specified in Clause 2.2 and meet the other conditions specified in this RFP shall qualify for the next round of the Bidding Process involving opening of Financial Bids.

3.4. Deleted**3.5. Selection of Bidder**

- 3.5.1. Subject to the provisions of Clause 2.18.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the highest Premium offered to the Authority, shall be declared as the Selected Bidder (the “Selected Bidder”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.5.2. In the event that two or more Bidders quote the same amount of Premium, as the case may be (the “Tie Bidders”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.5.3. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- 3.5.4. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.5.3, the Authority may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 3.5.5. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder(s) and the Selected Bidder(s) shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder(s) as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.5.6. After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall cause the Concessionaire to execute the Concession Agreement within the period

prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

- 3.5.7. The Select Bidder shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to the Authority, simultaneously with the execution of the Concession Agreement, an irrevocable and unconditional bank guarantee in favour of the Directorate of Health Services, Government of Mumbai, payable at Mumbai from any Nationalized or Scheduled bank, for a sum equivalent to 5% of the Estimated Project (the “Performance Security”). The Performance Security shall be kept valid till completion of 60 days from the end of the Concession Period (60 days + Concession Period). The security deposit shall be discharged (forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any

3.6. Contacts during Bid Evaluation

- 3.6.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award / rejection to the Bidders. While the Bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees / representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Concession Agreement, or otherwise.
- 4.2. Without prejudice to the rights of the Authority under Clause hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, 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 Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, 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 practices, as the case may be.
- 4.3. For the purposes of this Clause 4, 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 actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.1.15 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in

respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

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

5. PRE-BID CONFERENCE

- 5.1.** Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2.** During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1.** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.
- 6.2.** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and / or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder 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 Bidder; 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 Bidder.
- 6.3.** It shall be deemed that by submitting the Bid, the Bidder 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4.** The Selected Bidder shall have to comply with the following conditions -
- For collection of charges the receipt book will be provided by hospital administration.
 - The cable work from main line to machine will be borne by the licensee.
 - Licensee can put the sign board for indicating the location of the Centre
 - The image record of academic/M.L.C. cases should be property of Hospital.
 - In case of increasing of workload, first preference will be given to the hospital IPD patients.
 - In case of breakdown of the machines licensee shall make alternative arrangement for investigations for IPD/OPD patients. Record to be handed over to hospital.
 - Refurbished machines/old/used machine should not be installed. All radio-diagnostic machines must be newly procured.

TECHNICAL BID FORMS

APPENDIX-I
Letter comprising the Technical Bid for Qualification
(Refer Clauses 2.1.4 and 2.16)

Dated:

To,
 The Secretary,
 Public Health Department
 Government of Maharashtra
 Mantralaya
 Mumbai

Sub: Technical Bid for Qualification for “Development and Operation/ Maintenance of Radiology Imaging Diagnostic Centres in Maharashtra on PPP Basis (Project)”

Dear Sir,

With reference to your RFP document dated^s, I/we, having examined the RFP document and understood its contents, hereby submit my/our Technical Bid for Qualification for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Technical Bid and the documents accompanying such Technical Bid for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Technical Bid and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Technical Bid are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a Bidder for the development, operation and maintenance of the aforesaid Project.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the qualification statement.

5. I/ We acknowledge the right of the Authority to reject our Technical Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

- (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
- (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.2 and 2.2.3 of the RFP document; and
- (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, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority 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 Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice,

^s All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

- fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.18 of the RFP document.
 9. I/ We believe that we/ Lead Member of our Consortium/ Lead Member of proposed Consortium satisfy(ies) the Net Worth criteria and we/ our Consortium/ proposed Consortium meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
 10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of any other Consortium submitting Bids for the Project.
 11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could 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.
 12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
 14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at APPENDIX-V thereof.
 15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 16. I/ We acknowledge and undertake that our Consortium was qualified and allowed to participate in the Bidding Process on the basis of Technical Capacity and Financial Capacity and O&M experience of those of its Members who shall be jointly and severally liable to the Authority throughout the Concession Period, . We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
 17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity and / or O&M Experience was taken into consideration for the purposes of qualification under and in accordance with this RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
 18. The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of

application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.

19. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement (applicable if Bidder decides to form a SPV).

20. I/ We hereby confirm that we [are in compliance of/ shall comply with] the O&M requirements specified in Clause 2.2.7.

21. 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 the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

22. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

23. I/ We have studied all the Bidding Documents carefully and also surveyed the project facilities. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

24. I/ We offer a Bid Security of Rs. ***** (Rupees ***** only) to the Authority in accordance with the RFP Document.

25. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.

26. The documents accompanying the Bid, as specified in Clause 2.13.2 of the RFP, have been submitted in the format as specified in Clauses 2.13.3 and 2.13.4.

27. I/ We agree and understand that the Bid is subject to the provisions of the bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.

28. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

29. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

30. I/ We certify that in terms of the RFP, my/our Net worth is Rs. (Rs. in words).

{31. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}§

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)
Place: Name and seal of the Bidder/ Lead Member

§ Omit if the Bidder is not a Consortium or is a Consortium but does not proposed to set up a SPV.

APPENDIX I**Annex-I****ANNEX-I****Details of Applicant**

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.10(g) should be attached to the Bid.
 - (c) Information regarding the role of each Member should be provided as per table below:

#	Name of Member	Role* {Refer Clause 2.2.10(d)}	Percentage of equity in the Consortium {Refer Clauses 2.2.10 (c) & (g)(iv)} **
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Appendix-IV.

** Applicable only when the Consortium forms a SPV

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Appendix IAnnex-II**ANNEX-II****Technical Capacity of the Bidder**

(Refer to Clause 2.2.5(A), of the RFP)

Manufactured and installed the following type of radiology imaging diagnostic equipments at a minimum of 3 locations in Maharashtra over the past 4 (four) financial years preceding the Bid Due Date:

Sr. No.	Details of equipment Owned, Operated and Maintained			Location and Address	Date of installation
		CT Scan	MRI		
Site 1	No. of equipment				
	Specification				
Site 2	No. of equipment				
	Specification				
Site N	No. of equipment				
	Specification				

In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.2, the Applicant should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate^s

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Bidder / Consortium Member / Associate) is held, directly or indirectly[£], by (name of Bidder / Consortium Member / Associate). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.2 of the RFQ.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member in the Associate}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of Date: the authorised signatory).

^s In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant experience

Note:

- a) In support of the above experience, Applicant should provide certificate(s) from its statutory auditor stating the above experience.
- b) The applicant is also required to provide sale / lease agreements, installation report(s) and AMC/ CMC agreements (if applicable) for the above-mentioned diagnostic equipment

[@] Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.2 . In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.16.

Appendix I
Annex-III

ANNEX-III
Financial Capacity of the Bidder
(Refer to Clause 2.2.5(B), of the RFP)

(In Rs. crore^{\$\$})

Applicant type ^s	Net Worth [€]
(1)	Year 1 (8)
Single entity Applicant	
Lead Member	
TOTAL	

Name & address of Bidder's Bankers:

^sAn Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Lead Member. In case of a Consortium, row titled Single entity Applicant may be ignored.

[€]The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.2.2.

^{\$\$} For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [47 (fifty)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

In the event that credit is being taken for the experience of an Associate, as defined in Clause 2.2.2, the Applicant should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate^s

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Bidder / Consortium Member / Associate) is held, directly or indirectly[£], by (name of Bidder / Consortium Member / Associate). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.2 of the RFQ.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member in the Associate}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of Date: the authorised signatory).

^s In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant experience

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - a. reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate’s financials;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.

3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.16.
5. In the case of a Consortium, a copy of the Joint. Bidding Agreement shall be submitted in accordance with Clause 2.2.10 (g) of the RFP document.
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.8(b) of the RFP document.

Appendix I
Annex-IV

ANNEX-IV

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

APPENDIX-II**Power of Attorney for signing of Bid***(Refer Clause 2.1.8)*

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the "" (the Project) proposed or being developed by the (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and / or upon award thereof to us and / or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2010.

For.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

Notarized

(Signature, name, designation and address
of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-III**Power of Attorney for Lead Member of Consortium***(Refer Clause 2.1.9)*

Whereas the (the “Authority”) has invited bids from pre-qualified and short-listed parties for the “” (the “Project”).

Whereas,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession / Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information / documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and / or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and / or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2010.

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX IV**Joint Bidding Agreement***(Refer Clauses 2.2.10 (g) of the RFP)**(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (Hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}^s

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) THE Public Health Department (**PHD**), Government of Maharashtra, represented by its Secretary and having its principal office Mantralaya, Mumbai – 400032 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bid**”) by its Request for Proposal No. dated(the “**RFP**”) for qualification and short-listing of bidders for development and operation/ maintenance of ***** Project (the “**Project**”) through public private partnership.

^s The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bids.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

Deleted

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the end of Concession Period;

(b) Party of the Second Part shall be {the Technical Member of the Consortium;}

{(c) Party of the Third Part shall be the Financial Member of the Consortium; and}

{(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till expiry of the Concession Period.

6. {Shareholding in the SPV (Applicable only in case of the Consortium wishes to form a SPV)}

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party :}

{Fourth Party :}

6.2 The Parties undertake that each of the members, whose Technical and Financial Capacity will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV throughout the Concession Period and shall further commit that the Lead Member shall, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement throughout the Concession Period;

6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.}

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) Violate any Applicable Law presently in effect and having applicability to it;

(iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture

or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND
DELIVERED

For and on behalf of
LEAD MEMBER by:

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND
DELIVERED

For and on behalf of
THIRD PART

For and on
FOURTH PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
FIFTH PART

SIGNED, SEALED AND
For and on
SIX PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

.

.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX-V

Guidelines of the Department of Disinvestment *(Refer Clause 1.2.1)*

No. 6 / 4 / 2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi
Dated 13th July, 2001

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification / disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment / adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government / conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors / Managers / employees, full details of such investigation including the name of the investigating agency, the charge / offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

Financial Bid

APPENDIX- VI**Letter comprising the Financial Bid**

(Refer Clauses 2.1.4 and 2.16.3)

Dated:

To

Sub: Bid for “Development and Operation/ Maintenance of Radiology Imaging Diagnostic Centres in Maharashtra on PPP Basis”

Dear Sir,

With reference to your RFP document dated *****, I / we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I / We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Concessionaire for the development, operation and maintenance of the aforesaid Project.

4. I / We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I / We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I / We certify that in the last three years, we / any of the Consortium Members or our / their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I / We declare that:

(a) I / We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

(b) I / We do not have any conflict of interest in accordance with Clauses 2.2.2 and 2.2.3 of the RFP document; and

(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, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority 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 Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

8. I / We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.18 of the RFP document.

9. I / We believe that we / Lead Member of our Consortium / Lead Member of the proposed Consortium satisfy(ies) the Net Worth criteria and we/ our Consortium/ proposed Consortium meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid

10. I / We declare that we / any Member of the Consortium, or our / its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.

11. I / We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could 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.

12. I / We further certify that in regard to matters relating to security and integrity of the country, we / any Member of the Consortium or any of our / their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I / We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors / managers / employees.

14. I / We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at APPENDIX-V thereof.

15. I / We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

16. *{I / We acknowledge and undertake that that each of the members, whose Technical and Financial Capacity will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV throughout the Concession Period and shall further commit that the Lead Member shall, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement throughout the Concession Period (applicable in case of SPV)};*

17. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

18. I / We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and / or Financial Capacity was taken into consideration for the purposes of short-listing in accordance with the RFP, I / We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I / We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

19. I / We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.

20. 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 the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

21. In the event of my / our being declared as the Selected Bidder, I / we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me / us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

22. I / We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

23. I / We offer a Bid Security of Rs. (Rupees) to the Authority in accordance with the RFP Document.

24. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.

25. I / We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I / we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me / us or our Bid is not opened or rejected.

26. The Premium has been quoted by me / us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

27. I / We agree and undertake to abide by all the terms and conditions of the RFP document.

28. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}

29. I / We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

30. I / We hereby submit our Bid and offer a Premium of Rs. (Rupees only) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

Sr. No	Particulars	Rs. In Lacs
1	PREMIUM TO BE PAID TO GOVERNMENT FOR :: Developing Radiology Imaging Diagnostic Centres entailing development procurement of equipment and other items, installation, commissioning and operation and maintenance of such facilities on Public Private Partnership basis in Maharashtra.	

Total Premium (in words) Rs. _____

In witness thereof, I / we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:
signatory)

(Signature, name and designation of the Authorized

Place:

Name and seal of Bidder / Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

APPENDIX-VII**Bank Guarantee for Bid Security***(Refer Clause 2.22.1)*

B.G. No. Dated:

1. In consideration of you, , having its office at, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the “” (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms., its and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

APPENDIX VIII – Project Information Memorandum
(Refer Clause 1.1.2 of the RFP)

1. Scope of the project – no. of hospitals covered, location etc.

Public Health Department (PHD), Government of Maharashtra (GoM) aims to improve the quality of medical services currently available to its citizens. Diagnostics services, particularly radiology diagnostic services, are one such service area where there is an urgent need to set up diagnostic centers across Maharashtra and ensure easy accessibility and affordable pricing to its users with active participation from the private sector.

It is envisaged that appropriate partnerships with the private sector will potentially help governments provide better quality of diagnostic services to the poor and reduce the burden on the public hospitals.

With the above aim in mind, the GoM wishes to develop and operate radiology diagnostic centers in district level hospitals across the Vidharbha Cluster, through the Public Private Partnership (PPP) mode, structured on a Develop-Finance-Operate-Transfer (DFOT) basis. The GoM has identified **13 hospitals across 10 districts** of the State. The 13 hospitals include District Hospitals, General Hospitals and Women's Hospitals where the proposed diagnostic centers will be set up and operated on a PPP basis (hereinafter referred to as the "Identified Hospitals").

2. Cluster details

The following table provides details about the composition of Cluster, with respect to the hospitals covered and the number of beds in each hospital.

Vidharbha Cluster

S. No.	District	Name of Hospitals	Bed strength
1	Amravati	District Hospital Amravati	435
		Women's Hospital Amravati	200
2	Buldhana	District Hospital Buldhana	362
		General Hospital Khamgaon	220
3	Washim	District Hospital Washim	200
4	Gondia	District Hospital Gondia	200
		Women's Hospital Gondia	80
5	Bhandara	District Hospital Bhandara	462
6	Wardha	District Hospital Wardha	262
7	Chandrapur	District Hospital Chandrapur	362
8	Gadchiroli	District Hospital Gadchiroli	262
9	Nagpur	Daga Women's Hospital	335
10	Akola	Women's Hospital Akola	300

3. Equipment requirement specifications for each hospital

To provide the diagnostic services envisaged in the scope of project, the imaging equipment required to be provided by the private developer are given below. The technical specifications for each equipment are the minimum specifications, and the developer has the flexibility of choosing a higher specification than the one specified.

#	Hospital Name	Cluster	X-Ray					USG	Mammo graphy	CT		MRI
			100 MA	300 MA	500 MA	500 MA CR	500 MA D X-ray	3D colour Doppler	Mammo graphy	16 slice	64 slice	1.5 Tesla
1	Akola Women's Hospital	Vidarbha	1	1	0	0	1	2	1	1	0	1
2	District Hospital Amaravati	Vidarbha	1	1	0	0	1	2	0	0	1	1
3	Amaravati Women's Hospital	Vidarbha	1	1	0	0	1	2	1	1	0	0
4	District Hospital Buldhana	Vidarbha	1	1	0	0	1	2	1	1	0	1
5	GH Khamgaon	Vidarbha	1	1	0	0	1	2	1	1	0	0
6	District Hospital Washim	Vidarbha	1	1	0	0	1	2	1	1	0	0
7	District Hospital Bhandara	Vidarbha	1	1	0	0	1	2	1	0	1	1
8	District Hospital Chandrapur	Vidarbha	1	1	0	0	1	2	1	1	0	1
9	District Hospital Gadchiroli	Vidarbha	1	1	0	0	1	2	1	1	0	0
10	District Hospital Gondia	Vidarbha	1	1	0	0	1	2	0	1	0	0
11	BGW Gondia	Vidarbha	1	0	0	0	1	1	1	0	0	0
12	Daga Women Hospital Nagpur	Vidarbha	1	1	0	0	1	2	1	0	1	1
13	District Hospital Wardha	Vidarbha	1	1	0	0	1	2	1	1	0	0

4. Historical Patient Data

A. Data on OPD/ IPD volumes from the hospitals in scope

Hospital Name	Type	BOR (%)	New OPD (2008-09)	New OPD (2009-10)	New OPD (2010-11)	New IPD (2008-09)	New IPD (2009-10)	New IPD (2010-11)
Akola Women's Hospital	Women's Hospital	69	74109	66451	73642	28685	27709	32605
District Hospital Amravati	District Hospital	111	143864	31184	149368	41565	13318	44574
Amravati Women's Hospital	Women's Hospital	131	25579	31044	27440	18311	19667	19018
District Hospital Buldhana	District Hospital	63	102900	152296	157023	20507	22451	21641
GH Khamgaon	General Hospital	72	78879	77817	95368	21033	38604	23357
District Hospital Washim	District Hospital	71	50271	62106	86978	4138	8261	11195
District Hospital Bhandara	District Hospital	88	140757	151688	161057	28734	28441	29026
District Hospital Chandrapur	District Hospital	113	132544	171557	163669	33969	33851	36927
District Hospital Gadchiroli	District Hospital	128	84934	85625	99187	21013	22050	23904
District Hospital Gondia	District Hospital	50	60317	59894	135912	7791	7488	8119
BGW Gondia	Women's Hospital	112	55140	60644	70681	15230	19475	10451
Daga Women Hospital Nagpur	Women's Hospital	108	141493	146000	152194	34979	33244	29918
District Hospital Wardha	District Hospital	71	131936	143425	149489	18964	19847	21082

Note: Data provided by GoM

B. Historical patient data – BPL/Subsidized

- Data from sample districts provided separately with item 6 below.
- Data from remaining districts has not been provided by GoM.

5. Land and building details for each hospital

A. Availability of space in the hospitals

Name of Hospital	Existing area available in hospital (in sq. feet)		
	X-ray	CT Scan	USG
Akola Women's Hospital	225	NA	150
District Hospital Amaravati	750	1350	200
Amaravati Women's Hospital	375	NA	100
District Hospital Buldhana	1074.5	900	137.75
GH Khamgaon	1500	2000	500
District Hospital Washim	900	NA	100
District Hospital Bhandara	225	NA	144
District Hospital Chandrapur	300	300	120
District Hospital Gadchiroli	860	300	120
District Hospital Gondia	598	594	117
BGW Gondia	210	NA	120
Daga Women Hospital Nagpur	100	NA	120
District Hospital Wardha	576	446	198

Note: Data provided by GoM

6. Other relevant information

Other relevant information from selected districts

The section provides information on government hospitals in select districts of Maharashtra, on the catchment area, current patient volumes, and utilisation of radiology diagnostic services in government hospitals. An overview of diagnostic services in the private sector available in the locality around the government hospital has also been provided.

The districts and hospitals covered are as follows:

Table 1: Districts and hospitals covered

S. No.	District	Name of Hospitals	Bed strength
1	Amravati	District Hospital Amravati	435
		Women's Hospital Amravati	200
2	Gondia	District Hospital Gondia	200
		Women's Hospital Gondia	80

Amravati

Location:

Located in North Central Maharashtra, Amravati borders Yavatmal, Akola, Wardha, Washim and Nagpur districts as well as the state of Madhya Pradesh.

Exhibit 2: Basic district information and location of Amravati district in Maharashtra

Population	2,887,826
Per capita income	50,365
BPL rate	40.75%



Catchment:

The catchment population for the district hospital is 45 lakhs. This includes the whole of Amravati and parts of other districts such as Yavatmal and Wardha, as well as parts of Madhya Pradesh (Chindwara, Melghat, etc.)

Public health infrastructure:

Amravati has 4 sub-district hospitals (SDHs) and 10 rural hospitals (RHs). Some of the RHs have X-ray equipment but no technician to operate them. SHDs at Achalpur and Morsi have functioning X-ray and USG machines.

Amravati town also has a Women's Hospitals, a TB Hospital, a Corporation Hospital and a Super-Specialty Hospital.

District hospital general data:

The district hospital has 379 beds with a bed occupancy ratio of more than 100% on average. It also has a Trauma Care facility. At the time of this assessment, the specialists available in the district hospital included orthopaedic surgeon, radiologist, ENT specialist, gynaecologist, and paediatrician.

Historical patient volumes in IPD and OPD are given below:

Table 4: Historical IPD and OPD volumes in Amravati District Hospital

	2008	2009	2010
OPD	1,78,303	2,03,842	2,20,257
IPD	41,032	45,818	45,730

Source: Hospital records

Referral from Amravati district hospital is usually to the medical college at Nagpur.

Current Patient volumes in radiology:

The historical demand for various radiology diagnostic services can be summarized from the table below.

Table 5: Patients volumes in radiology in Amravati District Hospital

	2008	2009	2010
Number of X-ray done	12,858	9,716	11,970
% of free X-rays done	64%	59%	60%
USG	3,878	4,308	4,593
Number of CT Scans done	2,142	1,572	2,850
% of CT Scans done for free	77%	73%	51%

Source: Hospital records

Women's Hospital Amravati:

This is a 200 bed hospital located close to the District Hospital. Patient volumes for the Women's Hospital are given in the table below.

Table 6: Volume of patients in Women's Hospital Amravati

	2008-09	2009-10	2010-2011
OPD	25,579	31,044	27,440
IPD	18,311	19,667	19,018
USG	2,041	3,304	4,335

X-Ray	58	241	248
% of free X-ray	94%	88%	93%
% of free USG	54%	77%	59%

Source: Hospital records

Private diagnostic facilities:

There are 5 private diagnostic centres each with a CT scan machine (of various specifications -16 slice, spiral, dual slice, etc.) Amravati also has two MRI machines (0.3 Tesla, permanent magnet) available in the private sector the city. There are also other standalone diagnostic centres with X-rays and USG facilities.

Amravati also has a private Medical College that has X-ray, USG, and CT facilities. An indicative weekly patient volume for diagnostic services was found to be as follows:

740 X-rays (48% free), 216 USGs (56% free) and 133 CT Scans (average weekly patient volume as per medical college records). User fees for these tests were found to be lower than the prevailing market prices. The medical college also received reimbursement for some of the categories of patients who were provided free services, e.g. by state government for ESIS beneficiaries, etc.

Gondia

Location:

Located in North Eastern Maharashtra, Gondia borders the districts of Bhandara, Gadchiroli Nagpur. Further, it also shares its borders with the states of Madhya Pradesh and Chhattisgarh.

Exhibit 3: Basic district information and location map of Gondia in Maharashtra

Population	1,322,331
Per capita income	49,773
BPL rate	35.73%



Catchment:

The catchment area for the district hospital includes the whole district as well as parts of Madhya Pradesh (such as Balaghat)

Public health infrastructure:

Gondia has a SDH and 10 RHs. The district also has a Women's Hospital.

District hospital general data:

The District Hospital at Gondia has sanctioned bed strength of 200 beds of which 104 were functional. The specialists available in the district hospital included general surgeon, orthopaedic surgeon, ENT specialist and ophthalmologist. There was no general physician at the time of this assessment. For referral services, patients are advised to visit the Nagpur Medical College.

The volume of IPD and OPD patients over the last 3 years is given in the table below:

Table 7: Historical IPD and OPD data at Gondia District Hospital

	2008	2009	2010
OPD	63,577	71,560	73,236
IPD	7,689	7,682	7,978
% of free IPD patients	70%	83%	70%

Source: Hospital records

Current Patient volumes in radiology:

The annual patient volumes for radiology services is given below.

Table 8: Patient volumes in radiology in Gondia District Hospital

Year	X-ray	% of BPL cases in X-ray	CT	% of BPL cases in CT Scans
2008-09	8,423	30%	188	9%
2009-10	10,192	32%	974	22%
2010-11	9,715	32%	1,005	23%

Source: Hospital records

As the x-ray machine in the women's hospital was not working for the past few years, the number of x-rays being performed at the district hospital was quite high.

The volume of patients undergoing USG is low due to problem with equipment. There were just 150 patients undergoing USG in 2010. The number improved to 688 for the period Jan-July 2011. About 55% of patients undergoing USG in 2011 have done so for free.

BGW Women's Hospital:

The Women's Hospital has sanctioned bed strength of 80. The radiologist at the WH was part time and was being shared with the district hospital.

There was no x-ray facility at the hospital for the past couple of year and a new X-ray machine had been installed only in June 2011.

Approximately 15 patients in a month referred out from the Women's Hospital to Nagpur Medical College.

Private facilities:

Gondia did not have any MRI machines in the private sector. The nearest MRI machine is available at Nagpur. There were two CT Scan machines available in the private sector, one spiral CT and one conventional single slice CT. The two private facilities reported an average of 3-4 scans a day in each centre. Gondia has 23 USG centres and three standalone X-ray diagnostic centres in the district.

Socio economic data for districts of Maharashtra

District	Population	Per Capita Income	BPL Rate	% Tribal	Population Density / Sq. Km	HDI
Akola	1,818,617	53,681	30.26%	5.50%	321	0.44
Amravati	2,887,826	50,365	40.75%	12.36%	237	0.50
Buldhana	2,588,039	40,527	32.01%	4.44%	268	0.41
Washim	1,196,714	36,087	33.22%	5.93%	244	0.36
Bhandara	1,198,810	54,065	37.47%	8.17%	293	0.46
Gadchiroli	1,071,795	36,286	49.65%	34.71%	74	0.21
Gondia	1,322,331	49,773	35.73%	14.82%	253	0.46
Nagpur	4,653,171	81,225	10.25%	9.54%	470	0.71
Wardha	1,296,157	55,648	33.51%	11.88%	205	0.49

Sources: Census 2011, Maharashtra Health Status Report (2010), Maharashtra Human Development Report (2002)

RIDER A

1. RESOLUTION OF DISPUTE

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

2. ARBITRATION

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator (insert name and designation of the officer), Government of Maharashtra. The award passed by the sole Arbitrator shall be final and binding on the parties.

The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made there under.

3. GOVERNING LANGUAGE

English language version of the contract shall govern its interpretation.

4. APPLICABLE LAWS

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

5. INDEMNIFICATION

The bidder shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by bidder in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the bidder for anything done or omitted to be done by the bidder in the execution of the contract.